



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

Request for Quotation

RFQ NUMBER
859C2055

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 06/02/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-32		
SURFACE MOUNTED TUBULAR MARKERS AND REPLACEMENT COMPONENTS OPEN END CONTRACT TO PROVIDE SURFACE MOUNTED TUBULAR MOUNTED MARKERS AND REPLACEMENT COMPONENTS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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	NO. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						
	REV. 11/96					
NOTICE						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 859C2055</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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***** THIS IS THE END OF RFQ 859C2055 ***** TOTAL:						

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Surface Mounted Flexible Tubular Markers

SCOPE OF CONTRACT

The scope of this Contract is to provide the West Virginia DOH with complete Surface Mounted Tubular Markers and replacement components as needed.

GENERAL DESCRIPTION OF CONTRACT

Three categories of surface mounted tubular markers may be awarded as part of this Contract. The first category shall be for "Standard Duty" markers intended for low to moderate expected impact installations. All products, with exceptions as noted herein, currently shown on the WVDOH Approved Products List (APL) for Surface Mounted Tubular Markers shall be eligible for award under this category.

The second category shall be for "Heavy Duty" markers intended for moderate to high frequency expected impact installations. The qualification of markers under this category shall be based on the performance of the marker under independent durability testing, such as the AASHTO NTPEP test deck, the performance of the marker as part of WVDOH testing, and, if applicable, the historical performance of the marker as part of actual permanent installations by WVDOH Contractors or internal maintenance forces. Markers eligible for award under this category are listed herein.

This Contract shall also include a "Safe-Hit Replacement Post" category to insure the availability of replacement Safe-Hit tubular marker posts for use with existing bases already installed in the field.

BID SCHEDULE AND PRODUCT COMPLIANCE FORM

The Vendor shall complete the bid schedule and product compliance checklist form included as part of this Contract in their entirety. Bids with these items uncompleted will be rejected. This requirement does not apply to the Bid Schedule for categories that the vendor chooses to not bid, and as allowed for as noted on the Product Compliance Checklist Form.

TUBULAR MARKER MANUFACTURER SHEETING APPLICATION CERTIFICATION

The marker manufacturer will be required to submit a copy of a letter, specific to this Contract, stating that the marker manufacturer has been certified by 3M to apply the series sheeting specified in this Contract to the model marker(s) to be supplied (as specified by the vendor in the product compliance checklist form). This letter shall be addressed from the sheeting manufacturer to the marker manufacturer, should reference this Contract number, and should be included with the vendor's bid package. This Contract shall not be awarded without receipt of this letter.

NCHRP-350 CERTIFICATION

The vendor will be required to submit a copy of a certification letter originating from the marker manufacturer specifying the products being bid under this Contract, and certifying that these products meet the crashworthiness requirements of NCHRP-350 as a Category I device at test levels I, II, and III. This letter should be included with the vendor's bid package. This Contract shall not be awarded without receipt of this letter.

SPECIFICATIONS

All markers supplied under this Contract shall be designed to extend above the road level 36" (+/- 3") after installation. All markers shall be designed to have the ability to accommodate a 6" band of Type ASTM-III sheeting, of the color specified, to be wrapped completely around the post, and with the bottom edge of the sheeting no less than 28" from the bottom of the post. All markers shall be designed for 360 degree visibility. Round markers shall have a minimum outside diameter of 2" along their entire length. Non-round markers shall have a min. dimension of 2" from side to side along their entire length when viewed from any direction. The marker shall have a consistent cross sectional shape along the 6" length where the sheeting is applied. The base portion of the assembly shall be made of a black colored, hard, non-flexible plastic designed to be resistant to impacts and deterioration. The base shall be a maximum of 2" in height, a maximum of 10" diameter if round, a maximum of 10" x 10" if square, and shall be designed to be easily mountable by a vehicle tire. The base shall be textured or profiled on the bottom to insure good adhesion with the adhesive material used to attach it to the road. The base shall be designed to be adhered with a hot-laid bituminous, epoxy, or thermoplastic material such as Super Bundy pads, manufactured by Flint Trading of Thomasville, NC. All bases supplied shall be designed for optional installation with mechanical fasteners. Base anchoring hardware will not be required to be supplied as part of this Contract, however, the vendor shall specify the number of anchors required to anchor each base, the diameter anchors that the base is designed to accommodate, and the grip length of the anchors (thickness of base material between the anchor head or nut and the road surface after installation). Any hardware required for securing the marker to the base shall be supplied with complete assemblies (marker and base), and with replacement markers (post only). The marker may be designed to be secured to the base using standard hardware, a twist-lock or similar type system designed to not require hardware, or pins that are driven horizontally through pre-existing holes in the base after the post is inserted. Hardware or other metal components shall be of the size and length recommended and supplied by the manufacturer and shall be manufactured of stainless, zinc plated, or galvanized steel.

APPROVED PRODUCTS

The current WVDOH APL for "Flexible Plastic Delineators" is included as an attachment to this Contract. All markers listed under the "Surface Mounted Flexible Tubular Marker" category are approved for bidding under the "Standard Duty" section of this Contract with the exception of the Carsonite Channelizer SDC20. The following markers are approved for bidding under the "Heavy Duty" section of this Contract:

MANUFACTURER	PRODUCT	MODEL NUMBER
Safe-Hit	Durapost	730102 or 730102Y
Impact Recovery Systems	Delineator Post	TP-36F with 101-NS base
Filtrona Extrusion	Flexi-Guide FG300	FG300UR
Filtrona Extrusion	Flexi-Guide FG300	FG300EFX

APPROVED SHEETINGS

The following retroreflective sign sheetings are approved for application to the markers to be supplied under this Contract, provided that the marker manufacturer has been certified by the sheeting manufacturer as described herein:

MANUFACTURER	PRODUCT
3M	381_I

BID ITEMS

Surface Mounted Flexible Tubular Markers shall be bid complete. Complete units are to include post, retroreflective sheeting (applied), base, and all associated hardware necessary to secure the post to the base. Posts and bases shall also be available for purchase separately as part of this contract. An order for the post only, in white or yellow, will always require the post to have a minimum of one, like color, 6" band of Type ASTM-III High Intensity Grade sheeting, and all necessary hardware to secure the post to the base.

Note, if the Safe-Hit Durapost is the low bid product under the "Standard Duty" category, the "Safe-Hit Replacement Posts" category of the Contract will not be awarded.

Note, the WVDOH will attempt to award this Contract in its' entirety to the minimal number of vendors possible. The WVDOH will split the award of this Contract among two vendors if the overall savings to the WVDOH, based on the estimated quantities, is equal to or greater than 10% of the total cost based on awarding to one vendor. The WVDOH will split the award of this Contract among three vendors if the overall savings to the WVDOH, based on the estimated quantities, is equal to or greater than 10% of the total cost based on awarding to two vendors, or one vendor if awarding to two vendors is not possible. Individual categories, as defined herein, will not be split among different vendors. The Vendor must submit a bid for all line items within a particular category to be considered for award.

MINIMUM ORDER

A minimum order shall consist of no less than 25 units per item number to a particular destination.

DELIVERY

All prices bid shall be FOB destination in accordance with the list of delivery destinations made a part of this contract. All orders shall be shipped complete within forty-five (45) days A.R.O. Late delivery charges against the vendor may be assessed at a rate of \$50.00 per calendar day after forty-five (45) days ARO. Notification of shipment from vendor shall be received a minimum of 48 hours before delivery of material at the location indicated on the release.

BID SCHEDULE

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	Description	Unit Cost	Amount	Inventory Subcode (DOH Use Only) (Class 019 Type 008)
Surface Mounted Flexible Tubular Markers - "Standard Duty" Category					
1	1	Per each, Complete "Standard Duty" Surface Mounted Flexible Tubular Marker, White , To include post, retroreflective sheeting (applied), base, and post attachment hardware			080650
2	1	Per each, Complete "Standard Duty" Surface Mounted Flexible Tubular Marker, Yellow , To include post, retroreflective sheeting (applied), base, and post attachment hardware			080655
3	1	Per each, Replacement "Standard Duty" Surface Mounted Flexible Tubular Marker, White , To include post, retroreflective sheeting (applied), and post attachment hardware			080653
4	1	Per each, Replacement "Standard Duty" Surface Mounted Flexible Tubular Marker, Yellow , To include post, retroreflective sheeting (applied), and post attachment hardware			080654
5	1	Per each, "Standard Duty" Surface Mounted Flexible Tubular Marker base			080649
Surface Mounted Flexible Tubular Markers - "Heavy Duty" Category					
6	1	Per each, Complete "Heavy Duty" Surface Mounted Flexible Tubular Marker, White , To include post, retroreflective sheeting (applied), base, and post attachment hardware			080643
7	1	Per each, Complete "Heavy Duty" Surface Mounted Flexible Tubular Marker, Yellow , To include post, retroreflective sheeting (applied), base, and post attachment hardware			080644
8	1	Per each, Replacement "Heavy Duty" Surface Mounted Flexible Tubular Marker, White , To include post, retroreflective sheeting (applied), and post attachment hardware			080645
9	1	Per each, Replacement "Heavy Duty" Surface Mounted Flexible Tubular Marker, Yellow , To include post, retroreflective sheeting (applied), and post attachment hardware			080646
10	1	Per each, "Heavy Duty" Surface Mounted Flexible Tubular Marker base			080647
Surface Mounted Flexible Tubular Markers - "Safe-Hit Replacement Post" Category					
11	1	Per each, Replacement Safe-Hit Surface Mounted Flexible Tubular Marker, White , To include post, retroreflective sheeting (applied), and post attachment hardware			080653
12	1	Per each, Replacement Safe-Hit Surface Mounted Flexible Tubular Marker, Yellow , To include post, retroreflective sheeting (applied), and post attachment hardware			080654
CONTRACT TOTAL			↑		

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.

Surface Mounted Tubular Markers

"Standard Duty" category

- 1) This section not applicable (Standard Duty not bid)?

Yes

- 2) Marker manufacturer: _____
- 3) Marker trade name and model number: _____
- 4) Manufacturer certified by 3M to apply Series 381_i sheeting to the marker specified?

Yes	No
-----	----
- 5) Marker bid meets NCRP-350 requirements for Category I, Test Levels I, II, and III?

Yes	No
-----	----
- 6) Model marker to be supplied designed to extend above the road level 36" (+/- 3") after installation?

Yes	No
-----	----
- 7) Model marker to be supplied has the ability to accommodate a 6" band of Type ASTM-III sheeting, of the color specified, to be wrapped completely around the post, and with the bottom edge of the sheeting no less than 28" from the bottom of the post?

Yes	No
-----	----
- 8) Model marker to be supplied designed for 360 degree visibility?

Yes	No
-----	----
- 9) Model marker to be supplied is round and has a minimum outside diameter of 2" along its' entire length, or marker is non-round and has a min. dimension of 2" from side to side along its' entire length when viewed from any direction?

Yes	No
-----	----
- 10) Model marker to be supplied has a consistent cross sectional shape along the 6" length where the sheeting is applied?

Yes	No
-----	----
- 11) Model number of base to be supplied: _____
- 12) Base of the marker to be supplied made of a black colored, hard, non-flexible plastic designed to be resistant to impacts and deterioration?

Yes	No
-----	----
- 13) Base of the marker to be supplied is a maximum of 2" in height, a maximum of 10" diameter if round, a maximum of 10" x 10" if square, and is designed to be easily mountable by a vehicle tire?

Yes	No
-----	----
- 14) Base of the marker to be supplied textured or profiled on the bottom to insure good adhesion with the adhesive material used to attach it to the road?

Yes	No
-----	----
- 15) Base of the marker to be supplied designed to be adhered with a hot-laid bituminous, epoxy, or thermoplastic material such as Super Bundy pads, manufactured by Flint Trading of Thomasville, NC. ?

Yes	No
-----	----
- 16) Base of the marker to be supplied designed for optional installation with mechanical fasteners?

Yes	No
-----	----
- 17) Number of anchors required to anchor each base: _____
- 18) Diameter anchors base is designed to accommodate: _____
- 19) Grip length of anchors: _____
- 20) Any hardware required for securing the marker to the base to be supplied with complete assemblies (marker and base), and with replacement markers (post only)?

Yes	No
-----	----
- 21) Marker is designed to be secured to the base using standard hardware, a twist-lock or similar type system designed to not require hardware, or pins that are driven horizontally through pre-existing holes in the base after the post is inserted?

Yes	No
-----	----
- 22) Marker to base connection hardware or other metal components are of the size and length recommended and supplied by the manufacturer and are manufactured of stainless, zinc plated, or galvanized steel?

Yes	No
-----	----

PRINT NAME: _____

SIGN NAME: _____

NAME OF VENDOR: _____

DATE: _____

PRODUCT COMPLIANCE CHECKLIST FORM (CONTINUED)

"Heavy Duty" category

1) This section not applicable (Heavy Duty not bid)?

Yes

2) Marker manufacturer: _____

3) Marker trade name and model number: _____

IF THE INFORMATION PROVIDED FOR ITEM NUMBERS 2 AND 3 IS THE SAME AS PROVIDED FOR ITEM NUMBERS 2 AND 3 OF PAGE 1 OF THIS FORM, COMPLETION OF THIS PAGE BEYOND THIS POINT IS NOT REQUIRED

4) Manufacturer certified by 3M to apply Series 381_i sheeting to the marker specified?

Yes	No
-----	----

5) Marker bid meets NCRP-350 requirements for Category I, Test Levels I, II, and III?

Yes	No
-----	----

6) Model marker to be supplied designed to extend above the road level 36" (+/- 3") after installation?

Yes	No
-----	----

7) Model marker to be supplied has the ability to accommodate a 6" band of Type ASTM-III sheeting, of the color specified, to be wrapped completely around the post, and with the bottom edge of the sheeting no less than 28" from the bottom of the post?

Yes	No
-----	----

8) Model marker to be supplied designed for 360 degree visibility?

Yes	No
-----	----

9) Model marker to be supplied is round and has a minimum outside diameter of 2" along its' entire length, or marker is non-round and has a min. dimension of 2" from side to side along its' entire length when viewed from any direction?

Yes	No
-----	----

10) Model marker to be supplied has a consistent cross sectional shape along the 6" length where the sheeting is applied?

Yes	No
-----	----

11) Model number of base to be supplied: _____

12) Base of the marker to be supplied made of a black colored, hard, non-flexible plastic designed to be resistant to impacts and deterioration?

Yes	No
-----	----

13) Base of the marker to be supplied is a maximum of 2" in height, a maximum of 10" diameter if round, a maximum of 10" x 10" if square, and is designed to be easily mountable by a vehicle tire?

Yes	No
-----	----

14) Base of the marker to be supplied textured or profiled on the bottom to insure good adhesion with the adhesive material used to attach it to the road?

Yes	No
-----	----

15) Base of the marker to be supplied designed to be adhered with a hot-laid bituminous, epoxy, or thermoplastic material such as Super Bundy pads, manufactured by Flint Trading of Thomasville, NC. ?

Yes	No
-----	----

16) Base of the marker to be supplied designed for optional installation with mechanical fasteners?

Yes	No
-----	----

17) Number of anchors required to anchor each base: _____

18) Diameter anchors base is designed to accommodate: _____

19) Grip length of anchors: _____

20) Any hardware required for securing the marker to the base to be supplied with complete assemblies (marker and base), and with replacement markers (post only)?

Yes	No
-----	----

21) Marker is designed to be secured to the base using standard hardware, a twist-lock or similar type system designed to not require hardware, or pins that are driven horizontally through pre-existing holes in the base after the post is inserted?

Yes	No
-----	----

22) Marker to base connection hardware or other metal components are of the size and length recommended and supplied by the manufacturer and are manufactured of stainless, zinc plated, or galvanized steel?

Yes	No
-----	----

PRINT NAME: _____

SIGN NAME: _____

NAME OF VENDOR: _____

DATE: _____

PRODUCT COMPLIANCE CHECKLIST FORM (CONTINUED)

"Safe-Hit Replacement Post" category

1) This section not applicable (Safe-Hit Replacement Post not bid)?

Yes

2) Marker manufacturer: **Safe-Hit**

3) Marker trade name and model number: **Safe-Hit SH336SMA**

**IF THE INFORMATION PROVIDED FOR ITEM NUMBERS 2 AND 3 IS THE SAME AS PROVIDED
FOR ITEM NUMBERS 2 AND 3 OF PAGE 1 OF THIS FORM, COMPLETION OF THIS PAGE
BEYOND THIS POINT IS NOT REQUIRED**

4) Manufacturer certified by 3M to apply Series 381_j sheeting to the marker specified?

Yes	No

5) Marker bid meets NCRP-350 requirements for Category I, Test Levels I, II, and III?

Yes	No

6) Model marker to be supplied designed to extend above the road level 36" (+/- 3") after installation?

Yes	No

7) Model marker to be supplied has the ability to accommodate a 6" band of Type ASTM-III sheeting, of the color specified, to be wrapped completely around the post, and with the bottom edge of the sheeting no less than 28" from the bottom of the post?

Yes	No

8) Model marker to be supplied designed for 360 degree visibility?

Yes	No

9) Model marker to be supplied is round and has a minimum outside diameter of 2" along its' entire length, or marker is non-round and has a min. dimension of 2" from side to side along its' entire length when viewed from any direction?

Yes	No

10) Model marker to be supplied has a consistent cross sectional shape along the 6" length where the sheeting is applied?

Yes	No

11) Any hardware required for securing the marker to existing bases to be supplied?

Yes	No

12) Marker is designed to be secured to the base using standard hardware, a twist-lock or similar type system designed to not require hardware, or pins that are driven horizontally through pre-existing holes in the base after the post is inserted?

Yes	No

13) Marker to base connection hardware or other metal components are of the size and length recommended and supplied by the manufacturer and are manufactured of stainless, zinc plated, or galvanized steel?

Yes	No

PRINT NAME: _____

SIGN NAME: _____

NAME OF VENDOR: _____

DATE: _____

**Approved Products List
Flexible Plastic Delineators
July 2008**

SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

MANUFACTURER	PRODUCT	MODEL NUMBER
Carsonite	Survivor	CDS30
Carsonite	Greenline	CGDU
Filtrona Extrusion, Inc.	Flexi-Guide	FG-500
Safe-Hit	Safe-Hit	SH254GP

SURFACE MOUNTED FLEXIBLE TUBULAR MARKERS

MANUFACTURER	PRODUCT	MODEL NUMBER
Safe-Hit	Safe-Hit	SH336SMA
Safe-Hit	Durapost	730102 or 730102Y
Impact Recovery Systems	Delineator Post	TP-36F with 101-NS base
Filtrona Extrusion	Flexi-Guide FG300	FG300UR
Filtrona Extrusion	Flexi-Guide FG300	FG300EFX
Carsonite	Channelizer **	SDC20 Hot-laid adhesives not to be used for installation. See manufacturers installation specifications.

** Approved for construction zone temporary traffic control use ONLY

GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS

MANUFACTURER	PRODUCT	MODEL NUMBER
Carsonite	Guardrail Delineator	CGR4027_ _
Filtrona Extrusion, Inc.	Flexi-Guide	FG-527
Flexstake	Guardrail Barrier Delineator	GR101 (27-in length)
New Direction Manufacturing	Guardrail Delineator	NDM27(W or Y)

**CONTACT PERSON AND DELIVERY ADDRESS FOR EACH
DIVISION OF HIGHWAYS DESTINATION**

Delivery Address	Contact	Phone Number
WVDOH - D1 Sign Shop 75 Pickens Rd. Nitro, WV 25143	Jim Russell	304-759-0708 304-558-3001*
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Ed Laymen	304-528-5679 304-528-5600*
WVDOH - D3 Sign Shop 720 Depot St. Parkersburg, WV 26101	Tom Potts	304-420-4815 304-420-4645*
WVDOH - D4 Sign Shop US-19 - 1 mile N. of Clarksburg (gore yard) Clarksburg, WV 26301	Rick Reed	304-627-2401 304-842-1500*
WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710	Doug Placka	304-289-3521 304-289-3521*
WVDOH District 6 Sign Shop 1 DOT Drive, Bldg. 3 Moundsville, WV 26041	Jim Wurtzbacher	304-843-3658 304-238-4008*
WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452	Tyrone Campbell	304-269-0460 304-269-0414*
WVDOH - D8 Sign Shop Rt. 219 - 1 mile N. of Elkins Elkins, WV 26241	Mike Westfall	304-637-0215 304-637-0220*
WVDOH - D9 Sign Shop US-219 - 1-1/2 miles N. of Lewisburg Country Club Rd. - Brush Rd. Lewisburg, WV 24901	Harry Honaker	304-647-7551 304-647-7450*
WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740	Curtis Whitlow	304-487-5283 304-487-5228*
WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306	Chuck Swigger Ted Whitmore	304-558-6356 304-558-9468

* District/Division headquarters phone number

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____