



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  
**8511C2021**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/30/2010   |               |          |        |               |

BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   |          |     |        | 550-41      |            |        |
| <p>FEXIBLE DELINEATOR POST</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE TYPE 1 SOIL ANCHORED FLEXIBLE DELINEATOR POSTS, ANCHORS, AND INSTALLATION HARDWARE FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.</p> <p>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.</p> <p>EXHIBIT 3</p> <p>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 WRITTEN NOTICE.</p> |          |     |        |             |            |        |

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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  
**8511C2021**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED      | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|-------------------|---------------|----------|-----|---------------|
| <b>09/30/2010</b> |               |          |     |               |

BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <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 SERVICES 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> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p> |          |     |        |             |            |        |

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'



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  
**8511C2021**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED      | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-------------------|---------------|----------|--------|---------------|
| <b>09/30/2010</b> |               |          |        |               |

BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
|  |          |     |        |             |            |        |
| <p>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> <p>NO. 1 .....</p> |          |     |        |             |            |        |

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'



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  
**8511C2021**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED      | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-------------------|---------------|----------|--------|---------------|
| <b>09/30/2010</b> |               |          |        |               |

BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY    | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|-------------|-----|--------|-------------|------------|--------|
|  | 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>.....<br/>SIGNATURE</p> <p>.....<br/>COMPANY</p> <p>.....<br/>DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> |             |     |        |             |            |        |

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'



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  
**8511C2021**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33**  
**304-558-2402**

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED      | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-------------------|---------------|----------|--------|---------------|
| <b>09/30/2010</b> |               |          |        |               |

**BID OPENING DATE: 10/20/2010 BID OPENING TIME 01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b><br/> <b>PURCHASING DIVISION</b><br/> <b>BUILDING 15</b><br/> <b>2019 WASHINGTON STREET, EAST</b><br/> <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: 33</b></p> <p><b>RFQ. NO.: 8511C2021</b></p> <p><b>BID OPENING DATE: 10/20/2010</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p> <p>-----</p> |          |     |        |             |            |        |

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

|           |           |      |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

|       |      |  |
|-------|------|--|
| TITLE | FEIN | <b>ADDRESS CHANGES TO BE NOTED ABOVE</b> |
|-------|------|--|

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

## Type I Soil Anchored Flexible Delineator Posts

### SCOPE OF CONTRACT

To provide WVDOH "Type I" Soil Anchored Flexible Delineator Posts, anchors, and installation hardware.

### MATERIAL SPECIFICATIONS

All posts shall be manufactured and supplied white or yellow, as specified. Posts shall be manufactured to a minimum of 54" in length with the ability to accommodate, front and back, a 3" wide by 9" tall piece of Type ASTM-IX or Type ASTM-XI fluorescent-yellow, white, or red sheeting, as specified, with the bottom edge of the sheeting no less than 43" from the bottom of the post. The posts shall be of a constant cross-section at the reflective portion of the post. Type I Soil Anchored Flexible Delineator Posts shall be U-channel anchored posts, and shall utilize an 18" length piece of u-channel weighing no less than 1.12 pounds per foot. U-channel anchors shall meet the u-channel requirements of the WVDOH Standard Specifications, and shall be galvanized in accordance to ASTM Specification A123. Attachment hardware 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

Posts bid by Vendors shall be a model post off of the current Approved Product List (APL). Approvals of Type I Soil Anchored Flexible Delineator Posts are based on results from NTPEP and/or WVDOH testing and demonstration projects. The Division reserves the right to remove products from the APL based on actual field performance.

The current APL for Type I Soil Anchored Flexible Delineator is as follows:

| MANUFACTURER                                | PRODUCT     | MODEL NUMBER |
|---|-------------|--------------|
| Carsonite                                   | Survivor    | CDS30        |
| Carsonite                                   | Greenline   | CGDU         |
| PEXCO, Davidson<br>Traffic Control Products | Flexi-Guide | FG-500       |

Approved Type ASTM-IX and ASTM-XI sheetings applicable to this Contract are as follows:

| MANUFACTURER   | PRODUCT                |
|----------------|------------------------|
| Avery Dennison | T-950X                 |
| Avery Dennison | T-9511                 |
| 3M             | Scotchlite 3981 Series |
| 3M             | Scotchlite 399X Series |
| 3M             | 409X Series            |
| 3M             | 4081 Series            |

## **BID ITEMS**

Type I Soil Anchored Flexible Delineator Posts shall be bid complete. Complete units are to include post, Type ASTM-IX or ASTM-XI fluorescent-yellow, white, and/or red retroreflective sheeting (applied as specified), u-channel anchor, and all associated hardware necessary to attach the post to the anchor. Posts will always be required to have a minimum of one 3" x 9" vertical strip of white or fluorescent-yellow sheeting on the front face of the post. If the post is ordered as 2-way reflective, an additional 3" x 9" vertical strip of like color, or red sheeting, if specified, shall be required on the back side of the post. Posts and anchors shall also be available for purchase separately as part of this contract. Orders for posts only shall include the required hardware to attach the post to the anchor.

## **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.

## **MANUFACTURER SHEETING APPLICATION CERTIFICATION**

The vendor will be required to submit a copy of a letter, specific to this Contract, stating that the marker manufacturer has been certified by the sheeting manufacturer to apply the series sheeting specified to the model delineators 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.

## **MINIMUM ORDER**

A minimum order shall consist of no less than 25 units per item number to a particular destination for Item numbers 1 through 11.

## **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 Subr.ode (DOH Use Only) (Class 019 Type 008) |
|---|--------------------|--|-----------|--------|--|
| <b>Type I Soil Anchored Flexible Delineator Posts</b> |                    |  |           |        |  |
| 1   | 700                | Per each, <b>Complete</b> Type I Soil Anchored Flexible Delineator Post, White, 1-way reflective <b>white</b> , To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware                   |           |        | 080631   |
| 2   | 100                | Per each, <b>Complete</b> Type I Soil Anchored Flexible Delineator Post, White, 2-way reflective <b>white/red</b> , To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware               |           |        | 080632   |
| 3   | 300                | Per each, <b>Complete</b> Type I Soil Anchored Flexible Delineator Post, Yellow, 1-way reflective <b>fl. yellow</b> , To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware             |           |        | 080633   |
| 4   | 50                 | Per each, <b>Complete</b> Type I Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective <b>fl. yellow/ fl. yellow</b> , To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware |           |        | 080634   |
| 5   | 50                 | Per each, <b>Complete</b> Type I Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective <b>fl. yellow/red</b> , To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware         |           |        | 080634   |
| 6   | 175                | Per each, <b>Replacement</b> Type I Soil Anchored Flexible Delineator Post, White, 1-way reflective <b>white</b> , To include post, retroreflective sheeting (applied), and post attachment hardware                             |           |        | 080635   |
| 7   | 25                 | Per each, <b>Replacement</b> Type I Soil Anchored Flexible Delineator Post, White, 2-way reflective <b>white/red</b> , To include post, retroreflective sheeting (applied), and post attachment hardware                         |           |        | 080636   |
| 8   | 75                 | Per each, <b>Replacement</b> Type I Soil Anchored Flexible Delineator Post, Yellow, 1-way reflective <b>fl. yellow</b> , To include post, retroreflective sheeting (applied), and post attachment hardware                       |           |        | 080637   |
| 9   | 10                 | Per each, <b>Replacement</b> Type I Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective <b>fl. yellow/ fl. yellow</b> , To include post, retroreflective sheeting (applied), and post attachment hardware           |           |        | 080638   |
| 10  | 10                 | Per each, <b>Replacement</b> Type I Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective <b>fl. yellow/red</b> , To include post, retroreflective sheeting (applied), and post attachment hardware                   |           |        | 080638   |
| 11  | 150                | Per each, Replacement U-Channel anchor   |           |        | 080639   |
| <b>TOTAL</b>  |                    |  | ↑         |        |  |

# 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.

## Type I Soil Anchored Flexible Delineator Post

1) Delineator manufacturer: \_\_\_\_\_

2) Trade name(s) and model number(s) of delineators to be supplied: \_\_\_\_\_

3) Manufacturer and Series number of sheeting to be utilized : \_\_\_\_\_

4) Manufacturer certified by 3M or Avery Dennison to apply specified sheeting to the delineator(s) specified? 

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

5) Delineator(s) bid meet NCHRP-350 requirements for Category I, Test Levels I, II, and III? 

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

6) Delineators to be supplied are manufactured to a minimum of fifty-four (54) inches in length and are flat or semi-flat? 

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

7) At the reflective portion of the post, delineators to be supplied have a consistent cross-section? 

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

8) Delineators to be supplied have ability to accommodate, front and back, as specified, a three (3) inch wide by nine (9) inch tall piece of sheeting? 

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

9) Delineators to be supplied with sheeting pre-installed by the manufacturer? 

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

10) Bottom edge of sheeting to be installed no less than forty-three (43) inches from the bottom of the post? 

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

11) Delineators to be supplied utilize an eighteen (18) inch minimum length piece of u-channel weighing no less than 1.12 pounds per foot meeting the u-channel requirements of the WVDOH Standard Specifications, and are galvanized in accordance to ASTM Specification A123? 

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

12) Any attachment hardware required and supplied is of the size and length recommended or supplied by the manufacturer and is manufactured of stainless, zinc plated, or galvanized steel? 

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

**TYPICAL WVDOH DELIVERY POINTS, DELIVERY CONTACTS, AND INVOICING ADDRESSES**

| <b>Delivery Address</b>   | <b>Delivery Contact</b>       | <b>Delivery Contact<br/>Phone Number</b> | <b>Invoicing Address</b>   |
|---|-------------------------------|--|--|
| WVDOH - D1 Sign Shop<br>75 Pickens Rd.<br>Nitro, WV 25143<br><br><b>UNLESS OTHERWISE SPECIFIED,<br/>           ALL ORDERS TO BE DELIVERED TO:</b><br>WVDOH - I-64 Maint. Sec. 2 (Scary)<br>704 Winfield Rd.<br>St. Albans, WV 95177<br>ATTN: Mike Priddy for D1 Sign Shop | Jim Russell                   | 304-759-0708<br>304-558-3001*            | WVDOH - D1 Headquarters<br>1334 Smith Street<br>Charleston, WV 25301                                     |
| WVDOH - D2 Sign Shop<br>801 Madison Ave.<br>Huntington, WV 25704  | Ed Laymen                     | 304-528-5679<br>304-528-5600*            | WVDOH - D2 Headquarters<br>801 Madison Avenue<br>Huntington, WV 25712                                    |
| WVDOH - D3 Sign Shop<br>720 Depot St.<br>Parkersburg, WV 26101  | Tom Potts                     | 304-420-4815<br>304-420-4645*            | WVDOH - D3 Headquarters<br>624 Depot Street<br>Parkersburg, WV 26102                                     |
| WVDOH - D4 Sign Shop<br>US-19 - 1 mile N. of Clarksburg (gore yard)<br>Clarksburg, WV 26301   | Rick Reed                     | 304-627-2401<br>304-842-1500*            | WVDOH - D4 Headquarters<br>I-79 & Meadowbrook Road<br>Clarksburg, WV 26302                               |
| WVDOH - D5 Sign Shop<br>US-50 - 14 miles E. of Keyser<br>Burlington, WV 26710   | Doug Placka                   | 304-289-3521<br>304-289-3521*            | WVDOH - D5 Headquarters<br>P.O. Box 99 (Route 50)<br>Burlington, WV 26710                                |
| WVDOH District 6 Sign Shop<br>1 DOT Drive, Bldg. 3<br>Moundsville, WV 26041   | Jim Wurtzbacher               | 304-843-3658<br>304-238-4008*            | WVDOH - D6 Headquarters<br>1 DOT Drive<br>Moundsville, WV 26041  |
| WVDOH - D7 Sign Shop<br>US-33 - 1/2 mile E. of Weston<br>Weston, WV 26452   | Tyrone Campbell               | 304-269-0460<br>304-269-0414*            | WVDOH - D7 Headquarters<br>255 Depot Street<br>Weston, WV 26452  |
| WVDOH - D8 Sign Shop<br>Rt. 219 - 1 mile N. of Elkins<br>Elkins, WV 26241   | Mike Westfall                 | 304-637-0215<br>304-637-0220*            | WVDOH - D8 Headquarters<br>US 219 North<br>Elkins, WV 26241  |
| WVDOH - D9 Sign Shop<br>US-219 - 1-1/2 miles N. of Lewisburg<br>Country Club Rd. - Brush Rd.<br>Lewisburg, WV 24901   | Harry Honaker                 | 304-647-7551<br>304-647-7450*            | WVDOH - D9 Headquarters<br>103 1/2 Church Street<br>Lewisburg, WV 24901                                  |
| WVDOH - D10 Sign Shop<br>270 Hardwood Lane<br>Princeton, WV 24740   | Curtis Whitlow                | 304-487-5283<br>304-487-5228*            | WVDOH - D10 Headquarters<br>270 Hardwood Lane<br>Princeton, WV 24740                                     |
| WVDOH - Traffic Services Complex<br>180 Dry Branch Rd.<br>Charleston, WV 25306  | Chuck Swigger<br>Ted Whitmore | 304-558-6356<br>304-558-9468             | WVDOH - Traffic Engineering Div.<br>Bldg. 5 - Room A550<br>1900 Kanawha Blvd. E.<br>Charleston, WV 25305 |

\* District/Division headquarters phone number

State of West Virginia  
**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.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 owned is an amount greater than one thousand dollars in the aggregate

**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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of December, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_