



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

State of West Virginia
Centralized Request for Quote
Public Safety

Proc Folder: 1000529		Reason for Modification:	
Doc Description: WORK AREA PROTECTION IMPACT ATTENUATOR PARTS			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-08	2022-02-24 13:30	CRFQ 0803 DOT2200000117	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name: Road Safe traffic systems

Address: 960 Kelly Road

Street:

City: Cumberland, MD

State: MARYLAND Country: USA Zip: 21502

Principal Contact: PENNY DAWSON

Vendor Contact Phone: 301-724-6300 Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X *Paul Balchi* FEIN# 26-1084418 DATE 2-24-2022

02/24/22 09:50:00
WV PURCHASING DIVISION

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the WVDOH to establish an open-end contract for replacement parts to be used to repair SCI SCI100GM and SCI70GM impact attenuators. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

SHIP TO

VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City
US

WV

No City
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WORK AREA PROTECTION IMPACT ATTENUATOR PARTS	1.00000	EA		

Comm Code

Manufacturer

Specification

Model #

46161515

Extended Description:

WORK AREA PROTECTION IMPACT ATTENUATOR PARTS

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-02-16

	Document Phase	Document Description	Page
DOY2200000117	Final	WORK AREA PROTECTION IMPACT ATTENUATOR PARTS	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: RAD BODKIN

Authorized Signature: (Rad Bodkin) Date: 2-24-2022

State of Pennsylvania

County of Lancaster, to-wit:

Taken, subscribed, and sworn to before me this 24 day of February, 2022

My Commission expires Jan - 09, 2026.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Public
Saly Ellessy, Notary Public
Lancaster County
My commission expires January 9, 2026
Commission number 1322542

NOTARY PUBLIC

Saly Ellessy
Purchasing Affidavit (Revised 01/19/2018)

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.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Road Safe Address: 960 Kelly Rd

Cumberland MD

Name of Authorized Agent: John ESTEP Address: 25201

Contract Number: ROTZZ0000117 Contract Description: PARTS

Governmental agency awarding contract: WVDOH

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: Rod Bodkin

Date Signed: 2-24-2022

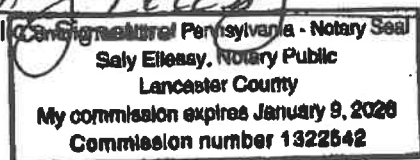
Notary Verification

State of Pennsylvania, County of Lancaster:

I, RAIS BODKIN, 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 24 day of February, 2022.

Sally E. Elsey
Notary Public



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

EXHIBIT A - PRICING SHEETS

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	PART DETAIL SHEET(S)	UNIT COST	EXTENDED TOTAL AMOUNT (QTY x UNIT COST)	UNSPSC COMMODITY CODE	(DOH USE ONLY) INVENTORY SUBCODE
		Work Area Protection/SCI Products Smart Cushion Attenuators					
		Shear Bolts					
1	10	Shear Bolt	NA	4		46161515	311100
		Side (fender) panels					
2	5	Front sled side panel (to include keepers and any other required hardware for attachment)	63/64	610		46161515	312100
3	4	Intermediary side panel (to include keepers and any other required hardware for attachment) DO NOT USE FOR SLED OR LAST BAY	63/64	400		46161515	312150
4	2	Rear bay side panel (to include keepers and any other required hardware for attachment)	63/64	375		46161515	312200
		Mobile frames (Diaphragms)					
5	4	Mobile Frame #1 (1 st frame for TL-3 unit). To include side guides and any required hardware DO NOT USE IN TL-2 UNIT	63/64	515		46161515	NA
6	4	Mobile Frame #2 (2 nd frame for TL-3 unit). To include side guides and any required hardware DO NOT USE IN TL-2 UNIT	63/64	515		46161515	NA
7	3	Mobile Frame #3 (3 rd frame for TL-3 unit) To include side guides and any required hardware DO NOT USE IN TL-2 UNIT	63/64	515		46161515	NA
8	3	Mobile Frame #4 (4 th frame for TL-3 unit / 1 st frame for TL-2 unit) To include side guides and any required hardware	63/64	515		46161515	NA
9	2	Mobile Frame #5 (5 th frame for TL-3 unit / 2 nd frame for TL-2 unit) To include side guides and any required hardware	63/64	515		46161515	NA
10	2	Mobile Frame #6 (6 th frame for TL-3 unit / 3 rd frame for TL-2 unit) To include side guides and any required hardware	63/64	515		46161515	NA

26	2	Left side 36" black straight transition panel (to include all required hardware excluding anchor bolts for complete installation)	71/72	1900		46161515	NA
27	1	Right side SCI to three beam rail transition (to include hardware required for attaching first panel of transition to last SCI side panel)	73/74	1500		46161515	NA
28	2	Left side SCI to three beam rail transition (to include hardware required for attaching first panel of transition to last SCI side panel)	73/74	1500		46161515	NA
29	3	Right side SCI to w-beam rail transition (to include hardware required for attaching first panel of transition to last SCI side panel) To also include intermediary three beam transition	75/76	2000		46161515	NA
30	2	Left side SCI to w-beam rail transition (to include hardware required for attaching first panel of transition to last SCI side panel) To also include intermediary three beam transition	75/76	2000		46161515	NA
31	3	Right side straight slope barrier transition (to include all required hardware excluding anchor bolts for complete installation)	77/78	2000		46161515	NA
32	2	Left side straight slope barrier transition (to include all required hardware excluding anchor bolts for complete installation)	77/78	2000		46161515	NA
Complete Units							
33	5	Work Area Protection SCI Smart Cushion SCI170GM-CA unit, NCHRP-350 Test Level 2, 24" width, to be delivered pre-assembled (to include all anchoring studs and anchoring stud epoxy required for installation on concrete) THIS ITEM MAY ONLY BE ORDERED BY THE TRAFFIC ENGINEERING DIVISION	NA	16900		46161515	NA
34	5	Work Area Protection SCI Smart Cushion SCI100GM-CA unit, NCHRP-350 Test Level 3, 24" width, to be delivered pre-assembled (to include all anchoring studs and anchoring stud epoxy required for installation on concrete) THIS ITEM MAY ONLY BE ORDERED BY THE TRAFFIC ENGINEERING DIVISION	NA	21500		46161515	NA

		Front (nose) covers					
11	3	Front cover panel, yellow - TL-2 unit (for mounting reflective panel)		NA	300		46161515 314100
12	2	Front cover panel, yellow - TL-3 unit (for mounting reflective panel)		NA	300		46161515 314150
		Front Sleds					
13	2	Front sled - TL-2 unit (to include guide rollers and any additional components / hardware required for installation)		63/64	2475		46161515 NA
14	2	Front sled - TL-3 unit (to include guide rollers and any additional components / hardware required for installation)		63/64	2575		46161515 NA
		Sheave Tools/Components					
15	2	Anti-rotation pin removal tool		NA	250		46161515 NA
16	3	Front sheave anti-rotation pin		NA	95		46161515 NA
17	2	Rear sheave anti-rotation pin		NA	95		46161515 NA
18	3	Sheave cover plate (to include attachment hardware)		NA	100		46161515 NA
		Transitions					
19	3	Right side jersey barrier transition (to include all required hardware excluding anchor bolts for complete installation)		65/66	1800		46161515 NA
20	2	Left side jersey barrier transition (to include all required hardware excluding anchor bolts for complete installation)		65/66	1800		46161515 NA
21	3	Right side 24" block transition (to include all required hardware excluding anchor bolts for complete installation)		67/69	1500		46161515 NA
22	2	Left side 24" block transition (to include all required hardware excluding anchor bolts for complete installation)		67/68	1500		46161515 NA
23	3	Right side 30" block straight transition panel (to include all required hardware excluding anchor bolts for complete installation)		69/70	1700		46161515 NA
24	2	Left side 30" block straight transition panel (to include all required hardware excluding anchor bolts for complete installation)		69/70	1700		46161515 NA
25	3	Right side 36" block straight transition panel (to include all required hardware excluding anchor bolts for complete installation)		71/72	1900		46161515 NA

Complete Unit Shipping Cost, per District						
35	1	Complete Unit Shipment, District 1	NA	1500		NA NA
36	1	Complete Unit Shipment, District 2	NA	1500		NA NA
37	1	Complete Unit Shipment, District 3	NA	1400		NA NA
38	1	Complete Unit Shipment, District 4	NA	1000		NA NA
39	1	Complete Unit Shipment, District 5	NA	1000		NA NA
40	1	Complete Unit Shipment, District 6	NA	1100		NA NA
41	1	Complete Unit Shipment, District 7	NA	1300		NA NA
42	1	Complete Unit Shipment, District 8	NA	1300		NA NA
43	1	Complete Unit Shipment, District 9	NA	1400		NA NA
44	1	Complete Unit Shipment, District 10	NA	1500		NA NA

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WVDOH to establish an open-end contract for replacement parts to be used to repair SCI SCI100GM and SCI70GM impact attenuators.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "SCI"** means Smart Cushion Innovations
 - 2.5 "Hill and Smith, Inc."** means Hill and Smith, Inc., manufacturer of transportation safety products, of Columbus OH.
 - 2.6 "WVDOH"** means the West Virginia Division of Highways.
 - 2.7 "FHWA"** means Federal Highway Administration
 - 2.8 "AASHTO"** means the American Association of State and Highway Transportation Officials
 - 2.9 "MASH"** means the AASHTO publication "Manual for Assessing Safety Hardware", 2nd Edition, a copy of which may be obtained at the following site:

<https://store.transportation.org/item/publicationdetail/2707>
 - 2.10 "APL"** means the WVDOH Approved Products Listing for "Traffic Safety Devices - MASH", a copy of which may be found at the following location:

http://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

REQUEST FOR QUOTATION
SCI Impact Attenuator Parts

The Approved Products List establishes a list of "certified" manufacturers that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or Vendor. Any manufacturer capable of meeting the established level of quality may become an "certified" manufacturer and be added to the APL in accordance with the procedures found in MP 700.00.55 Guidelines for Establishing Approved Lists of Materials and Sources. A copy of MP 700.00.55 may be found at the following website:

<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

- 2.11 "owner", as used in Section 2.11 & 2.12 below, shall mean the owner of the rights to the device(s) specified in this Contract and the rights to devices for which the parts being supplied as part of this Contract are intended to be used with.**
- 2.12 "equal", as used in Section 3.1.1 and its' subsections, as applicable, means that the supplied parts can be substituted for the parts specified in the Pricing Pages with no modifications, the parts are indistinguishable from the parts manufactured by the owner, the parts will perform and function the same as the parts manufactured by the owner, the manufacturing and supplying of the parts do not violate any rights or patents of the owner, and the use of such parts will have no effect on the devices meeting the MASH requirements specified herein. If a Vendor proposes to supply parts not manufactured by the owner, the Vendor, parts manufacturer, and owner shall each certify in writing to each of the previously specified requirements for the parts to be considered "equal". In addition, the Vendor shall obtain an acknowledgement letter from the WVDOH stating that the use of replacement parts from the specified manufacturer will have no effect on the devices meeting the MASH requirements specified herein.**
- 2.13 "equal", as used in Section 3.1.2 and its' subsections, as applicable, means that the supplied devices can be substituted for the devices specified in the Pricing Pages with no modifications to the devices or the existing base & transition anchors originally installed for the devices specified, the devices can be repaired using the parts supplied under this Contract intended to be used for repairing the devices specified, the manufacturing and supplying of the devices do not violate any rights or patents of the owner, and the devices meet the MASH requirements specified herein. If a Vendor proposes to supply devices other than those specified, the Vendor & device manufacturer shall each certify in writing to each of the previously specified requirements for the devices to be considered "equal". In addition, the Vendor shall**

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

obtain an acknowledgement letter from the WVDOH stating that the devices have been determined by the WVDOH to meet the Test Level 2 or 3 (as applicable) requirements of MASH and are listed on the APL.

3. GENERAL REQUIREMENTS:

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

3.1.1 SCI100GM and SCI70GM Replacement Parts, or equal

3.1.1.1 Items 1-32 as shown on Exhibit A, Pricing Sheets, shall be replacement parts for SCI 3.1.1 SCI100GM and SCI70GM impact attenuators, or equal

3.1.1.2 Items 1-28 shall be replacement parts manufactured by Hill and Smith, Inc., or equal.

3.1.1.3 Manufacturer product drawings of various components, numbered to correlate with the sheet numbers referenced in the "Part Detail Sheet(s)" column in Exhibit A, are attached hereto as Exhibit B.

3.1.2 SCI100GM and SCI70GM Impact Attenuators, or equal

3.1.2.1 Items 33-34 as shown on Exhibit A, Pricing Sheets, shall be various length complete SCI100GM and SCI70GM Impact Attenuators, or equal, with installation components as described. Items 33-34 may only be ordered directly by the WVDOH Traffic Engineering Division.

3.1.2.2 Items 33-34 shall be complete units manufactured by Hill and Smith, Inc., or equal.

3.1.2.3 Costs for shipping of items 33-34 should not be included in the Vendor's pricing for the items. Costs for shipping of these items shall be paid for under items 35-44 as described herein.

3.1.3 SCI100GM and SCI70GM Impact Attenuators, complete unit shipping cost, per District

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

3.1.3.1 Items 35-44 as shown on Exhibit A, Pricing Sheets, shall be used to pay for the shipment of complete attenuator devices, as described in Section 3.1.2.

3.1.3.2 One unit of the appropriate item, based on the WVDOH District in which the shipping location is located, shall be paid for each complete attenuator device shipped.

3.1.3.3 WVDOH District map is attached as Exhibit C for reference. Shipping destination within each District may be any WVDOH facility within the District.

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.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a unit price for all items listed. 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: john.w.estep@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

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

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 twenty one (21) Working Days after orders are received. Vendor should deliver emergency orders within seven (7) 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.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

If the Vendor is unable to deliver in full within twenty-one (21) Working Days after receipt of the order, the Vendor shall be subject to a daily (per Calendar Day) penalty in the amount of \$40 for each Calendar Day beyond the delivery deadline date 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. This penalty will be applied in cases where, in the purchasing organizations' s judgement, the reason for the delay is within control of the Vendor and/or is not sufficiently supported.

The Vendor shall not be subject to the above described penalty for non-delivery of items within seven (7) Working Days on emergency orders. The Vendor shall be subject to the above described penalty only when the delivery time of such items exceeds twenty-one (21) Working Days.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Except as otherwise specified herein, 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 additional delivery costs incurred on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. No markup shall be permitted for these additional charges.

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

On any such orders, the Vendor may only invoice for additional freight charges incurred for items that are delivered within the specified (7) Working Days. For items 33-34 delivered within seven (7) Working Days under an emergency order, the additional shipping fees paid by the Agency shall be limited to the difference between the freight charges on the original freight bill and the payment made to the Vendor under the appropriate shipping bid item as described in Section 3.1.3.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion. The provisions of Section 6.2 shall apply until the entire Release Order is completed correctly and in full.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 6.6 Packaging:** All large components shall be shipped adequately secured on pallets for ease in unloading. Large components shall be easily identifiable or the packaging shall be labeled indicating the contained parts. All accessory hardware and relatively small components shall be appropriately packaged and labeled.

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.

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Rad Bodkin
Telephone Number: 304-590-1277
Fax Number: _____

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.

Rad Bodkin Rad Bodkin Account Manager
 (Name, Title) Rad Bodkin Account Manager
 (Printed Name and Title) 960 Kelly Rd. Cumberland, MD 21502
 (Address) 304-590-1277
 (Phone Number) / (Fax Number) rbodkin@roadsafetraffic.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Road Safe traffic systems
 (Company)
Rad Bodkin, RAD BODKIN Account Manager
 (Authorized Signature) (Representative Name, Title)
Rad Bodkin Account Manager
 (Printed Name and Title of Authorized Representative)
2-24-2022
 (Date)
304-590-1277
 (Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
SCI Impact Attenuator Parts**

Email Address: rbodkin@roadsafetraffic.com