




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.

Header @ 1

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 649845

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: VS000004606

SO Doc ID: DOT200000071

Legal Name: Eastern Metal of Elmira Inc

Published Date: 11/8/19

Alias/DBA: USA-Sign

Close Date: 11/27/19

Total Bid: \$0.00

Close Time: 13:30

Response Date: 11/27/2019

Status: Closed

Response Time: 10:50

Solicitation Description: REFLECTIVE ROLL-UP SIGNS
(8520C2009)

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 649845
Solicitation Description : REFLECTIVE ROLL-UP SIGNS (8520C2009)
Proc Type : Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2019-11-27 13:30:00 | SR 0803 ESR11271900000003316 | 1 |

| VENDOR |
|---|
| VS0000004606 Eastern Metal of Elmira Inc USA-Sign |

Solicitation Number: CRFQ 0803 DOT2000000071

Total Bid : \$0.00 **Response Date:** 2019-11-27 **Response Time:** 10:50:24

Comments: All Signed Documentation is included in the bid packet along with the pricing page.

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@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 | REFLECTIVE ROLL-UP SIGNS | 0.00000 | EA | \$205,755.060000 | \$0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 55120000 | | | |

Extended Description : PRICING TO BE INCLUDED ON ATTACHED PRICING PAGES



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: 649845

Doc Description: REFLECTIVE ROLL-UP SIGNS (8520C2009)

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2019-11-08 | 2019-11-27 13:30:00 | CRFQ 0803 DOT2000000071 | 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: *Eastern Metal of Elmira, Inc*
1430 Sullivan St.
Elmira NY 14901
(607) 734-2295

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature X

FEIN #

16-0757659

DATE

11/26/19

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR REFLECTIVE ROLL-UP SIGNS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

| 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 | REFLECTIVE ROLL-UP SIGNS | 0.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 55120000 | | | |

Extended Description :
PRICING TO BE INCLUDED ON ATTACHED PRICING PAGES

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--------------------------|------------|
| 1 | VENDOR QUESTION DEADLINE | 2019-11-15 |

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 10/01/2019

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **November 15, 2019 at 10:00 AM**

Submit Questions to: **Crystal Hustead**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Hustead@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: Crystal Hustead
SOLICITATION NO.: CRFQ DOT2000000071
BID OPENING DATE: November 27, 2019
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

Revised 10/01/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, 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, 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: November 27, 2019 at 1:30 PM

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: **Initial Contract Term:** This Contract becomes effective on awawr 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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 of the General Terms and Conditions entitled Licensing, 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: \$1,000,000-***See Below per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
- ***STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305
-
-

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$40 _____ for failure to deliver in full within 32 working days after order receipt.

Liquidated Damages Contained in the Specifications

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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 WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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. 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>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

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.

Revised 10/01/2019

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.

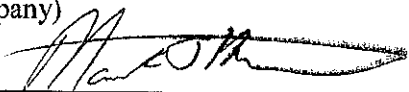
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Shaun Peden (Bid Coordinator)
(Name, Title)
Shaun Peden (Bid Coordinator)
(Printed Name and Title)
1430 Sullivan Street
(Address)
607-734-2295 607-734-8783
(Phone Number) / (Fax Number)
speden@usa-sign.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.

Eastern Metal of Elmira, Inc.
(Company)

(Authorized Signature) (Representative Name, Title)

Mark Harrison (Vice President)
(Printed Name and Title of Authorized Representative)

11/25/19
(Date)

607-734-2295 607-734-8783
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT200000071

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.

Eastern Metal of Elmira, Inc.

Company

Authorized Signature

11/25/19

Date

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

REQUEST FOR QUOTATION
CRFQ DOT200000071
Reflective Roll-Up Signs (8520C2009)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Reflective Roll-Up Signs.

- 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 “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 response.

 - 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 “RFQ”** means the official request for quotation published by the Purchasing Division.

 - 2.5 “WVDOH”** means West Virginia Department of Highways.

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

 - 2.7 “AASHTO”** means American Association of State and Highway Transportation Officials.

 - 2.8 “MPH”** means Miles Per Hour.

 - 2.9 “MASH”** means the AASHTO Manual for Assessing Safety Hardware, latest edition.

 - 2.10 “P.V.C.”** means Polyvinyl Chloride.

 - 2.11 “H&L”** means Hook & Loop.

 - 2.12 “OZ”** means Ounce.

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- 2.13 “SQ” means Square.
- 2.14 “YD” means Yard.
- 2.15 “LB” means Pound.
- 2.16 “MIN” means Minimum.
- 2.17 “EA” means Each.
- 2.18 “ASTM” means American Society for Testing and Materials.
- 2.19 “FHWA” means Federal Highway Administration”
- 2.20 “ASTM D4956” means the ASTM specification titled “Standard Specification for Retroreflective Sheeting for Traffic Control”. An internet link to this specification is as follows:
- <https://www.astm.org/Standards/D4956.htm>
- 2.21 “MUTCD” means the FHWA publication “Manual on Uniform Traffic Control Devices, 2009 Edition. An internet link to this publication is as follows:
- <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>
- 2.22 “Standard Specifications” means the 2017 Edition of the Standard Specifications Roads and Bridges, as well as the 2019 Supplemental Specifications to accompany the 2017 Edition of the Standard Specifications Roads and Bridges. An internet link to each of these publications is as follows:
- http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017_Standard.pdf
- https://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2019_Supplemental.pdf
- 2.23 “WVDOH Sign Fabrication Details” means the manual “WVDOH Sign Fabrication Details, Traffic Engineering Division, September 2005, latest printing. An Internet link to this manual is as follows:

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Reflective Roll-Up Signs (8520C2009)**

<http://www.transportation.wv.gov/highways/engineering/Manuals/Traffic/SIGNFAB/INDEX.pdf>

- 2.24 “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://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

The APL is established in a manner consistent with the requirements contained in the Standard Specifications. All retroreflective sheeting applied to products supplied under this Contract shall be an approved type ASTM-VI material. 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 Standard Specifications.

2. 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 the RFQ process as a Vendor or as a supplier to the Vendor, as applicable.

3.1.1 Roll-Up Sign Sheeting

- 3.1.1.1** All signs and plaques supplied as part of this Contract shall be manufactured using Type ASTM-VI sheeting

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from the WVDOH Approved Products list for Retroreflective Sign Sheeting.

3.1.1.2 All fluorescent-pink signs and plaques supplied under this Contract shall be manufactured using a sheeting meeting the Type VI material requirements contained within ASTM D4956, latest version. The sheeting used shall be provided by a manufacturer whose fluorescent-orange Type ASTM-VI material is listed on the WVDOH APL for Retroreflective Sign Sheeting.

3.1.2 Roll-Up Sheeting Splices

3.1.2.1 In cases where the splicing of roll-up sign material fabric is required as noted herein, the splice shall be accomplished by the following method.

3.1.2.2 The seam shall be continuously “bridged” on the back side of the sign by a 4” (minimum) wide strip of 18oz Cooley or equal fabric coated with 200mp adhesive.

3.1.2.3 The seam shall be stitched on both the front and back faces of the sign.

3.1.2.4 The seam shall be bar tacked on both the front and back faces of the sign on each end of the seam.

3.1.3 Sign Fabrication Specifications

3.1.3.1 All signs supplied shall have one or more vertical fiberglass ribs, with at least one along the vertical centerline of the sign, unless specified otherwise.

3.1.3.2 All vertical, horizontal, or diagonal ribs shall be designed to pivot about a metallic pivot point. The metallic pivot point shall be a low profile 3/8” diameter, zinc plated steel tubular rivet. Ribs shall be separated by zinc plated flat washers to allow collapsing and roll up of the sign. The rivet shall be equal to Allied Tubular Rivet Inc.’s Part No. 6503. The flat washers shall also eliminate any slack in the assembly while still allowing rotation of the cross braces.

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Reflective Roll-Up Signs (8520C2009)

3.1.3.3 All signs shall be furnished with fabric corner pockets that are accurately placed so that when the sign is assembled with the cross bracing the fit maintains a taut professional look that does not bow or sag. The pockets shall be made from a 15 oz./sq. yd. min. woven fabric with yarn .018 min. in diameter that consists of approximately 80% P.V.C. and 20% polyester thread, yielding a minimum of 52 total threads per square inch. The material is finished with heat and pressure in such a way to stabilize the fabric against excess stretch and provide adequate seam strength. The ASTM D3787 ball burst strength should be at least 320 lbs.

3.1.3.4 Pockets must be triangular in shape [or rectangular as required for ribs that require pockets but are not installed in a sign corner forming a 90 degree angle] and consist of 2 independent square pieces that are folded to form an isosceles triangle and sewn together making it 4 ply. The piece that is in contact with the back of the sign shall be either 9x9 or 7x7 (see table below) and the top piece that creates the pocket cavity shall be an 8x8 or 6x6 respectively. The two pieces are sewn together with an exterior grade T-80H min. tex. size cotton warp thread around the perimeter except for an area for the pocket cavity that is 2x4-1/4 and 2x2-3/4 in the center of the triangle. All thread shall be orange in color for orange background signs, pink in color for pink background signs, and white in color for all other signs. Two vertical 5/8" long bar tacks are to be sewn at the rib entry and one at the pressure point at the end of the pocket using T-40 min. tex. size polyester/cotton corespun thread. The pocket is sewn to the sign following a path around its perimeter with the T-80H thread providing distribution of the rib tension over a significant area instead of along the corner-to-corner centerline. The edges of the pocket cavity must be parallel to the corner-to-corner axis of the cross braces and the end of the pocket that makes contact with the brace tip must be perpendicular to that axis. Detail drawings are provided below for the 9x9 pocket (Type B) and the 7x7 pocket (Type A).

3.1.3.5 Rectangular pockets, when required, shall be 2-1/2" wide mesh (see table below), and of sufficient length when folded to form 4 layers of mesh at least 3/4" back from the

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end of the cross brace and 3 layers on the remaining part of the pocket. The bar tacks shall be 1/2" long minimum up to 5/8" long. Pockets shall be orange in color for orange background signs and white in color for all other signs.

3.1.3.6 Pockets shall be installed as close as possible to the edges of the sign. The sewing operation, including but not limited to thread size, equipment, etc. shall be determined and accomplished to not damage the reflective sheeting while providing a product conforming to these specifications.

| SIGN SHAPE | POCKET SIZE |
|-----------------------|---|
| 48" Diamond | 9x9 (Pocket B) |
| 36" Diamond | 7x7 (Pocket A) |
| 60x60 Square | 9x9 (Pocket B) |
| 48x48 Square | 9x9 (Pocket B) |
| 36x48 vert rectangle | 9x9 (Pocket B) |
| 36x60 vert rectangle | 9x9 (Pocket B) |
| 24x30 vert rectangle | 7x7 (Pocket A) |
| 60x30 horiz rectangle | 9x9 (Pocket B) |
| 48x36 horiz rectangle | 7x7 (Pocket A) |
| 48x30 horiz rectangle | 7x7 (Pocket A) |
| 48x24 horiz rectangle | 7x7 (Pocket A) |
| 30x24 horiz rectangle | 7x7 (Pocket A) |
| 30x18 horiz rectangle | 7x7 (Pocket A) |
| 36" octagon | 2-1/2W x 2-1/4L rectangular (horizontal rib) 2-1/2W x 3-1/4L rectangular (vertical ribs) |
| 48" octagon | 2-1/2W x 2-1/4L rectangular (horizontal rib) 2-1/2W x 3-1/4L rectangular (vertical ribs) |
| 36" triangle | 2-1/2W x 2-1/4L rectangular |
| 48" triangle | 2-1/2W x 3-1/4L rectangular |

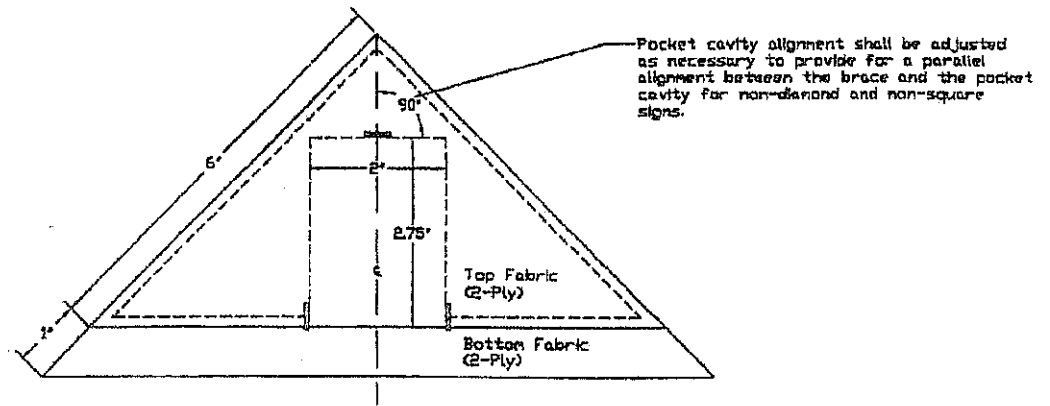
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- 3.1.3.7** With the exception of octagonal (Stop) and triangular (Yield) signs, two pieces of H&L shall be sewn on all non-diamond signs for attachment of the sign to the vertical rib. The H&L shall have sufficient length to encircle the vertical rib and hold the sign taut to the rib. The locations of the two pieces of H&L shall be 2" from the bottom and 2" from the top of the sign to the beginning edge of the H&L and on the sign's vertical centerline. Half of the length shall be hook type and other half shall be loop type with the two types reversed and sewn together and then to the back of the sign.
- 3.1.3.8** For the vertical rib of triangular (Yield) signs, only the bottom piece of H&L described above shall be required. In addition, a 3" long piece of H&L shall be attached via adhesive to the side of the rib not touching the back of the sign to allow the rib to be held in position via attachment to the H&L attached to the back sign face.
- 3.1.3.9** All vertical ribs of octagonal (stop) signs shall be installed in rectangular pockets. The rectangular pockets for the horizontal rib shall be installed directly under the outside vertical ribs of the sign.

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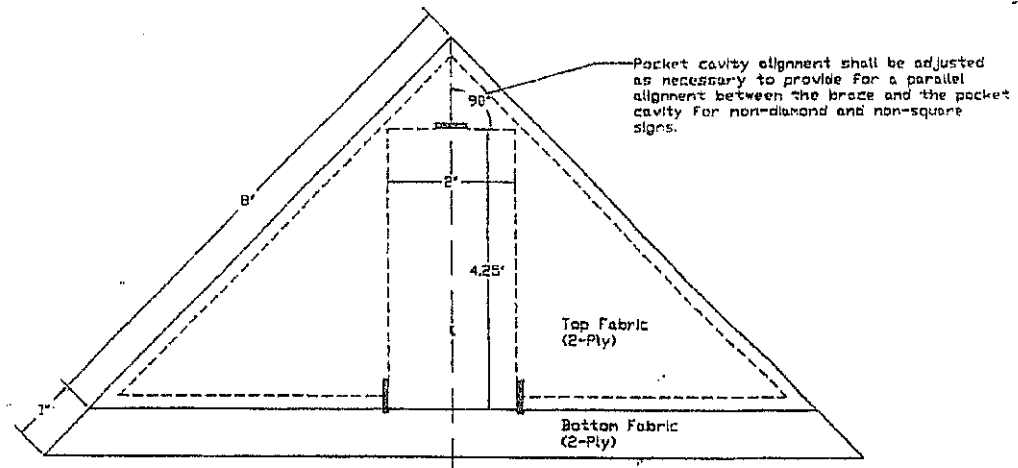
CLOTH CORNER POCKET DESIGNS

TYPE A POCKET DESIGN



--- 5/8" Bartacks
--- Stitching

TYPE B POCKET DESIGN



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- 3.1.3.10** When specified as part of the item description, two 18" x 18" non-reflective fluorescent orange vinyl flags shall be permanently attached to the top of the vertical rib that is along the vertical centerline of the sign. The system for deploying the flags shall be a good quality, long lasting, reliable system. All metal parts of the system shall be stainless steel, electro-deposit zinc coated steel, hot-dip galvanized steel, or powder coated steel. Flag staffs shall be 1/8" thick x 1" wide fiberglass ribs. The staffs shall be sufficiently long enough to hold the flags completely above the sign face. No hand tightening of any components shall be required to hold the flags in the deployed position. When deployed, the two flags shall extend symmetrically (about the vertical centerline) up and out from their mounting point along the vertical rib, with the flags held in position completely above the sign face, and with each staff at an angle of 30 to 60 degrees from the vertical centerline of the sign. Staff mounting and deployment systems shall be subject to review and approval.
- 3.1.3.11** For particular signs (see bid item listing) and all overlay plaques requiring H&L strips for temporary overlay attachment, the hook ("coarse") side of the H&L shall be attached to the sign faces. The loop ("fuzzy") side of the H&L shall be attached to the back face of the overlays.
- 3.1.3.12** All signs must present a finished, professional look to the motorist with no sagging of the sign material. Signs shall include anti-kite H&L loops attached to the back faces of the signs and to be connected around the ribs of the signs. The sign manufacturer shall determine appropriate locations for anti-kite H&L strips unless otherwise specified herein. An additional length of H&L material shall be fastened near the vertical center of one of the horizontal end points on each sign, and shall be oriented such that when the sign is rolled up on the vertical rib the H&L material will encircle the sign and hold it in the rolled up storing position.
- 3.1.3.13** All roll-up signs shall have a permanent sticker affixed to the non-reflective face with the wording "PROPERTY OF WVDOH" in 1/2" minimum legend size.

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3.1.3.14 Identification shall be printed in the margin for convenient indication of the sign message when the sign is rolled up for storage.

3.1.3.15 The WVDOH reserves the right to and will consider manufacturer proposed adjustments to the rib sizes, rib locations, rib lengths, corner pocket locations, splice locations, and rib rotation points specified herein for each item. Such requests shall be submitted by the manufacturer in writing after award of the Contract. No acceptance of such requests is implied or guaranteed by the WVDOH.

3.1.3.16 By bidding this Contract, the Vendor agrees to extend to the WVDOH a one (1) year warranty against defects in workmanship, parts, and materials on all signs supplied as part of this Contract. Sheeting performance failure shall be covered by the approved sheeting manufacturer's warranty provided to the WVDOH, as applicable.

3.2 Within the following description of bid items, there are numerous diamond sign items (31, 32, 33, 34, 50, & 51) for which alternate messages may be displayed using supplemental overlay plaques. All such signs are to be ordered/manufactured with a "base" message in accordance with Exhibit HH. The "base" message is the permanent word, numeral, or phrase that is to be printed on the sign face. Alternate messages will be accomplished using the supplemental overlay plaques.

3.2.1 Item 1 - 36" R1-1F "STOP" SIGN

Signs supplied as part of Bid Item 1 shall be per the WVDOH Sign Fabrication Details, fabrication number R1-1, 36", and shall be octagonal in shape. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit C) "36" OCTAGON – CORNER POCKET AND RIB CONFIGURATION".

3.2.2 Item 2 – 48" R1-1F "STOP" SIGN

Signs supplied as part of Bid Item 2 shall be per the WVDOH Sign Fabrication Details, fabrication number R1-1, 48", and shall be octagonal in shape. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the

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attached drawing (Exhibit D) **“48” OCTAGON – CORNER POCKET AND RIB CONFIGURATION”**.

- 3.2.3 Item 3 – 36” W3-1MF SYMBOLIC “STOP AHEAD” SIGN**
Signs supplied as part of Bid Item 3 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-1M, 36”. An orange background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) **“36” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.
- 3.2.4 Item 4 – 48” W3-1MF SYMBOLIC “STOP AHEAD” SIGN**
Signs supplied as part of Bid Item 4 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-1M, 48”. An orange background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) **“48” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.
- 3.2.5 Item 5 – 36” R1-2F “YIELD” SIGN**
Signs supplied as part of Bid Item 5 shall be per the WVDOH Sign Fabrication Details, fabrication number R1-2, 36”, and shall be triangular in shape. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit G) **“36” TRIANGLE – CORNER POCKET AND RIB CONFIGURATION”**.
- 3.2.6 Item 6 – 48” R1-2F “YIELD” SIGN**
Signs supplied as part of Bid Item 6 shall be per the WVDOH Sign Fabrication Details, fabrication number R1-2, 48”, and shall be triangular in shape. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit H) **“48” TRIANGLE – CORNER POCKET AND RIB CONFIGURATION”**.
- 3.2.7 Item 7 – 36” W3-2MF SYMBOLIC “YIELD AHEAD” SIGN**

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Signs supplied as part of Bid Item 7 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-2M, 36". An orange background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) "**36" DIAMOND – CORNER POCKET AND RIB CONFIGURATION**".

3.2.8 Item 8 – 48" W3-2MF SYMBOLIC "YIELD AHEAD" SIGN
Signs supplied as part of Bid Item 8 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-2M, 48". An orange background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) "**48" DIAMOND – CORNER POCKET AND RIB CONFIGURATION**".

3.2.9 Item 9 – 36"x60" R2-1MF "WORK ZONE SPEED LIMIT _____" with hook & loop for numeral overlay plaques
Signs supplied as part of Bid Item 9 shall be per the attached drawing "**BID ITEM 9 MODIFIED STANDARD DETAIL**" (Exhibit I). Overall size shall be 36"x60". All text shall be black. The background above the horizontal border shall be orange. The background below the horizontal border shall be white. The seam between the upper (orange background) and bottom (white background) portions of the sign shall be sewn along the black border in the manner specified above in Section 3.2.2. No numerals shall be screened onto the sign face. 2 ea. 28" long x 1" (min) wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable numerals to be supplied as part of Bid Item 10. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit J) "**36X60 VERTICAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION**".

3.2.10 Item 10 – 14"x17" NUMERAL OVERLAY PLAQUES FOR ITEM #9
Items supplied as part of Bid Item 10 shall be individual numeral plaques intended to be attached to the face of signs supplied under Bid Item 9. The

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numeral portions of the plaques shall be black, and the background portions shall be white. The overall size of each individual plaque shall be 17" tall x 14" wide. Numerals shall be 15" Series E and shall be centered vertically and horizontally in each plaque. 2 ea. 14" long x 1" (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual numeral to be supplied.

3.2.11 Item 11 – 48"x24" R4-14(L/R)F "ALL TRAFFIC (WITH INTERCHANGEABLE ARROWHEAD)"

Signs supplied as part of Bid Item 11 shall be per the attached drawing "BID ITEM 11 MODIFIED STANDARD DETAIL" (Exhibit K). The text, arrow shaft, and border portions of the sign shall be black, and the background portion shall be white. 4 ea. 8" long x 1" (min) wide pieces of white H&L shall be glued or sewn onto the sign face, as shown on the attached detail, to facilitate the attachment of the included detachable arrowhead as described below. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit L) "48X24 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION".

With each of the signs supplied as part of this bid item, 1 ea. separate arrowhead plaque, intended to be attached to the face of the sign, shall be supplied as detailed on the above referenced modified standard detail. 2 ea. 8" long x 1" (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. The arrowhead and shaft portions of the plaque shall be black, and the background portion shall be white.

3.2.12 Item 12 – 24"x30" R4-7BF "KEEP RIGHT" SIGN

Signs supplied as part of Bid Item 12 shall be per the WVDOH Sign Fabrication Details, fabrication number R4-7B, 24"X30". Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit M) "24X30 VERTICAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION"

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3.2.13 Item 13 – 36”x48” R4-7BF “KEEP RIGHT” SIGN

Signs supplied as part of Bid Item 13 shall be per the WVDOH Sign Fabrication Details, fabrication number R4-7B, 36”X48”. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit N) **“36X48 VERTICAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.14 Item 14 – 30”x18” R9-9F “SIDEWALK CLOSED”

Signs supplied as part of Bid Item 14 shall be per the WVDOH Sign Fabrication Details, fabrication number R9-9. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit O) **“30X18 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.15 Item 15 – 48”x30” R11-2F “ROAD CLOSED” WITH HOOK & LOOP FOR OVERLAY PLAQUES

Signs supplied as part of Bid Item 15 shall be per the attached drawing **“BID ITEM 15 MODIFIED STANDARD DETAIL”** (Exhibit P). The text and border portions of the sign shall be black, and the background portion shall be white. 2 ea. 39” long x 1” wide pieces of white H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable **“BRIDGE”** and **“RAMP”** plaques to be supplied as part of Bid Item 16. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit Q) **“48x30 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.16 Item 16 – 10”x39” “BRIDGE” AND “RAMP” OVERLAY PLAQUES FOR ITEM #15

Items supplied as part of Bid Item 16 shall be individual message **“BRIDGE”** and **“RAMP”** plaques intended to be attached to the face of signs supplied under Bid Item 15. The text portions of the plaques shall be black, and the background portions shall be white. The overall size of each individual plaque shall be 10” tall x 39” wide. Text shall be 8” Series D and shall be centered vertically and horizontally in each plaque. 2 ea. 39”

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long x 1" wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual message ("BRIDGE" and "RAMP") to be supplied.

3.2.17 Item 17 – 60"x30" R11-3AF "ROAD CLOSED ____ MI AHEAD LOCAL TRAFFIC ONLY" WITH HOOK & LOOP FOR NUMERAL OVERLAY PLAQUES

Signs supplied as part of Bid Item 17 shall be per the attached drawing "**BID ITEM 17 MODIFIED STANDARD DETAIL**" (Exhibit R). The text and border portions of the sign shall be black, and the background portion shall be white. No numerals shall be screened onto the sign face. 2 ea. 10" long x 1" (min) wide pieces of white H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable numeral plaques to be supplied as part of Bid Item 18. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit S) "**60x30 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION**".

3.2.18 Item 18 – 5"x7" NUMERAL OVERLAY PLAQUES FOR ITEM #17

Items supplied as part of Bid Item 18 shall be individual numeral plaques intended to be attached to the face of signs supplied under Bid Item 17. The numeral portions of the plaques shall be black, and the background portions shall be white. The overall size of each individual plaque shall be 7" tall x 5" wide. Numerals shall be 5" Series C and shall be centered vertically and horizontally in each plaque. 2 ea. 5" long x 1" (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual numeral to be supplied.

3.2.19 Item 19 – 60"x30" R11-4F "ROAD CLOSED TO THRU TRAFFIC"

Signs supplied as part of Bid Item 19 shall be per the WVDOH Sign Fabrication Details, fabrication number R11-4. Rib sizes, rib locations, rib

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lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit S) **“60x30 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.20 Item 20 – 48”x36” W22-10F “EXIT _____” WITH HOOK & LOOP FOR OVERLAYS

Signs supplied as part of Bid Item 20 shall be per the attached drawing **“BID ITEM 20 MODIFIED STANDARD DETAIL”** (Exhibit T). The text and border portions of the sign shall be black, and the background portion shall be orange. 2 ea. 40” long x 1” (min) wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable message plaques to be supplied as part of Bid Item 21. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit U) **“48x36 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.21 Item 21 – 10”x40” “OPEN” AND “CLOSED” OVERLAY PLAQUES FOR ITEM #20

Items supplied as part of Bid Item 21 shall be individual message plaques intended to be attached to the face of signs supplied under Bid Item 20. The text portions of the plaques shall be black, and the background portions shall be orange. The overall size of each individual plaque shall be 10” tall x 40” wide. Text shall be 8” Series D and shall be centered vertically and horizontally in each plaque. 2 ea. 40” long x 1” (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual message (“OPEN” and “CLOSED”) to be supplied.

3.2.22 Item 22 – 60”x60” W22-11F EXIT GORE SIGN

Signs supplied as part of Bid Item 22 shall be per the WVDOH Sign Fabrication Details, fabrication number W22-11. The text and border portions of the sign shall be black, and the background portion of the sign shall be orange. One vertical seam located 12” from the left (front face) edge of the sign will be allowed. The seam shall be manufactured in the

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manner specified above in Section 3.2.2. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit V) **“60X60 SQUARE – CORNER POCKET AND RIB CONFIGURATION”**.

- 3.2.23 Item 23 – 30”x24” M4-9F STANDARD DETOUR SIGN WITH HOOK & LOOP AND ARROW OVERLAY PLAQUE**
Signs supplied as part of Bid Item 23 shall be per the attached drawing (Exhibit W) **“BID ITEM 23 MODIFIED STANDARD DETAIL”**. The text and border portions of the sign shall be black, and the background portion shall be orange. 4 ea. 5” long x ½” wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the arrow overlay plaque as described below. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit Y) **“30X24 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION”**.

With each of the signs supplied as part of this bid item, 1 ea. separate arrowhead plaque, intended to be attached to the face of the sign as detailed on the above referenced modified standard detail (Exhibit X), shall be supplied. 8 ea. 5” long x ½” wide pieces of H&L shall be glued or sewn onto the back face of each plaque as shown on the modified standard detail. The arrowhead and shaft portions of the plaque shall be black, and the background portion shall be orange.

- 3.2.24 Item 24 – 48”x48” EMERGENCY RESPONSE TRAILER DETOUR SIGN WITH HOOK & LOOP FOR OVERLAY PLAQUES AND ARROW OVERLAY PLAQUE**
Signs supplied as part of Bid Item 24 shall be per the attached drawing **“BID ITEM 24 MODIFIED STANDARD DETAIL”** (Exhibit Z). The text and border portions of the sign shall be black, and the background portion shall be orange. “DETOUR” text size shall be 7” Series D. Border shall be 1.25”. Margin shall be 0.75”. Corner Radius shall be 3”. 2 ea. 41-1/2” long x 1” (min) wide pieces of orange H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable overlay plaques to be

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supplied as part of Bid Items 25 and 26. 4 ea. 6" long x ½" wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the arrow overlay plaque as described below. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit BB) "**48x48 SQUARE – CORNER POCKET AND RIB CONFIGURATION**". With each of the signs supplied as part of this bid item, 1 ea. separate arrowhead plaque, as detailed on the above referenced modified standard detail (Exhibit AA), intended to be attached to the face of the sign shall be supplied. 8 ea. 6" long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque as shown on the modified standard detail. The arrowhead and shaft portions of the plaque shall be black, and the background portion shall be orange.

**3.2.25 Item 25 – 9"x28" EMERGENCY RESPONSE TRAILER
ROUTE OVERLAY PLAQUE FOR ITEM 24**

Items supplied as part of Bid Item 25 shall be individual route plaques intended to be attached to the face of signs supplied under Bid Item 24. The text portions of the plaques shall be black, and the background portions shall be orange. The overall size of each individual plaque shall be 9" tall x 28" wide. Text shall be 8" Series D, or, if necessary, 8" Series C as required for 3-digit routes. Text shall be centered vertically and horizontally in each plaque. Format of text shall be "Route Classification"- "Hyphen"- "Route Number" (i.e. "US-119", "WV-2", "I-79", etc.). 2 ea. 28" long x 1" (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual route plaque to be supplied.

**3.2.26 Item 26 – 9"x7" EMERGENCY RESPONSE TRAILER
CARDINAL DIRECTION OVERLAY PLAQUE FOR ITEM
24**

Items supplied as part of Bid Item 26 shall be individual cardinal direction plaques intended to be attached to the face of signs supplied under Bid Item 24. The text portions of the plaques shall be black, and the background portions shall be orange. The overall size of each individual

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plaque shall be 9" tall x 7" wide. Text shall be 8" Series D. Text shall be centered vertically and horizontally in each plaque. 2 ea. 7" long x 1" (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual plaque ("N", "S", "E", and "W") to be supplied.

3.2.27 Item 27 – 48"x48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN

Items supplied as part of Bid Item 27 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 48"x48" diamond shaped construction zone warning signs. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) "48" DIAMOND – CORNER POCKET AND RIB CONFIGURATION". Orders will specify the quantity of each fabrication number to be supplied.

3.2.28 Item 28 – 48"x48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN, WITH PERMANENT ADDITION OF TWO (2) 18"X18" VINYL FOLDING FLAGS

Items supplied as part of Bid Item 28 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 48"x48" diamond shaped construction zone warning signs, with the addition of 2 ea. 18" x 18" non-reflective fluorescent orange vinyl flags, as specified above. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) "48" DIAMOND – CORNER POCKET AND RIB CONFIGURATION". Orders will specify the quantity of each fabrication number to be supplied.

3.2.29 Item 29 – 36"x36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN

Items supplied as part of Bid Item 29 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 36"x36"

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diamond shaped construction zone warning signs. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) "**36" DIAMOND – CORNER POCKET AND RIB CONFIGURATION**". Orders will specify the quantity of each fabrication number to be supplied.

3.2.30 Item 30 – 36"x36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN, WITH PERMANENT ADDITION OF TWO (2) 18"X18" VINYL FOLDING FLAGS

Items supplied as part of Bid Item 30 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 36"x36" diamond shaped construction zone warning signs, with the addition of 2 ea. 18" x 18" non-reflective fluorescent orange vinyl flags, as specified above. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) "**36" DIAMOND – CORNER POCKET AND RIB CONFIGURATION**". Orders will specify the quantity of each fabrication number to be supplied.

3.2.31 Item 31 – 48"x48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS

Items supplied as part of Bid Item 31 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 48"x48" diamond shaped construction zone warning signs with the addition of 2 ea. 28" long x 1/2" wide and/or 2 ea. 23" long x 1/2" wide orange H&L strips to be glued or sewn onto the sign face. The H&L strips shall be installed horizontally and parallel to one another, with the measured distance between the outside edges of the strips to be 8". The mid-point along (14" and/or 11-1/2") and between (4") the strips shall be centered vertically and horizontally about the portion of text in the sign specified. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the

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attached drawing (Exhibit F) **“48” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.

For further guidance, included as part of this Contract is a listing of individual signs with which supplemental overlay plaques are frequently used (Exhibit CC). For each sign with multiple possible messages through the use of overlay plaques, this listing specifies a “base” sign message. Each sign ordered with H&L in order to incorporate overlay plaques shall be manufactured with the “base” sign message as the permanent message on the sign. All 48” signs ordered which may potentially be altered with overlay plaques shall be ordered with H&L strips under this Item number or Item number 32.

Orders will specify the quantity of each fabrication number to be supplied.

3.2.32 Item 32 – 48”x48” DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH PERMANENT ADDITION OF TWO (2) 18”x18” VINYL FOLDING FLAGS, AND HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS

Items supplied as part of Bid Item 32 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 48”x48” diamond shaped construction zone warning signs, with the addition of 2 ea. 28” long x 1/2” wide and/or 2 ea. 23” long x 1/2” wide orange H&L strips to be glued or sewn onto the sign face, and 2 ea. 18” x 18” non-reflective fluorescent orange vinyl flags, as specified above. The H&L strips shall be installed horizontally and parallel to one another, with the measured distance between the outside edges of the strips to be 8”. The mid-point along (14” and/or 11-1/2”) and between (4”) the strips shall be centered vertically and horizontally about the portion of text in the sign specified. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) **“48” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.

For further guidance, included as part of this Contract is a listing of individual signs with which supplemental overlay plaques are frequently used (Exhibit CC). For each sign with multiple possible messages through the use of overlay plaques, this listing specifies a “base” sign message. Each sign ordered with H&L in order to incorporate overlay plaques shall

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be manufactured with the "base" sign message as the permanent message on the sign. All 48" signs ordered which may potentially be altered with overlay plaques shall be ordered with H&L strips under this Item number or Item number 31.

Orders will specify the quantity of each fabrication number to be supplied.

3.2.33 Item 33 – 36"x36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHEMENTS

Items supplied as part of Bid Item 35 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 36"x36" diamond shaped construction zone warning signs with the addition of 2 to 4 ea. 21" long x 1/2" wide orange H&L strips to be glued or sewn onto the sign face. The H&L strips shall be installed horizontally and parallel to one another, with the measured distance between the outside edges of the strips to be 6". The mid-point along (10-1/2") and between (3") the strips shall be centered vertically and horizontally about the portion of text in the sign specified. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) "36"

DIAMOND – CORNER POCKET AND RIB CONFIGURATION".

For further guidance, included as part of this Contract is a listing of individual signs with which supplemental overlay plaques are frequently used (Exhibit CC). For each sign with multiple possible messages through the use of overlay plaques, this listing specifies a "base" sign message.

Each sign ordered with H&L in order to incorporate overlay plaques shall be manufactured with the "base" sign message as the permanent message on the sign. All 36" signs ordered which may potentially be altered with overlay plaques shall be ordered with H&L strips under this Item number or Item number 34.

Orders will specify the quantity of each fabrication number to be supplied.

3.2.34 Item 34 – 36"x36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH PERMANENT ADDITION OF TWO (2) 18"x18" VINYL FOLDING FLAGS, AND HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS

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Items supplied as part of Bid Item 34 shall be standard message (as shown in the WVDOH Sign Fabrication Details) orange and black 36"x36" diamond shaped construction zone warning signs with the addition of 2 to 4 ea. 21" long x 1/2" wide orange H&L strips to be glued or sewn onto the sign face, and 2 ea. 18" x 18" non-reflective fluorescent orange vinyl flags, as specified above. The H&L strips shall be installed horizontally and parallel to one another, with the measured distance between the outside edges of the strips to be 6". The mid-point along (10-1/2") and between (3") the strips shall be centered vertically and horizontally about the portion of text in the sign specified. The text portions of the signs shall be black, and the background portions shall be orange. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) "**36" DIAMOND – CORNER POCKET AND RIB CONFIGURATION**".

For further guidance, included as part of this Contract is a listing of individual signs with which supplemental overlay plaques are frequently used (Exhibit CC). For each sign with multiple possible messages through the use of overlay plaques, this listing specifies a "base" sign message. Each sign ordered with H&L in order to incorporate overlay plaques shall be manufactured with the "base" sign message as the permanent message on the sign. All 36" signs ordered which may potentially be altered with overlay plaques shall be ordered with H&L strips under this Item number or Item number 33.

Orders will specify the quantity of each fabrication number to be supplied.

**3.2.35 Item 35 – 8"x23" ("LEFT" AND "CENTER" TEXT ONLY)
OR 8"x28" FLUORESCENT ORANGE OVERLAYS WITH
HOOK & LOOP STRIPS FOR USE WITH ITEM 31 AND 32.
EXAMPLES; LEFT, 500 FT., 1000 FT., 1500 FT., ½ MILE,
AND 1 MILE**

Items supplied as part of Bid Item 35 shall be individual message plaques intended to be attached to the face of signs supplied under Bid Items 31 and 32. The text portions of the plaques shall be black, and the background portions shall be orange. The overall size of each individual plaque, with the exception of "LEFT" and "CENTER" plaques, shall be 8" tall x 28" wide. "LEFT" and "CENTER" plaques shall be 8" tall x 23" wide. Text shall be 7" Series C. Text shall be centered vertically and

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horizontally in each plaque. 2 ea. 28" (23" in the case of "LEFT" or "CENTER" plaque) long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual plaque to be supplied.

Note, "AHEAD" plaques shall not be manufactured or supplied under this Item number.

3.2.36 Item 36 – 6"x21" FLUORESCENT ORANGE OVERLAYS WITH HOOK & LOOP STRIPS FOR USE WITH ITEM NUMBERS 35 AND 36. EXAMPLES: LEFT, 500 FT., 1000 FT., 1500 FT., ½ MILE, 1 MILE, AND AHEAD

Items supplied as part of Bid Item 36 shall be individual message plaques intended to be attached to the face of signs supplied under Bid Items 33 and 34. The text portions of the plaques shall be black, and the background portions shall be orange. The overall size of each individual plaque shall be 6" tall x 21" wide. Text shall be 5" Series C. Text shall be centered vertically and horizontally in each plaque. 2 ea. 21" long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual plaque to be supplied.

3.2.37 Item 37 – 18"x36" G20-2 "END ROAD WORK" SIGN

Signs supplied as part of Bid Item 37 shall be per the WVDOH Sign Fabrication Details, fabrication number G20-2, 18"x36". Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit DD) "18x36 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION".

3.2.38 Item 38 – 36" W3-1MF SYMBOLIC "STOP AHEAD" SIGN, FLUORESCENT PINK

Signs supplied as part of Bid Item 38 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-1M, 36", with the exception of the background color. An fl-pink background shall be used. The symbol

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may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) **“36” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.39 Item 39 – 48” W3-1MF SYMBOLIC “STOP AHEAD” SIGN, FLUORESCENT PINK

Signs supplied as part of Bid Item 39 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-1M, 48”, with the exception of the background color. An fl-pink background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) **“48” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.40 Item 40 – 36” W3-2MF SYMBOLIC “YIELD AHEAD” SIGN, FLUORESCENT PINK

Signs supplied as part of Bid Item 40 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-2M, 36”, with the exception of the background color. An fl-pink background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) **“36” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.

3.2.41 Item 41 – 48” W3-2MF SYMBOLIC “YIELD AHEAD” SIGN, FLUORESCENT PINK

Signs supplied as part of Bid Item 41 shall be per the WVDOH Sign Fabrication Details, fabrication number W3-2M, 48”, with the exception of the background color. An fl-pink background shall be used. The symbol may be glued or sewn onto the sign face separately. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) **“48” DIAMOND – CORNER POCKET AND RIB CONFIGURATION”**.

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3.2.42 Item 42 – 48”x36” W22-10F “EXIT _____” WITH HOOK & LOOP FOR OVERLAYS, FLUORESCENT PINK

Signs supplied as part of Bid Item 42 shall be per the attached drawing “**BID ITEM 20 MODIFIED STANDARD DETAIL**” (Exhibit T). The text and border portions of the sign shall be black, and the background portion shall be fl-pink. 2 ea. 40” long x 1” (min) wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable message plaques to be supplied as part of Bid Item 43. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit U) “**48x36 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION**”.

3.2.43 Item 43 – 10”x40” “OPEN” AND “CLOSED” OVERLAY PLAQUES FOR ITEM #44, FLUORESCENT PINK

Items supplied as part of Bid Item 43 shall be individual message plaques intended to be attached to the face of signs supplied under Bid Item 42. The text portions of the plaques shall be black, and the background portions shall be fl-pink. The overall size of each individual plaque shall be 10” tall x 40” wide. Text shall be 8” Series D and shall be centered vertically and horizontally in each plaque. 2 ea. 40” long x 1” (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual message (“OPEN” and “CLOSED”) to be supplied.

3.2.44 Item 44 – 30”x24” M4-9F STANDARD DETOUR SIGN WITH HOOK & LOOP AND ARROW OVERLAY PLAQUE, FLUORESCENT PINK

Signs supplied as part of Bid Item 44 shall be per the attached drawing (Exhibit W) “**BID ITEM 23 MODIFIED STANDARD DETAIL**”. The text and border portions of the sign shall be black, and the background portion shall be fl-pink. 4 ea. 5” long x ½” wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the arrow overlay plaque as described below. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance

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as shown in the attached drawing (Exhibit Y) "**30X24 HORIZONTAL RECTANGLE – CORNER POCKET AND RIB CONFIGURATION**".

With each of the signs supplied as part of this bid item, 1 ea. separate arrowhead plaque, intended to be attached to the face of the sign as detailed on the above referenced modified standard detail (Exhibit X), shall be supplied. 8 ea. 5" long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque as shown on the modified standard detail. The arrowhead and shaft portions of the plaque shall be black, and the background portion shall be fl-pink.

3.2.45 Item 45 – 48"x48" EMERGENCY RESPONSE TRAILER DETOUR SIGN WITH HOOK & LOOP FOR OVERLAY PLAQUES AND ARROW OVERLAY PLAQUE, FLUORESCENT PINK

Signs supplied as part of Bid Item 45 shall be per the attached drawing "**BID ITEM 24 MODIFIED STANDARD DETAIL**" (Exhibit Z). The text and border portions of the sign shall be black, and the background portion shall be fl-pink. "DETOUR" text size shall be 7" Series D. Border shall be 1.25". Margin shall be 0.75". Corner Radius shall be 3". 2 ea. 41-1/2" long x 1" (min) wide pieces of pink H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the interchangeable overlay plaques to be supplied as part of Bid Items 48 and 49. 4 ea. 6" long x ½" wide pieces of H&L shall be glued or sewn onto the sign face, as shown on the attached modified standard detail, to facilitate the attachment of the arrow overlay plaque as described below. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit BB) "**48x48 SQUARE – CORNER POCKET AND RIB CONFIGURATION**".

With each of the signs supplied as part of this bid item, 1 ea. separate arrowhead plaque, as detailed on the above referenced modified standard detail (Exhibit AA), intended to be attached to the face of the sign shall be supplied. 8 ea. 6" long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque as shown on the modified standard detail. The arrowhead and shaft portions of the plaque shall be black, and the background portion shall be fl-pink.

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3.2.46 Item 46 – 9”x28” EMERGENCY RESPONSE TRAILER ROUTE OVERLAY PLAQUE FOR ITEM 45, FLUORESCENT PINK

Items supplied as part of Bid Item 46 shall be individual route plaques intended to be attached to the face of signs supplied under Bid Item 45. The text portions of the plaques shall be black, and the background portions shall be fl-pink. The overall size of each individual plaque shall be 9” tall x 28” wide. Text shall be 8” Series D, or, if necessary, 8” Series C as required for 3-digit routes. Text shall be centered vertically and horizontally in each plaque. Format of text shall be “Route Classification”-“Hyphen”-“Route Number” (i.e. “US-119”, “WV-2”, “I-79”, etc.). 2 ea. 28” long x 1” (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual route plaque to be supplied.

3.2.47 Item 47 – 9”x7” EMERGENCY RESPONSE TRAILER CARDINAL DIRECTION OVERLAY PLAQUE FOR ITEM 45, FLUORESCENT PINK

Items supplied as part of Bid Item 47 shall be individual cardinal direction plaques intended to be attached to the face of signs supplied under Bid Item 45. The text portions of the plaques shall be black, and the background portions shall be fl-pink. The overall size of each individual plaque shall be 9” tall x 7” wide. Text shall be 8” Series D. Text shall be centered vertically and horizontally in each plaque. 2 ea. 7” long x 1” (min) wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual plaque (“N”, “S”, “E”, and “W”) to be supplied.

3.2.48 Item 48 – 48”x48” DIAMOND, FLUORESCENT PINK, STANDARD MESSAGE ROLL-UP SIGN

Items supplied as part of Bid Item 48 shall be standard message (as shown in the WVDOH Sign Fabrication Details) fl-pink and black 48”x48” diamond shaped warning signs. The text portions of the signs shall be black, and the background portions shall be fl-pink. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location

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shall be in substantial conformance as shown in the attached drawing (Exhibit F) **"48" DIAMOND – CORNER POCKET AND RIB CONFIGURATION"**. Orders will specify the quantity of each fabrication number to be supplied.

The Agency reserves the right to order additional signs with messages not currently specified in the MUTCD (non-standard messages). Such signs shall be indicated on the order. The size, font type, spacing, and layout of the text on such signs shall be in conformance with the recommendations of the MUTCD. When such non-standard message signs are ordered, the Vendor shall provide electronic shop drawings of these signs by email to the Agency for approval prior to proceeding with fabrication.

**3.2.49 Item 49 – 36"x36" DIAMOND, FLUORESCENT PINK ,
STANDARD MESSAGE ROLL-UP SIGN**

Items supplied as part of Bid Item 49 shall be standard message (as shown in the WVDOH Sign Fabrication Details) fl-pink and black 36"x36" diamond shaped warning signs. The text portions of the signs shall be black, and the background portions shall be fl-pink. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) **"36" DIAMOND – CORNER POCKET AND RIB CONFIGURATION"**. Orders will specify the quantity of each fabrication number to be supplied.

The Agency reserves the right to order additional signs with messages not currently specified in the MUTCD (non-standard messages). Such signs shall be indicated on the order. The size, font type, spacing, and layout of the text on such signs shall be in conformance with the recommendations of the MUTCD. When such non-standard message signs are ordered, the Vendor shall provide electronic shop drawings of these signs by email to the Agency for approval prior to proceeding with fabrication.

**3.2.50 Item 50 – 48"x48" DIAMOND, FLUORESCENT PINK,
STANDARD MESSAGE ROLL-UP SIGN WITH HOOK &
LOOP STRIPS FOR OVERLAY ATTACHMENTS**

Items supplied as part of Bid Item 50 shall be standard message (as shown in the WVDOH Sign Fabrication Details) fl-pink and black 48"x48" diamond shaped warning signs with the addition of 2 ea. 28" long x 1/2" wide and/or 2 ea. 23" long x 1/2" wide pink H&L strips to be glued or sewn

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onto the sign face. The H&L strips shall be installed horizontally and parallel to one another, with the measured distance between the outside edges of the strips to be 8". The mid-point along (14" and/or 11-1/2") and between (4") the strips shall be centered vertically and horizontally about the portion of text in the sign specified. The text portions of the signs shall be black, and the background portions shall be fl-pink. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit F) "**48" DIAMOND – CORNER POCKET AND RIB CONFIGURATION**".

For further guidance, included as part of this Contract is a listing of individual signs with which supplemental overlay plaques are frequently used (Exhibit CC). For each sign with multiple possible messages through the use of overlay plaques, this listing specifies a "base" sign message. Each sign ordered with H&L in order to incorporate overlay plaques shall be manufactured with the "base" sign message as the permanent message on the sign. All 48" signs ordered which may potentially be altered with overlay plaques shall be ordered with H&L strips under this Item number. Orders will specify the quantity of each fabrication number to be supplied. The Agency reserves the right to order additional signs with messages not currently specified in the MUTCD (non-standard messages). Such signs shall be indicated on the order. The size, font type, spacing, and layout of the text on such signs shall be in conformance with the recommendations of the MUTCD. When such non-standard message signs are ordered, the Vendor shall provide electronic shop drawings of these signs by email to the Agency for approval prior to proceeding with fabrication.

3.2.51 Item 51 – 36"x36" DIAMOND, FLUORESCENT PINK, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHEMENTS

Items supplied as part of Bid Item 51 shall be standard message (as shown in the WVDOH Sign Fabrication Details) fl-pink and black 36"x36" diamond shaped construction zone warning signs with the addition of 2 to 4 ea. 21" long x 1/2" wide pink H&L strips to be glued or sewn onto the sign face. The H&L strips shall be installed horizontally and parallel to one another, with the measured distance between the outside edges of the strips to be 6". The mid-point along (10-1/2") and between (3") the strips shall be centered vertically and horizontally about the portion of text in the

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sign specified. The text portions of the signs shall be black, and the background portions shall be fl-pink. Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point location shall be in substantial conformance as shown in the attached drawing (Exhibit E) "36" **DIAMOND – CORNER POCKET AND RIB CONFIGURATION**". For further guidance, included as part of this Contract is a listing of individual signs with which supplemental overlay plaques are frequently used (Exhibit CC). For each sign with multiple possible messages through the use of overlay plaques, this listing specifies a "base" sign message. Each sign ordered with H&L in order to incorporate overlay plaques shall be manufactured with the "base" sign message as the permanent message on the sign. All 36" signs ordered which may potentially be altered with overlay plaques shall be ordered with H&L strips under this Item number. Orders will specify the quantity of each fabrication number to be supplied. The Agency reserves the right to order additional signs with messages not currently specified in the MUTCD (non-standard messages). Such signs shall be indicated on the order. The size, font type, spacing, and layout of the text on such signs shall be in conformance with the recommendations of the MUTCD. When such non-standard message signs are ordered, the Vendor shall provide electronic shop drawings of these signs by email to the Agency for approval prior to proceeding with fabrication.

**3.2.52 Item 52 – 8"x23" ("LEFT" AND "CENTER" TEXT ONLY)
OR 8"x28" FLUORESCENT PINK OVERLAYS WITH
HOOK & LOOP STRIPS FOR USE WITH ITEM 50.
EXAMPLES; LEFT, 500 FT., 1000 FT., 1500 FT., ½ MILE,
AND 1 MILE**

Items supplied as part of Bid Item 52 shall be individual message plaques intended to be attached to the face of signs supplied under Bid Item 50. The text portions of the plaques shall be black, and the background portions shall be fl-pink. The overall size of each individual plaque, with the exception of "LEFT" and "CENTER" plaques, shall be 8" tall x 28" wide. "LEFT" and "CENTER" plaques shall be 8" tall x 23" wide. Text shall be 7" Series C. Text shall be centered vertically and horizontally in each plaque. 2 ea. 28" (23" in the case of "LEFT" or "CENTER" plaque) long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge

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of the plaque. Orders will specify the quantity of each individual plaque to be supplied.

Note, "AHEAD" plaques shall not be manufactured or supplied under this Item number.

3.2.53 Item 53 – 6"x21" FLUORESCENT PINK OVERLAYS WITH HOOK & LOOP STRIPS FOR USE WITH ITEM NUMBER 53. EXAMPLES: LEFT, 500 FT., 1000 FT., 1500 FT., ½ MILE, 1 MILE, AND AHEAD

Items supplied as part of Bid Item 53 shall be individual message plaques intended to be attached to the face of signs supplied under Bid Item 51. The text portions of the plaques shall be black, and the background portions shall be fl-orange. The overall size of each individual plaque shall be 6" tall x 21" wide. Text shall be 5" Series C. Text shall be centered vertically and horizontally in each plaque. 2 ea. 21" long x ½" wide pieces of H&L shall be glued or sewn onto the back face of each plaque, with 1 ea. of the pieces along the top and bottom edges of the plaque, and with the outside edge of each piece along the outside edge of the plaque. Orders will specify the quantity of each individual plaque to be supplied.

3.3 Sheeting Manufacturer Certification

Bids submitted for this RFQ should include a letter of assurance which addresses reflective sheeting manufacturing and handling procedures. No Vendor shall be awarded any portion of this Contract which includes reflective signs 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 the reflective sheeting manufacturer has reviewed the recommended handling and manufacturing procedures for the reflective sheeting material with the product manufacturer. The sole purpose of this requirement is for the Division to verify that a) the sheeting manufacturer is aware of the product manufacturer's recommended handling and manufacturing procedures, and b) that the sheeting manufacturer has made the product manufacturer aware of the recommended procedures for

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handling and manufacturing with the reflective material. 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.

3.4 Low Bidder Sample Sign Submittal: As part of the review of bids for this Contract, the Division may, at its' discretion, require bidders being considered for award of the Contract to submit sample signs for review. If required, the bidder(s) will be required to submit one or more of the following signs:

- 1 ea. Item #1
- 1 ea. Item #9
- 2 ea. Item #10 (1 ea. "4", 1 ea. "5")
- 1 ea. Item #32, Fab # W20-5A, H&L positioned to allow "RIGHT" and "1500 FT" to be covered.
- 2 ea. Item #35 (1 ea. "LEFT", 1 ea. "500 FT")

The bidder(s) will be required to submit the signs requested within ten (10) working days of notification. Vendors are NOT to submit samples unless an official request has been sent. Failure to supply the requested signs within this time frame may result in the disqualification of the vendor's bid. Samples are to be delivered to the following address:

WVDOH-Traffic Engineering Division
Traffic Services Complex
180 Dry Branch Dr.
Charleston, WV 25306
ATTN: Bruce Miller

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.

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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 Contract shall not be awarded without receipt of the completed Checklist Forms.

- 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: Crystal.G.Hustead@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 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 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

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hours before delivery of material at the location indicated on the release.

6.2 Delivery Locations: Typically, delivery locations will be to, but shall not be limited to, the locations of the ten WVDOH District Headquarters. The cities in which the District Headquarters are located are Charleston, Huntington, Parkersburg, Clarksburg, Burlington, Moundsville, Weston, Elkins, Lewisburg, and Princeton.

6.3 Delivery Requirement: All components shall be shipped adequately and securely. Any material delivered not meeting the above requirement shall be subject to being returned to the Vendor at the Vendor's expense. 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 6.4 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.

6.4 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 thirty-two (32) working days ARO in the amount of \$40 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.

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

6.5 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.

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- 6.6 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.
- 6.7 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.

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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: Shaun Peden
Telephone Number: 607-735-2277
Fax Number: 607-734-8783
Email Address: speden@usa-sign.com

Exhibit A Pricing Page

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

| Item Number | Estimated Quantity | Unit of Measure | Description | Inventory Subcode (DOH USE) | Unit Cost | Total Cost |
|-------------|--------------------|-----------------|--|-----------------------------|-----------|------------|
| 1 | 1 | Each | EA, 36" R1-1F "STOP" sign | 010107 | \$73.54 | \$73.54 |
| 2 | 5 | Each | EA, 48" R1-1F "STOP" sign | 010108 | \$101.35 | \$506.75 |
| 3 | 1 | Each | EA, 36" W3-1MF SYMBOLIC "STOP AHEAD" sign | | \$81.41 | \$81.41 |
| 4 | 5 | Each | EA, 48" W3-1MF SYMBOLIC "STOP AHEAD" sign | 020309 | \$126.92 | \$634.60 |
| 5 | 1 | Each | EA, 36" R1-2F "YIELD" sign | | \$59.22 | \$59.22 |
| 6 | 30 | Each | EA, 48" R1-2F "YIELD" sign | 010114 | \$94.32 | \$2,829.60 |
| 7 | 1 | Each | EA, 36" W3-2MF SYMBOLIC "YIELD AHEAD" sign | | \$81.41 | \$81.41 |
| 8 | 5 | Each | EA, 48" W3-2MF SYMBOLIC "YIELD AHEAD" sign | | \$126.92 | \$634.60 |
| 9 | 10 | Each | EA, 36" x 60" R2-1MF "WORK ZONE SPEED LIMIT ____" W/ HOOK & LOOP FOR NUMERAL OVERLAY PLAQUES (ORDER NUMERALS UNDER ITEM #10) | 010289 | \$101.26 | \$1,012.60 |

ORDERING NOTES FOR DOH PERSONNEL:

FL-ORANGE DIAMOND SIGNS BEGINNING WITH TEXT "ROAD WORK" ARE TO BE ORDERED UNDER ITEM NUMBERS 28, 30, 32, OR 34 ONLY. W20-7A AND W21-1A SIGNS ARE TO BE ORDERED UNDER ITEM NUMBERS 28 OR 30 ONLY

SEE ATTACHED COMMISSIONERS ORDERS REGARDING THE PROPER USE OF ITEM # 9. BASED ON THESE COMMISSIONER'S ORDERS, THIS ITEM MAY BE USED ONLY ON CONTROLLED ACCESS FREEWAYS OR EXPRESSWAYS WHEN THE DURATION OF THE OF THE WORK ACTIVITY IS NOT TO EXCEED ONE DAYLIGHT PERIOD.

ALL DIAMOND SHAPED SIGNS WHICH MAY POTENTIALLY BE ALTERED WITH OVERLAY PLAQUES ARE TO BE ORDERED WITH HOOK AND LOOP STRIPS UNDER ITEM NUMBERS 31, 32, 33, AND 34. SEE ATTACHED "SUPPLEMENTAL ROLL-UP SIGN ORDERING INFORMATION" SHEET FOR FURTHER GUIDANCE.

ITEMS 38 THROUGH 53 INCIDENT MANAGEMENT SIGNS ARE ONLY TO BE ORDERED AS DIRECTED AND COORDINATED BY THE TRAFFIC ENGINEERING DIVISION CENTRAL OFFICE

| Item Number | Estimated Quantity | Unit of Measure | Description | Inventory Subcode (DOH USE) | Unit Cost | Total Cost |
|-------------|--------------------|-----------------|---|----------------------------------|-----------|------------|
| 10 | 1 | Each | EA., 14" X 17" NUMERAL OVERLAY PLAQUES FOR ITEM NUMBER 9 (SPECIFY QTY OF EACH INDIVIDUAL NUMERAL TO BE SUPPLIED) | | \$14.00 | \$14.00 |
| 11 | 10 | Each | EA., 48" X 24" R4-14(L/R)F "ALL TRAFFIC (W/ INTERCHANGEABLE ARROW HEAD)" | 010458 | \$74.76 | \$747.60 |
| 12 | 1 | Each | EA, 24"x30" R4-7BF "KEEP RIGHT" SIGN | | \$61.53 | \$61.53 |
| 13 | 1 | Each | EA, 36"x48" R4-7BF "KEEP RIGHT" SIGN | | \$87.67 | \$87.67 |
| 14 | 1 | Each | EA., 30"X18" R9-9F "SIDEWALK CLOSED" | | \$59.02 | \$59.02 |
| 15 | 50 | Each | EA., 48"X30" R11-2F "ROAD CLOSED" W/ HOOK & LOOP FOR OVERLAY PLAQUES (ORDER "BRIDGE" AND "RAMP" OVERLAYS UNDER ITEM #16) | 011110 | \$80.93 | \$4,046.50 |
| 16 | 50 | Each | EA., 10" X 39" "BRIDGE" AND "RAMP" OVERLAY PLAQUES FOR ITEM 15 (SPECIFY QTY OF EACH INDIVIDUAL PLAQUE TO BE SUPPLIED) | 011112 (BRIDGE) 011113 (RAMP) | \$17.50 | \$875 |
| 17 | 10 | Each | EA., 60" X 30" R11-3AF "ROAD CLOSED _____ MI AHEAD LOCAL TRAFFIC ONLY" W/ HOOK & LOOP FOR NUMERAL OVERLAY PLAQUES (ORDER NUMERALS UNDER ITEM #18) | 011128 | \$87.44 | \$874.40 |
| 18 | 40 | Each | EA., 5" X 7" NUMERAL OVERLAY PLAQUES FOR ITEM NUMBER 17 (SPECIFY QTY OF EACH INDIVIDUAL NUMERAL TO BE SUPPLIED) | | \$6.50 | \$260 |
| 19 | 10 | Each | EA., 60"X30" R11-4F "ROAD CLOSED TO THRU TRAFFIC" | 011135 | \$87.27 | \$872.70 |
| 20 | 1 | Each | EA., 48"X36" W22-10F "EXIT _____ " W/ HOOK & LOOP FOR OVERLAYS (ORDER "OPEN" AND "CLOSED" PLAQUES UNDER ITEM #21) | 022260 | \$78.67 | \$78.67 |
| 21 | 1 | Each | EA., 10" X 40" "OPEN" AND "CLOSED" OVERLAY PLAQUES FOR ITEM 20 (SPECIFY QTY OF EACH INDIVIDUAL PLAQUE TO BE SUPPLIED) | 022261 (OPEN) 022262 (CLOSED) | \$16.22 | \$16.22 |

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ALL DIAMOND SHAPED SIGNS WHICH MAY POTENTIALLY BE ALTERED WITH OVERLAY PLAQUES ARE TO BE ORDERED WITH HOOK AND LOOP STRIPS UNDER ITEM NUMBERS 31, 32, 33, AND 34. SEE ATTACHED "SUPPLEMENTAL ROLL-UP SIGN ORDERING INFORMATION" SHEET FOR FURTHER GUIDANCE.

ITEMS 38 THROUGH 53 INCIDENT MANAGEMENT SIGNS ARE ONLY TO BE ORDERED AS DIRECTED AND COORDINATED BY THE TRAFFIC ENGINEERING DIVISION CENTRAL OFFICE

| Item Number | Estimated Quantity | Unit of Measure | Description | Inventory Subcode (DOH USE) | Unit Cost | Total Cost |
|-------------|--------------------|-----------------|--|-----------------------------|-----------|-------------|
| 22 | 1 | Each | EA., 60"X60" W22-11F EXIT GORE SIGN | 022269 | \$142.94 | \$142.94 |
| 23 | 1 | Each | EA., 30"X24" M4-9F STANDARD DETOUR SIGN W/ HOOK & LOOP AND ARROW OVERLAY PLAQUE | | \$67.40 | \$67.40 |
| 24 | 10 | Each | EA., 48"X48" EMERGENCY RESPONSE TRAILER DETOUR SIGN W/ HOOK & LOOP FOR OVERLAY PLAQUES AND ARROW OVERLAY PLAQUE (ORDER ROUTE AND CARDINAL DIRECTION PLAQUES UNDER ITEM NUMBERS 25 & 26) | 114848 | \$103.25 | 1,032.50 |
| 25 | 30 | Each | EA., 9" X 28" EMERGENCY RESPONSE TRAILER ROUTE OVERLAY PLAQUE FOR ITEM 24 (SPECIFY EACH INDIVIDUAL ROUTE PLAQUE TO BE SUPPLIED AND QTY OF EACH) | 110928 | \$12 | \$360 |
| 26 | 1 | Each | EA., 9" X 7" EMERGENCY RESPONSE TRAILER CARDINAL DIRECTION OVERLAY PLAQUE FOR ITEM 24 (SPECIFY QTY OF EACH "N", "S", "E", AND "W" PLAQUES TO BE SUPPLIED) | 110709 | \$12 | \$12 |
| 27 | 35 | Each | Ea., 48" x 48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN (SPECIFY QUANTITY OF EACH FABRICATION NUMBER TO BE SUPPLIED) | | \$88.99 | \$3,114.65 |
| 28 | 570 | Each | Ea., 48" x 48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN, W/ PERMANENT ADDITION OF TWO (2) 18" X 18" VINYL FOLDING FLAGS. (SPECIFY QUANTITY OF EACH FABRICATION NUMBER TO BE SUPPLIED) | | \$99.78 | \$56,874.60 |
| 29 | 640 | Each | Ea., 36" x 36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN (SPECIFY QUANTITY OF EACH FABRICATION NUMBER TO BE SUPPLIED) | | \$64.65 | \$41,376 |
| 30 | 750 | Each | Ea., 36" x 36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN, WITH PERMANENT ADDITION OF TWO (2) 18"X18" VINYL FOLDING FLAGS. (SPECIFY QUANTITY OF EACH FABRICATION NUMBER TO BE SUPPLIED) | | \$71.66 | \$53,745 |
| 31 | 85 | Each | Ea., 48" x 48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS (SPECIFY QTY OF EACH FABRICATION NUMBER TO BE SUPPLIED AND PORTION OF TEXT INTENDED TO BE COVERED WITH OVERLAY PLAQUES - ORDER | | \$93.99 | \$7,989.15 |

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ITEMS 38 THROUGH 53 INCIDENT MANAGEMENT SIGNS ARE ONLY TO BE ORDERED AS DIRECTED AND COORDINATED BY THE TRAFFIC ENGINEERING DIVISION CENTRAL OFFICE

| Item Number | Estimated Quantity | Unit of Measure | Description | Inventory Subcode (DOH USE) | Unit Cost | Total Cost |
|-------------|--------------------|-----------------|--|-----------------------------|-----------|-------------|
| 32 | 175 | Each | Ea., 48" x 48" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH PERMANENT ADDITION OF TWO (2) 18"X18" VINYL FOLDING FLAGS, AND HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS (SPECIFY QTY OF EACH FABRICATION NUMBER TO BE SUPPLIED AND PORTION OF TEXT INTENDED TO BE COVERED WITH OVERLAY PLAQUES - ORDER OVERLAY PLAQUES UNDER BID ITEM 35) | | \$102.99 | \$18,023.25 |
| 33 | 1 | Each | Ea., 36" x 36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS (SPECIFY QTY OF EACH FABRICATION NUMBER TO BE SUPPLIED AND PORTION OF TEXT INTENDED TO BE COVERED WITH OVERLAY PLAQUES - ORDER OVERLAY PLAQUES UNDER BID ITEM 36) | | \$60 | \$60 |
| 34 | 60 | Each | Ea., 36" x 36" DIAMOND, FLUORESCENT ORANGE, STANDARD MESSAGE ROLL-UP SIGN WITH PERMANENT ADDITION OF TWO (2) 18"X18" VINYL FOLDING FLAGS, AND HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS (SPECIFY QTY OF EACH FABRICATION NUMBER TO BE SUPPLIED AND PORTION OF TEXT INTENDED TO BE COVERED WITH OVERLAY PLAQUES - ORDER OVERLAY PLAQUES UNDER BID ITEM 36) | | \$73.76 | \$4,425.60 |
| 35 | 310 | Each | Ea., 8" X 21" ("LEFT" AND "CENTER" TEXT ONLY) OR 8" x 28" FLUORESCENT ORANGE OVERLAYS WITH H&L STRIPS FOR USE WITH ITEM NUMBERS 33 AND 34. EXAMPLES: LEFT, 500 FT., 1000 FT., 1500 FT., 1/2 MILE, AND 1 MILE (SPECIFY QUANTITY OF EACH PLAQUE TO BE SUPPLIED) | | \$12.00 | \$3,720 |
| 36 | 10 | Each | Ea., 6" x 21" FLUORESCENT ORANGE OVERLAYS WITH H&L STRIPS FOR USE WITH ITEM NUMBERS 35 AND 36. EXAMPLES: LEFT, 500 FT., 1000 FT., 1500 FT., 1/2 MILE, 1 MILE, and AHEAD (SPECIFY QUANTITY OF EACH PLAQUE TO BE SUPPLIED) | | \$8 | \$80 |
| 37 | 1 | Each | EA, 18"x36" G20-2 "END ROAD WORK" SIGN | | \$53.27 | \$53.27 |

ORDERING NOTES FOR DOH PERSONNEL:

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ALL DIAMOND SHAPED SIGNS WHICH MAY POTENTIALLY BE ALTERED WITH OVERLAY PLAQUES ARE TO BE ORDERED WITH HOOK AND LOOP STRIPS UNDER ITEM NUMBERS 31, 32, 33, AND 34. SEE ATTACHED "SUPPLEMENTAL ROLL-UP SIGN ORDERING INFORMATION" SHEET FOR FURTHER GUIDANCE.

ITEMS 38 THROUGH 53 INCIDENT MANAGEMENT SIGNS ARE ONLY TO BE ORDERED AS DIRECTED AND COORDINATED BY THE TRAFFIC ENGINEERING DIVISION CENTRAL OFFICE

| FLUORESCENT PINK SIGN PORTION | | | | | | |
|-------------------------------|--------------------|-----------------|--|-----------------------------|-----------|------------|
| Item Number | Estimated Quantity | Unit of Measure | Description | Inventory Subcode (DOH USE) | Unit Cost | Total Cost |
| 38 | 1 | Each | EA, 36" W3-1MF SYMBOLIC "STOP AHEAD" sign, fluorescent-pink | | \$57.99 | \$57.99 |
| 39 | 1 | Each | EA, 48" W3-1MF SYMBOLIC "STOP AHEAD" sign, fluorescent-pink | | \$79.25 | \$79.25 |
| 40 | 1 | Each | EA, 36" W3-2MF SYMBOLIC "YIELD AHEAD" sign, fluorescent-pink | | \$57.94 | \$57.94 |
| 41 | 1 | Each | EA, 48" W3-2MF SYMBOLIC "YIELD AHEAD" sign, fluorescent-pink | | \$79.25 | \$79.25 |
| 42 | 1 | Each | EA, 48"X36" W22-10F "EXIT _____" W/ HOOK & LOOP FOR OVERLAYS, fluorescent-pink (ORDER "OPEN" AND "CLOSED" PLAQUES UNDER ITEM #49) | | \$50.26 | \$50.26 |
| 43 | 1 | Each | EA, 10" X 40" "OPEN" AND "CLOSED" OVERLAY PLAQUES FOR ITEM 48, fluorescent-pink (SPECIFY QTY OF EACH INDIVIDUAL PLAQUE TO BE SUPPLIED) | | \$12.00 | \$12.00 |
| 44 | 1 | Each | EA, 30"X24" M4-9F STANDARD DETOUR SIGN W/ HOOK & LOOP AND ARROW OVERLAY PLAQUE, fluorescent-pink | | \$57.94 | \$57.94 |

ORDERING NOTES FOR DOH PERSONNEL:

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ITEMS 38 THROUGH 53 INCIDENT MANAGEMENT SIGNS ARE ONLY TO BE ORDERED AS DIRECTED AND COORDINATED BY THE TRAFFIC ENGINEERING DIVISION CENTRAL OFFICE

| Item Number | Estimated Quantity | Unit of Measure | Description | Inventory Subcode (DOH USE) | Unit Cost | Total Cost |
|-------------------------|--------------------|-----------------|--|-----------------------------|-----------|---------------------------|
| 45 | 1 | Each | EA., 48"x48" EMERGENCY RESPONSE TRAILER DETOUR SIGN W/ HOOK & LOOP FOR OVERLAY PLAQUES AND ARROW OVERLAY PLAQUE, fluorescent-pink (ORDER ROUTE AND CARDINAL DIRECTION PLAQUES UNDER ITEM NUMBERS 52 & 53) | | \$72.25 | \$72.25 |
| 46 | 1 | Each | EA., 9" X 28" EMERGENCY RESPONSE TRAILER ROUTE OVERLAY PLAQUE FOR ITEM 51, fluorescent-pink (SPECIFY EACH INDIVIDUAL ROUTE PLAQUE TO BE SUPPLIED AND QTY OF EACH) | | \$11 | \$11 |
| 47 | 1 | Each | EA., 9" X 7" EMERGENCY RESPONSE TRAILER CARDINAL DIRECTION OVERLAY PLAQUE FOR ITEM 51, fluorescent-pink (SPECIFY QTY OF EACH "N", "S", "E", AND "W" PLAQUES TO BE SUPPLIED) | | \$8 | \$8 |
| 48 | 1 | Each | Ea., 48" x 48" DIAMOND, FLUORESCENT PINK, STANDARD MESSAGE ROLL-UP SIGN (SPECIFY QUANTITY OF EACH FABRICATION NUMBER TO BE SUPPLIED) | | \$72.25 | \$72.25 |
| 49 | 1 | Each | Ea., 36" x 36" DIAMOND, FLUORESCENT PINK, STANDARD MESSAGE ROLL-UP SIGN (SPECIFY QUANTITY OF EACH FABRICATION NUMBER TO BE SUPPLIED) | | \$61.52 | \$61.52 |
| 50 | 1 | Each | Ea., 48" x 48" DIAMOND, FLUORESCENT PINK, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS (SPECIFY QTY OF EACH FABRICATION NUMBER TO BE SUPPLIED AND PORTION OF TEXT INTENDED TO BE COVERED WITH OVERLAY PLAQUES - ORDER OVERLAY | | \$74.54 | \$74.54 |
| 51 | 1 | Each | Ea., 36" x 36" DIAMOND, FLUORESCENT PINK, STANDARD MESSAGE ROLL-UP SIGN WITH HOOK & LOOP STRIPS FOR OVERLAY ATTACHMENTS (SPECIFY QTY OF EACH FABRICATION NUMBER TO BE SUPPLIED AND PORTION OF TEXT INTENDED TO BE COVERED WITH OVERLAY PLAQUES - ORDER OVERLAY | | \$61.52 | \$61.52 |
| 52 | 1 | Each | Ea., 8" X 21" ("LEFT" AND "CENTER" TEXT ONLY) OR 8" x 28" FLUORESCENT PINK OVERLAYS WITH H&L STRIPS FOR USE WITH ITEM NUMBER 50. EXAMPLES: LEFT, 500 FT., 1000 FT., 1500 FT., 1/2 MILE, AND 1 MILE (SPECIFY QUANTITY OF EACH PLAQUE TO BE SUPPLIED) | | \$8 | \$8 |
| 53 | 1 | Each | Ea., 6" x 21" FLUORESCENT PINK OVERLAYS WITH H&L STRIPS FOR USE WITH ITEM NUMBER 53. EXAMPLES: LEFT, 500 FT., 1000 FT., 1500 FT., 1/2 MILE, 1 MILE, and AHEAD (SPECIFY QUANTITY OF EACH PLAQUE TO BE SUPPLIED) | | \$8 | \$8 |
| Total Bid Amount | | | | | | \$205,755.06 Total |

ORDERING NOTES FOR DOH PERSONNEL:

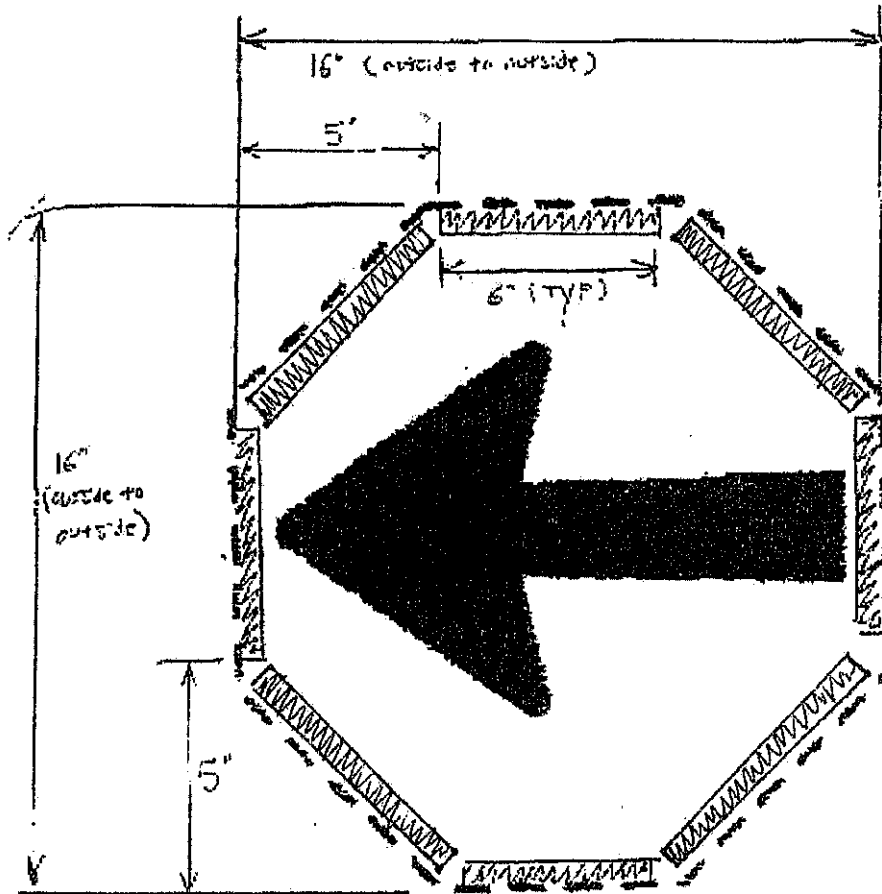
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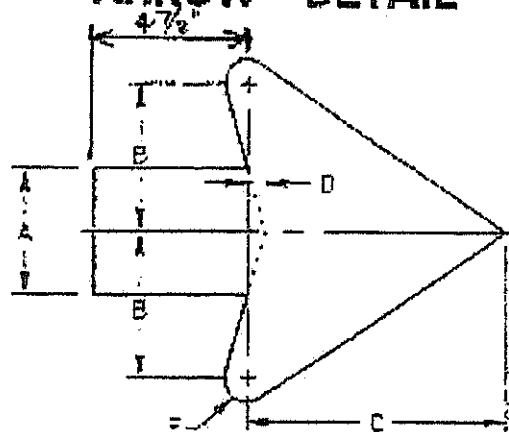
ALL DIAMOND SHAPED SIGNS WHICH MAY POTENTIALLY BE ALTERED WITH OVERLAY PLAQUES ARE TO BE ORDERED WITH HOOK AND LOOP STRIPS UNDER ITEM NUMBERS 31, 32, 33, AND 34. SEE ATTACHED "SUPPLEMENTAL ROLL-UP SIGN ORDERING INFORMATION" SHEET FOR FURTHER GUIDANCE.

ITEMS 38 THROUGH 53 INCIDENT MANAGEMENT SIGNS ARE ONLY TO BE ORDERED AS DIRECTED AND COORDINATED BY THE TRAFFIC ENGINEERING DIVISION CENTRAL OFFICE

EXHIBIT AA
 BID ITEM 24 - MODIFIED STANDARD DETAIL (CONTINUED)



ARROW DETAIL



| A | B | C | D | E |
|-------|---|-------|------|-----|
| 3 1/2 | 4 | 7 7/8 | 9/16 | 1/8 |

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.

SECTION I - ITEM #1 - COMPACT PORTABLE SIGN STAND

1) This section not applicable (this item is not being bid)?

| |
|-----|
| Yes |
| X |

2) Stand manufacturer: N/A

3) Stand trade name and model number: N/A

4) Stand is FHWA approved as meeting all applicable NCHRP-350 or MASH crash testing requirements when used with all signs described under bid items 3 through 39 (except item #24), and on all roadways (Speed Limit 25 MPH to 70 MPH)?

| | |
|-----|----|
| Yes | No |
| | |

5) List all applicable individual FHWA acceptance letter reference numbers below for which statement #4 is based on.

N/A

6) Stand capable of holding 36" and 48" diamond roll-up signs a minimum of 12" off the ground?

| | |
|-----|----|
| Yes | No |
| | |

7) By bidding this Contract, Vendor agrees to extend to the WVDOH a four (4) year warranty against defects in workmanship, parts, and materials?

| | |
|-----|----|
| Yes | No |
| | |

PRINT NAME: N/A

SIGN NAME: N/A

NAME OF VENDOR: N/A

DATE: N/A

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.

1) Sign manufacturer: Eastern Metal of Elmira Inc.

2) Sheeting manufacturer and product code for sheeting being used: Marathon Sheeting (Orafol)

3) Manufacturer's handling and manufacturing methods are in compliance with the sheeting manufacturer's recommendations?

| | |
|-----|----|
| Yes | No |
| X | |

4) In cases where the splicing of roll-up sign material fabric is required as noted within the Contract specifications, the splice is to be accomplished by the method described within the Contract specifications?

| | |
|-----|----|
| Yes | No |
| X | |

5) All vertical, horizontal, or diagonal ribs designed to pivot about a metallic (rivet) pivot point meeting the specifications herein?

| | |
|-----|----|
| Yes | No |
| X | |

6) With the exception of signs having a vertical rib extending below the sign, the ends of the ribs on all signs to slide into a cloth pocket meeting the material, manufacturing, and dimensional requirements contained herein?

| | |
|-----|----|
| Yes | No |
| X | |

7) Vertical ribs of all non-diamond signs (excluding stop signs) to be attached and secured to signs using Hook & Loop material as described herein when specified?

| | |
|-----|----|
| Yes | No |
| X | |

8) All metal parts of the vinyl flag deployment system, when required, to be stainless steel, electro-deposit zinc coated steel, hot-dip galvanized steel, or powder coated steel?

| | |
|-----|----|
| Yes | No |
| X | |

9) Flag staffs shall be 1/8" thick x 1" wide fiberglass ribs.

| | |
|-----|----|
| Yes | No |
| X | |

10) Flag staffs sufficiently long enough to hold the flags completely above the sign face?

| | |
|-----|----|
| Yes | No |
| X | |

11) No hand tightening of any components required to hold the flags in the deployed position?

| | |
|-----|----|
| Yes | No |
| X | |

12) When deployed, the two flags extend symmetrically (about the vertical centerline) up and out from their mounting point along the vertical rib, with the flags held in position completely above the sign face, and with each staff at an angle of 30 to 60 degrees from the vertical centerline of the sign?

| | |
|-----|----|
| Yes | No |
| X | |

13) For particular signs and overlay plaques requiring hook and loop (H&L) strips for temporary overlay attachment, the hook ("coarse") side of the H&L is attached to the sign faces, and the loop ("fuzzy") side of the H&L is attached to the back face of the overlays?

| | |
|-----|----|
| Yes | No |
| X | |

14) All signs to present a finished, professional look to the motorist with no sagging of the sign material?

| | |
|-----|----|
| Yes | No |
| X | |

15) Signs to include anti-kite H&L loops attached to the back faces of the signs for connection around the ribs of the signs (manufacturer shall determine appropriate locations for anti-kite H&L strips)?

| | |
|-----|----|
| Yes | No |
| X | |

16) H&L material to be fastened near the vertical center of one of the horizontal end points on each sign, and to be oriented such that when the sign is rolled up on the vertical rib the H&L material will encircle the sign and hold it in the rolled up storing position?

| | |
|-----|----|
| Yes | No |
| X | |

17) All signs to have a permanent sticker affixed to the non-reflective face with the wording "PROPERTY OF WVDOH" in 1/2" minimum legend size?

| | |
|-----|----|
| Yes | No |
| X | |

18) Rib sizes, rib locations, rib lengths, corner pocket locations, and rotation point locations to be in substantial conformance as shown in the supplemental drawings included within the Contract?

| | |
|-----|----|
| Yes | No |
| X | |

19) Identification to be printed in the margin for convenient indication of the sign message when the sign is rolled up for storage?

| | |
|-----|----|
| Yes | No |
| X | |

PRINT NAME: Shaun Peden

SIGN NAME: 

NAME OF VENDOR: Eastern Metal of Elmira Inc.

DATE: 11/25/19

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.

SECTION II - ITEM #2 - LARGE, ALUMINUM SUBSTRATE SIGN AND OVERSIZED ROLL-UP SIGN PORTABLE SIGN STAND

1) This section not applicable (this item is not being bid)?

| |
|-----|
| Yes |
| X |

2) Stand manufacturer: N/A

3) Stand trade name and model number: N/A

4) Stand is FHWA approved as meeting all applicable NCHRP-350 or MASH crash testing requirements when used with all signs described under bid items 3 through 39, and 80 ga aluminum substrate signs not larger than 48X48 (DIAMOND), 60X30 (HORIZONTAL RECTANGLE), 36X60 (VERTICAL RECTANGLE), 48" (OCTAGON), 48" (SQUARE), OR 48" (TRIANGLE), and on all roadways (Speed Limit 25 MPH to 70 MPH)?

| | |
|-----|----|
| Yes | No |
| | |

5) List all applicable individual FHWA acceptance letter reference numbers below for which statement #4 is based on.

N/A

6) Stand, as supplied, capable of holding 0.080 aluminum 48" diamond signs, 48" octagon signs, 48" triangle signs, 36x60 vertical rectangle signs, 60x30 horizontal rectangle signs, and smaller signs, as well as roll-up signs as large as 60x60 square?

| | |
|-----|----|
| Yes | No |
| | |

7) Stand designed such that the sign mounting height will be 12 in to 24 in off of the ground?

| | |
|-----|----|
| Yes | No |
| | |

8) Stand to be supplied with a adjustable mast, adjustable brackets for rigid signs, and an adjustable roll-up sign bracket?

| | |
|-----|----|
| Yes | No |
| | |

9) Supplied roll-up sign bracket accommodates all of the horizontal rib sizes detailed as part of this Contract?

| | |
|-----|----|
| Yes | No |
| | |

10) By bidding this Contract, Vendor agrees to extend to the WVDOH a four (4) year warranty against defects in workmanship, parts, and materials?

| | |
|-----|----|
| Yes | No |
| | |

PRINT NAME: N/A

SIGN NAME: N/A

NAME OF VENDOR: N/A

DATE: N/A

EXHIBIT BB

48x48 SQUARE - CORNER POCKET AND RIB CONFIGURATION

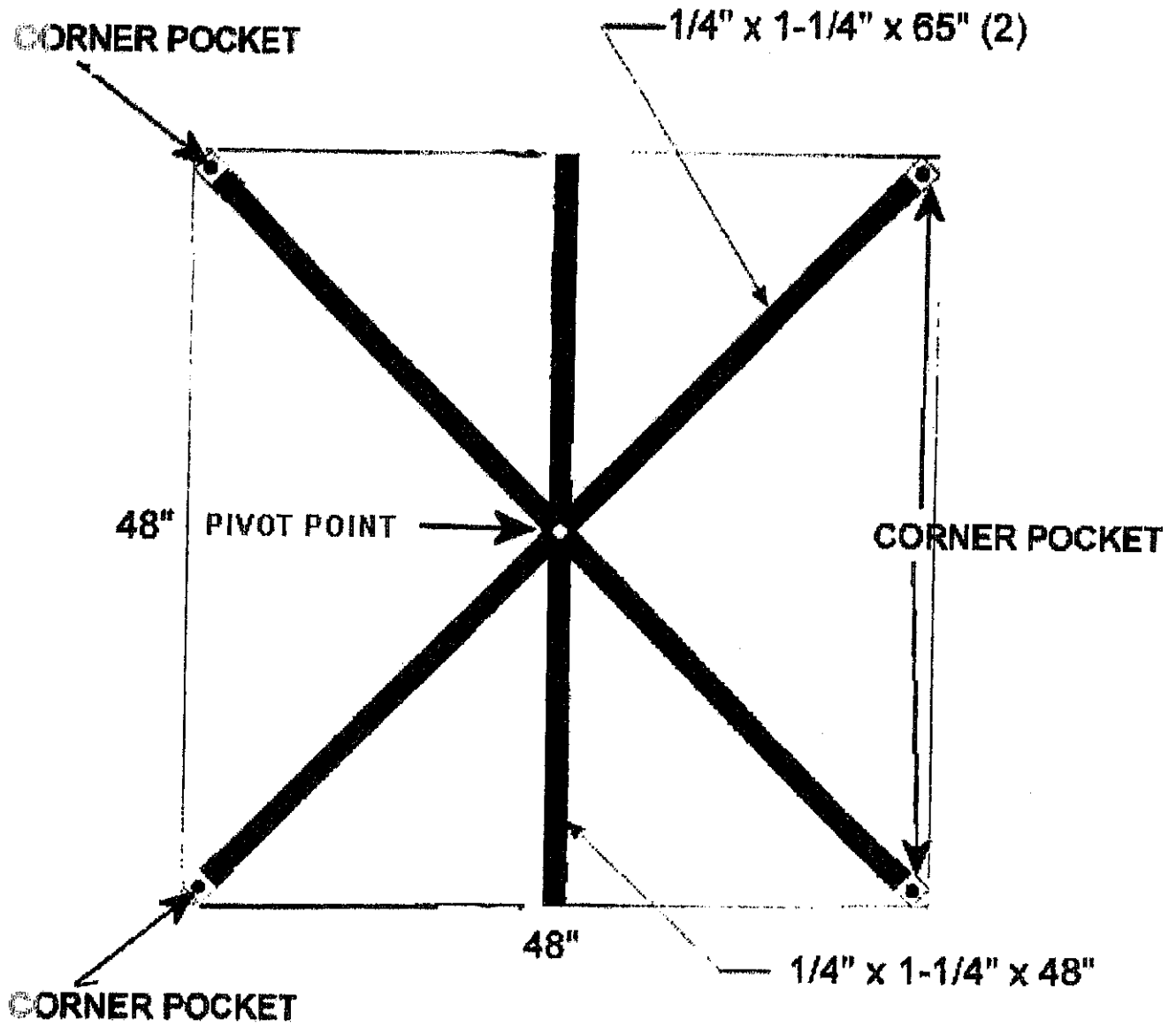
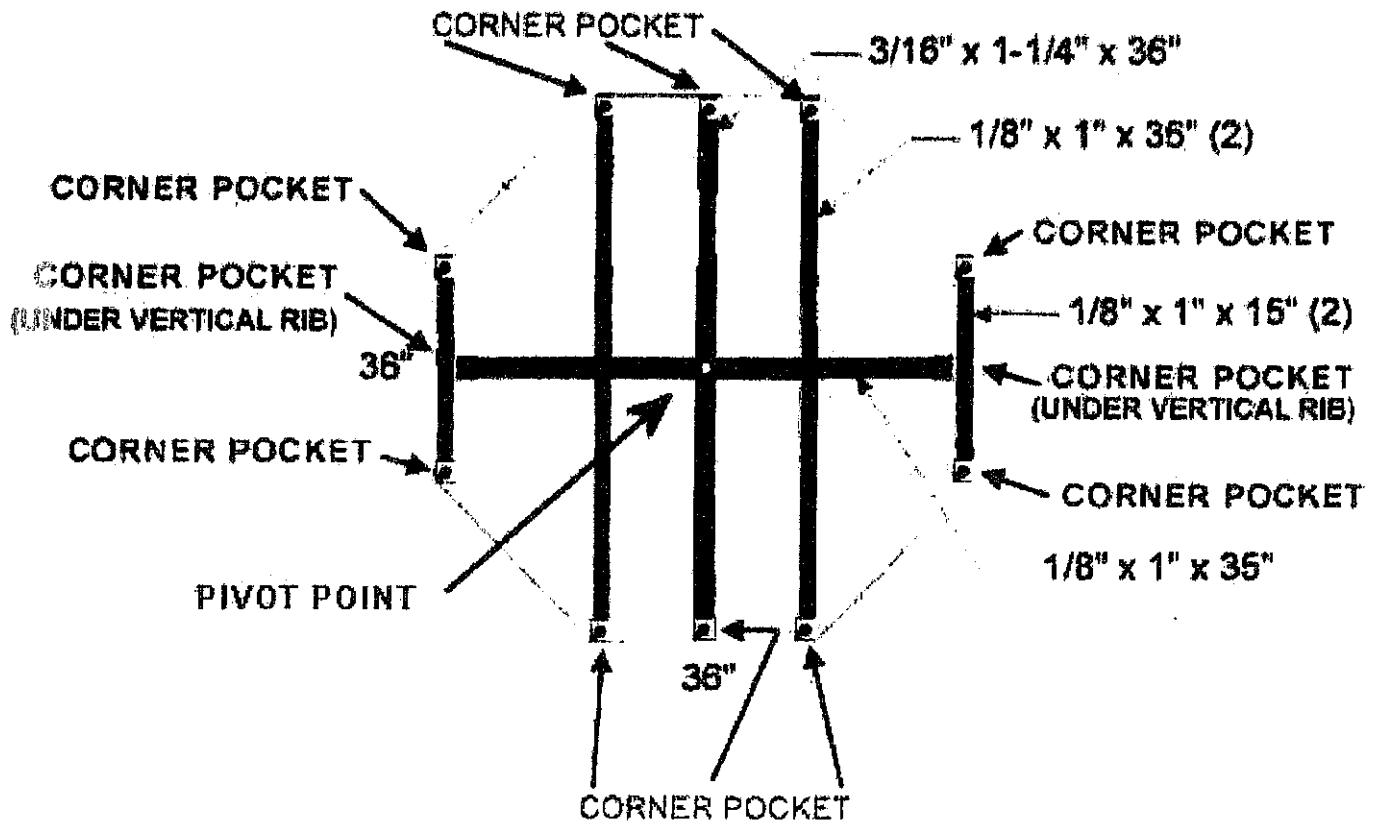


EXHIBIT C

36" OCTAGON - CORNER POCKET AND RIB CONFIGURATION



SUPPLEMENTAL ROLL-UP SIGN ORDERING INFORMATION

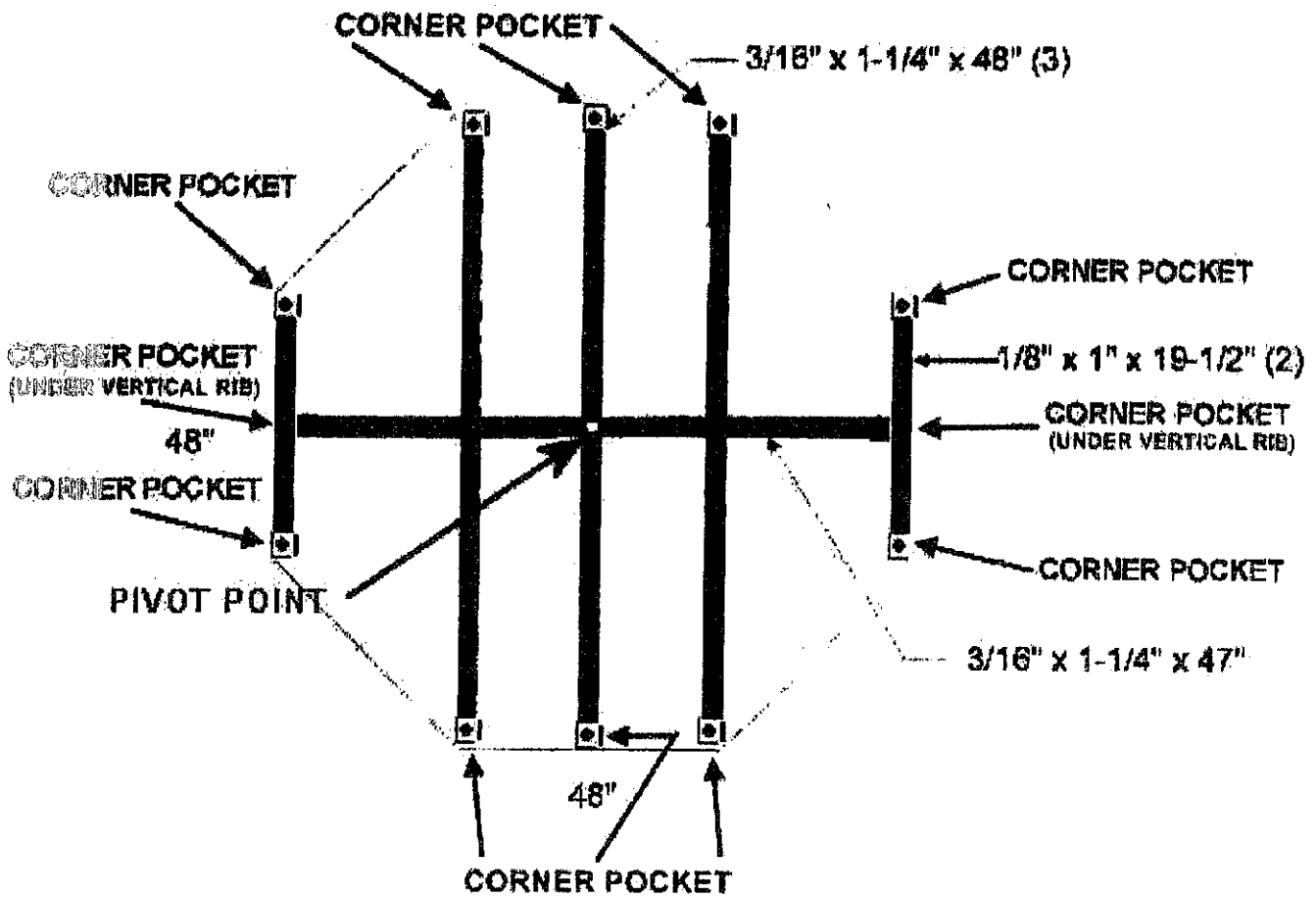
The following is a listing of diamond shaped signs for which alternate messages may be displayed using supplemental overlay plaques. All such signs are to be ordered with hook & loop strips under item numbers 31, 32, 33, or 34. In addition, all such signs are to be ordered with the indicated "base" sign message being the permanent sign message. All alternate messages to the "base" sign message are to be accomplished by using the supplemental overlay plaques supplied under item numbers 35 and 36.

| Fabrication Number | Fab Book Description | Applicable Sizes | "Base" Sign Message * | Additional Notes |
|--------------------|---|------------------|-----------------------------------|--|
| W4-7 | THRU TRAFFIC MERGE LEFT (RIGHT) | 36" and 48" | THRU TRAFFIC MERGE RIGHT | |
| W5-1 | ROAD (LANE) (RAMP) NARROWS | 36" and 48" | ROAD NARROWS | |
| W5-1C | NARROW ROAD (LANE) (LANES) | 36" only | NARROW ROAD | |
| W8-9 | LOW (NO) SHOULDER | 36" and 48" | LOW SHOULDER | |
| W9-1 | LEFT (RIGHT) LANE ENDS | 36" and 48" | RIGHT LANE ENDS | |
| W20-1 | ROAD WORK AHEAD (VARIOUS ALTERNATE MESSAGES) | 36" only | ROAD WORK AHEAD | Use item #34 |
| W20-1 | ROAD WORK AHEAD (VARIOUS ALTERNATE MESSAGES) | 48" | ROAD WORK 1 MILE | Use Item #32 No 8x28 "AHEAD" plaques are to be ordered for use with this sign |
| W20-2 | DETOUR 1000 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | DETOUR 1000 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W20-3 | ROAD CLOSED 1000 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | ROAD CLOSED 1000 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W20-4 | ONE LANE ROAD 1000 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | ONE LANE ROAD 1000 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W20-5 | RIGHT (LEFT) (CENTER) LANE CLOSED 1500 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | RIGHT LANE CLOSED 1500 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W20-5A | RIGHT (LEFT) TWO LANES CLOSED 1500 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | RIGHT TWO LANES CLOSED 1500 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W20-10 | SHOULDER CLOSED 1000 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | SHOULDER CLOSED 1000 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W20-11 | LANE SHIFT 1000 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | LANE SHIFT 1000 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W21-5A | RIGHT (LEFT) SHOULDER CLOSED | 36" and 48" | RIGHT SHOULDER CLOSED | |
| W21-5B | RIGHT (LEFT) SHOULDER CLOSED 1000 FT (VARIOUS ALTERNATE MESSAGES) | 36" and 48" | RIGHT SHOULDER CLOSED 1000 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign in the 48" size |
| W21-5C | SHOULDER WORK AHEAD (VARIOUS ALTERNATE MESSAGES) | 36" only | SHOULDER WORK AHEAD | |
| W21-5C | SHOULDER WORK AHEAD (VARIOUS ALTERNATE MESSAGES) | 48" | SHOULDER WORK 500 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign |
| W21-7 | UTILITY WORK AHEAD (VARIOUS ALTERNATE MESSAGES) | 36" only | UTILITY WORK AHEAD | |
| W21-7 | UTILITY WORK AHEAD (VARIOUS ALTERNATE MESSAGES) | 48" | UTILITY WORK 1 MILE | No 8x28 "AHEAD" plaques are to be ordered for use with this sign |
| W22-1 | BLASTING ZONE AHEAD (VARIOUS ALTERNATE MESSAGES) | 36" only | BLASTING ZONE AHEAD | |
| W22-1 | BLASTING ZONE AHEAD (VARIOUS ALTERNATE MESSAGES) | 48" | BLASTING ZONE 1500 FT | No 8x28 "AHEAD" plaques are to be ordered for use with this sign |

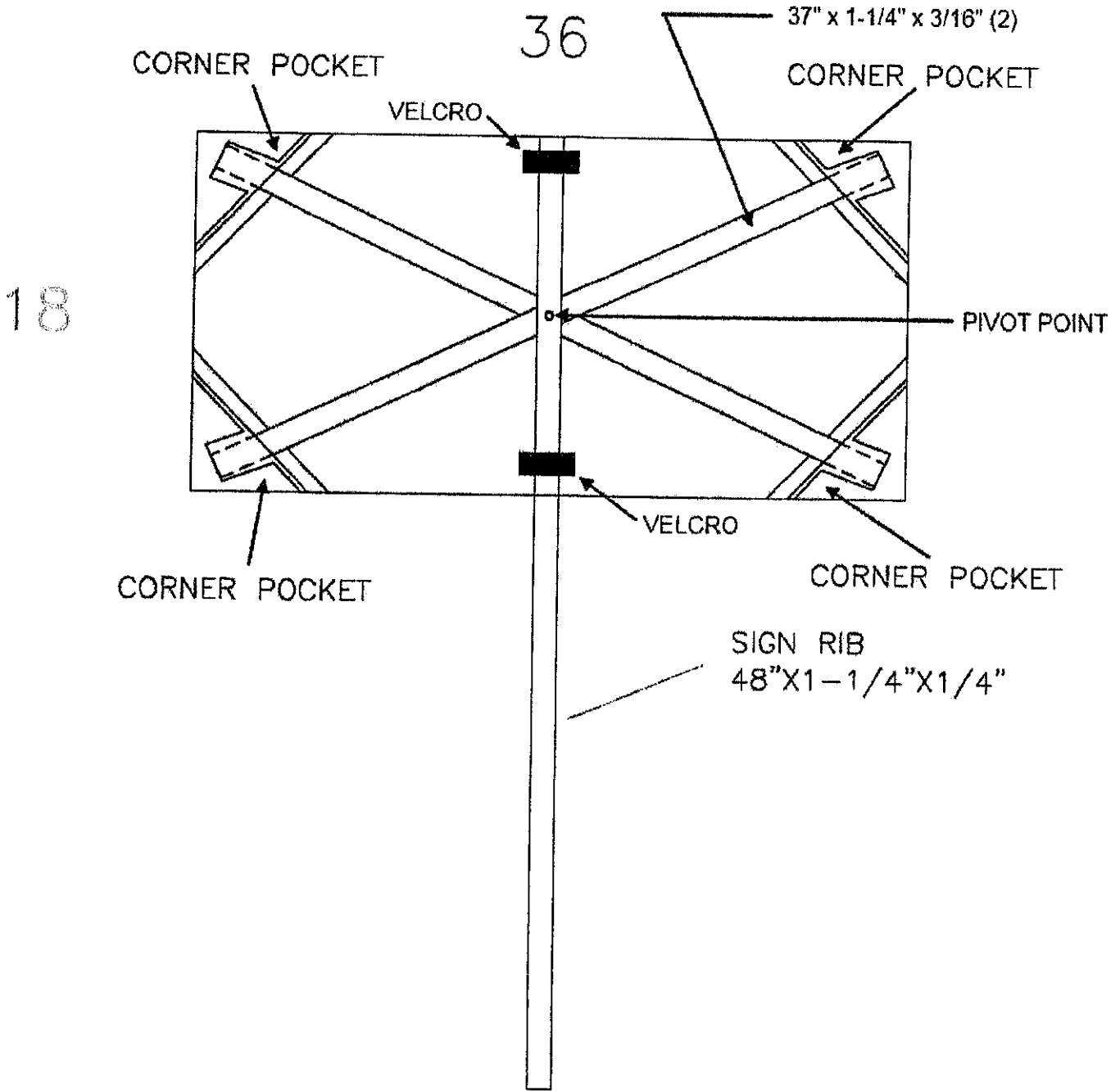
* For each sign shown in this column, the underlined portion(s) of the sign text shall have the "hook" strip portion of hook & loop strips installed above & below the text in accordance with the Contract specifications so that overlay plaques may be applied if needed.

EXHIBIT D

48" OCTAGON - CORNER POCKET AND RIB CONFIGURATION



36X18 HORIZONTAL RECTANGLE - CORNER POCKET AND RIB CONFIGURATION



West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised June 8, 2018

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Eastern Metal of Elmira Address: 1430 Sullivan St.
Elmira NY 14901

Name of Authorized Agent: Jackie Greenawalt Address: 1430 Sullivan St. Elmira NY 14901

Contract Number: DOT 2000000071 Contract Description: Reflective Roll-up Signs

Governmental agency awarding contract: Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**

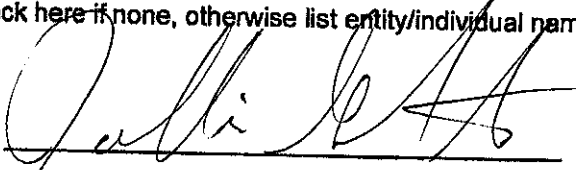
Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: 

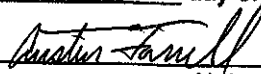
Date Signed: 11/26/2019

Notary Verification

State of New York, County of Chenango:

I, Jackie S. Greenawalt, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 26th day of November, 2019.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

AUSTIN FARRELL
Lic. #01FA6320868
Notary Public - State of New York
Qualified in Chenung County
COMM. EXP. 03/09/2023

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Eastern Model of Elmira Inc

Authorized Signature: [Signature] Date: 11/26/19

State of New York

County of Chemung, to-wit:

Taken, subscribed, and sworn to before me this 26th day of November, 2019.

My Commission expires March 9th, 2023

AFFIX SEAL HERE

AUSTIN FARRELL
Lic. #01FA6320868
Notary Public - State of New York
Qualified in Chemung County
COMM. EXP. 03/09/2023

NOTARY PUBLIC [Signature]