



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
- Clarification Request

Procurement Folder: 1050412

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: KORMAN SIGNS INC

Alias/DBA:

Total Bid: \$64,815.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000174

Published Date: 5/26/22

Close Date: 6/9/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1050412
Solicitation Description: BACK TO BACK U-CHANNEL BREAKAWAY DEVICES & REPLACEMENT PARTS
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-06-09 13:30	SR 0803 ESR06082200000007736	1

VENDOR
000000197799
KORMAN SIGNS INC

Solicitation Number: CRFQ 0803 DOT2200000174

Total Bid: 64815

Response Date: 2022-06-08

Response Time: 15:00:29

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X **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	BACK TO BACK U-CHANNEL SIGN SUPPORT BREAKAWAY DEVICE	100.00000	EA	440.000000	44000.00

Comm Code	Manufacturer	Specification	Model #
55120000			

Commodity Line Comments:

Extended Description:

BACK TO BACK U-CHANNEL SIGN SUPPORT BREAKAWAY DEVICE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	REPLACEMENT BOLT KEEPER PLATE	100.00000	EA	11.450000	1145.00

Comm Code	Manufacturer	Specification	Model #
55120000			

Commodity Line Comments:

Extended Description:

REPLACEMENT BOLT KEEPER PLATE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	REPLACEMENT "C" BRACKET	100.00000	EA	12.700000	1270.00

Comm Code	Manufacturer	Specification	Model #
55120000			

Commodity Line Comments:

Extended Description:

REPLACEMENT "C" BRACKET

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	REPLACEMENT HARDWARE	100.00000	EA	184.000000	18400.00

Comm Code	Manufacturer	Specification	Model #
55120000			

Commodity Line Comments:

Extended Description:

REPLACEMENT HARDWARE



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
 Highways

Proc Folder: 1050412		Reason for Modification:	
Doc Description: BACK TO BACK U-CHANNEL BREAKAWAY DEVICES & REPLACEMENT PARTS			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-26	2022-06-09 13:30	CRFQ 0803 DOT2200000174	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000197799

Vendor Name : Korman Signs Inc

Address : 3029 Lincoln Avenue

Street :


City : Henrico

State : VA **Country :** USA **Zip :** 23228

Principal Contact : John Murray

Vendor Contact Phone: 800-296-6050 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 54-0993439 **DATE** 6-8-22

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 West Virginia Division of Highways to establish an open-end contract for back to back u-channel sign support breakaway devices. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO | **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA 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	BACK TO BACK U-CHANNEL SIGN SUPPORT BREAKAWAY DEVICE	100.00000	EA	\$440.00	\$44,000.00

Comm Code	Manufacturer	Specification	Model #
55120000	Nucor		14881945

Extended Description:
BACK TO BACK U-CHANNEL SIGN SUPPORT BREAKAWAY DEVICE

INVOICE TO | **SHIP TO**

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA 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
2	REPLACEMENT BOLT KEEPER PLATE	100.00000	EA	\$11.45	\$1,145.00

Comm Code	Manufacturer	Specification	Model #
55120000	Nucor		14881810

Extended Description:
REPLACEMENT BOLT KEEPER PLATE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA 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
3	REPLACEMENT "C" BRACKET	100.00000	EA	\$12.70	\$1,270.00

Comm Code	Manufacturer	Specification	Model #
55120000	Nucor		14881740

Extended Description:
REPLACEMENT "C" BRACKET

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA 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
4	REPLACEMENT HARDWARE	100.00000	EA	\$184.00	\$18,400.00

Comm Code	Manufacturer	Specification	Model #
55120000	Nucor		14881860

Extended Description:
REPLACEMENT HARDWARE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-06-03

	Document Phase	Document Description	Page
DOT2200000174	Final	BACK TO BACK U-CHANNEL BREAKAWAY DEVICES & REPLACEMENT PARTS	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

PRICING PAGES

Contract Item Number	Estimated Quantity	Item Description	UNSPSC Code	Unit Cost	Extended Total Amount (Qty x Unit Cost)
1	100	Back to Back u-channel sign support breakaway device	55120000	\$440.00	\$44,000.00
2	100	Replacement bolt keeper plate	55120000	\$11.45	\$1,145.00
3	100	Replacement "C" bracket	55120000	\$12.70	\$1,270.00
4	100	Replacement hardware	55120000	\$184.00	\$18,400.00

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: June 3, 2022 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:	
BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2200000174
BID OPENING DATE:	June 9, 2022
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

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: June 9, 2022 @ 1:30pm

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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

REQUEST FOR QUOTATION
Back to Back U-Channel Sign Support Breakaway Device

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 back to back u-channel sign support breakaway devices.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 “WVDOH”** means the West Virginia Division of Highways

 - 2.5 “Agency”** means the WVDOH

 - 2.6 “FHWA”** means Federal Highway Administration

 - 2.7 “NCHRP-350”** means National Cooperative Highway Research Program Report 350. A copy of NCHRP-350 may be found at the following links:

http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_350-a.pdf
http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_350-b.pdf

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 Item #1: Back to Back u-channel sign support breakaway device**

REQUEST FOR QUOTATION
Back to Back U-Channel Sign Support Breakaway Device

- 3.1.1.1** The device shall be designed to provide a breakaway connection for two (2) ea. three (3) pound per foot or four (4) pound per foot u-channel sign supports spliced back to back to create one support.
- 3.1.1.2** One (1) unit of this item shall contain all components necessary to completely convert one (1) support to be breakaway. This shall include all components required to be installed on the stub portion of the support driven into the ground as well as the upper portion of the support to be connected to the stub.
- 3.1.1.3** Different size or model devices shall not be required for three (3) pound per foot and four (4) pound per foot supports. One (1) device shall be compatible with either three (3) pound per foot or four (4) pound per foot supports.
- 3.1.1.4** The device shall be of sufficient strength such that a separate wind loading chart shall not be required for installations using the device. Allowable loading shall be based on the support manufacturer's wind loading charts regardless of whether the device is used with the support or not.
- 3.1.1.5** The manufacturer shall have an acceptance letter(s) for the device issued from the FHWA. The acceptance letter shall acknowledge that the device meets the requirements of NCHRP-350, up to and including Test Level 3, with up to three (3) supports installed within a seven (7) foot width in either "weak" or "strong" soil, as defined in NCHRP-350.
- 3.1.1.6** The method utilized by the device in order to be "breakaway" shall be a slip base mechanism. All components shall be designed to be reusable. The device shall not include frangible parts designed to fail when the device is impacted.
- 3.1.1.7** The device shall be omni-directional in nature allowing it to break away when impacted from any direction.
- 3.1.1.8** No welding or specialized tools shall be required for installation. Installation shall be accomplishable with standard hardware supplied by the manufacturer and hand tools.
- 3.1.1.9** The device shall utilize four (4) each bolts to connect the stub and upper support portions of the slip base connection.

REQUEST FOR QUOTATION
Back to Back U-Channel Sign Support Breakaway Device

3.1.1.10 The device shall utilize a “C” bracket on the front and back of the slip base connection and a bolt keeper plate to hold the bolts that connect the stub and upper support portions of the slip base connection in place.

3.1.1.11 The primary components of the device shall be manufactured of steel, and shall be hot dip galvanized.

3.1.1.12 All hardware and secondary components (brackets and keeper plates) shall be manufactured of steel and shall be galvanized or have a zinc coating.

3.1.2 Item #2: Back to Back u-channel sign support breakaway device - replacement bolt keeper plate

3.1.2.1 The bolt keeper plate shall meet all applicable requirements specified in Section 3.1.1.

3.1.3 Item #3: Back to Back u-channel sign support breakaway device - replacement “C” bracket.

3.1.3.1 The “C” bracket shall meet all applicable requirements specified in Section 3.1.1.

3.1.4 Item #4: Back to Back u-channel sign support breakaway device - replacement hardware.

3.1.4.1 Item #4 shall include all hardware required to install the device described in Section 3.1.1, exclusive of the parts described in Sections 3.1.2 and 3.1.3.

3.1.4.2 The replacement hardware shall meet all applicable requirements specified in Section 3.1.1.

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.

REQUEST FOR QUOTATION
Back to Back U-Channel Sign Support Breakaway Device

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a unit price for each item. 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 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 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.

Regardless of whether or not the vendor provides written notification of an order delay, if the Vendor is unable to deliver in full within twenty-one (21) working days

REQUEST FOR QUOTATION
Back to Back U-Channel Sign Support Breakaway Device

after receipt of the order, the Vendor shall be subject to a \$40 daily (per Calendar Day) penalty at the Agency's discretion 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. The penalty shall not exceed the original total amount 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.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

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

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

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

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

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the 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.

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- 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: John Murray
Telephone Number: 804-262-6050
Fax Number: 804-261-1040
Email Address: korman@kormansigns.com