



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
8512C2021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 TRAFFIC ENGINEERING DIVISION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2011				

BID OPENING DATE: 10/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		550-54		
GALVANIZED U-CHANNEL POSTS REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR GALVANIZED U-CHANNEL POST PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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. 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. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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 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).



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<p>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 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>						

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<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>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 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA</p>						

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<p>SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 8512C2021</p> <p>BID OPENING DATE: 10/05/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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***** THIS IS THE END OF RFQ 8512C2021 ***** TOTAL:						

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Specifications

Purpose: The purpose of this Contract shall be to supply WVDOH maintenance personnel with galvanized u-channel posts.

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Release Order" shall be defined as order placed against the Contract by the Agency.
- E. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. The state reserves the right to waive minor irregularities in bids or specifications in accordance with section 148-1-4(F) of the West Virginia Legislative Rules and Regulations.

2.0 SCOPE OF WORK

- 2.1 The successful Vendor shall provide galvanized 2 lb/ft, 3 lb/ft, and 4 lb/ft u-channel posts of various different lengths to Agency maintenance personnel.

3.0 TECHNICAL REQUIREMENTS

3.1 Approved Materials

- 3.1.1 The u-channel supports provided by the Vendor shall be supplied by a manufacturer listed on the Materials Division "U-channel Post Producers" Approved Products List (APL) as of the RFQ advertising date. This APL may be found at the following address:
<http://www.transportation.wv.gov/highways/mcst/Pages/657.2.4uchanpost.aspx>
- 3.1.2 The Approved Products List establishes a list of "certified" manufacturers that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or

Vendor. Any manufacturer capable of meeting the established level of quality may become a "certified" manufacturer and be added to the APL in accordance with the procedures found in MP (Materials Procedure) 707.02.13 Quality Control Of Steel Sign Posts Channel Bar Type. A copy of MP 707.02.13 may be found at:

<http://www.transportation.wv.gov/highways/mcst/Pages/MaterialProcedures.aspx>

- 3.1.3 The posts supplied are to be of a material that meets the requirements of Section 657 of the West Virginia Division of Highways' Standard Specifications for Roads and Bridges, latest edition.

3.2 Quality Control

- 3.2.1 Cross sectional shape and dimensions: U-channel posts shall be in conformance, within reasonable tolerances, with the cross sectional shape and dimensions shown on the manufacturers published drawings.

- 3.2.2 Bolt holes: Proper location, alignment, spacing, and clearance of bolt holes are critical for efficient field installation.

- 3.2.2.1 The first hole on each end of the post shall be 1" or less from the end of the post. Exception to this will be allowed if the post flanges are coped on the end to facilitate easier driving, in which case the first hole shall be no further than 1" from the upper end of the coped section.

- 3.2.2.2 Each hole shall be placed in line with the longitudinal centerline of the post web and in line with each other. Posts shall not have holes that are offset on one side of the post web, that "drift" laterally down the length of the post, or that are "zig-zagged" down the length of the post to a degree that, in the Agency's judgment, will cause difficulties and delays to post field splicing or to the installation of signing on the posts.

- 3.2.2.3 Holes shall be 1" on center. Starting from the first hole on either end of the post, each hole shall be an even

number of inches from the first hole (ex. The second hole from the end shall be 1" from the first hole. The third hole from the end shall be 2" from the first hole, etc...). Posts shall not deviate from this requirement to a degree that, in the Agency's judgment, will cause difficulties and delays to post field splicing or to the installation of signing on the posts.

3.2.2.4 The nominal hole diameter after galvanizing shall be 3/8". The actual clearance inside of each hole shall be sufficient to allow a standard ASTM A449 or ASTM A307 5/16" bolt with a cadmium coating thickness of 8 um to pass through without requiring force or reaming of the bolt hole. A minimal number of exceptions to this requirement per post may be allowed at the Agency's discretion. The number of holes per post not meeting this requirement shall not be to a degree that, in the Agency's judgment, will cause difficulties and delays to post field splicing or to the installation of signing on the posts.

3.2.3 Length: Post lengths shall be as specified with a tolerance of +/- one (1) inch.

3.2.4 Post Rejection and Reconciliation: The above quality control specifications are not intended to hold the manufacturer or Vendor to unreasonable or unachievable tolerances. These specifications are rather to provide the Agency a basis to refuse acceptance of materials supplied under this Contract in the event that the manufacturing quality level of the material falls to a level, in the Agency's professional opinion, that is clearly unacceptable. By bidding this Contract, the Vendor agrees that the final determination to reject any post supplied under this Contract shall be granted to the supervisor of the maintenance organization that the post is intended for use by.

The nature of the material supplied under this Contract is such that the Agency cannot be reasonably expected to completely inspect each of the individual posts and make a determination in regards to acceptance or rejection of individual posts immediately upon delivery.

With consideration given to the previous statements, the Vendor shall, by bidding this Contract, agree to a pre-determined mechanism for the return and replacement of posts determined by the Agency to be unacceptable. The general steps to this mechanism shall be as follows:

- 3.2.4.1 If a post is determined to be unacceptable as the material inventory is utilized, this post shall be separated from the maintenance organization's regular inventory. A log of rejected posts shall be kept by the maintenance organization supervisor. A separate log shall be kept for each size post (2 lb/ft, 3 lb/ft, and 4 lb/ft).

Each log shall have individual lines listing the quality control specification(s) that the rejection of the post was based on (3.2.1, 3.2.2.1, 3.2.2.2, 3.2.2.3, 3.2.2.4, and/or 3.2.3), the post length, and the quantity of posts matching the length and rejection criteria previously listed on that line. The maintenance organization will not be required to track rejected posts by other means including, but not limited to, Lot Number or Release Number. Material returned per Section 3.2.4.3 below may include material from multiple Lot Numbers and/or Release Orders.

- 3.2.4.2 Rejected posts shall be separately stacked by size (wt / ft) and stored in a manner upon which they can be easily loaded and secured onto a flatbed delivery truck at a later date.
- 3.2.4.3 When the inventory of rejected material has reached a reasonable level, the maintenance organization will contact the Vendor in order to notify the Vendor of the quantity (length) of material by size (2 lb/ft, 3 lb/ft, and 4 lb/ft) to be returned. The maintenance organization shall be entitled to a quantity of replacement material in each size equal to that being returned. The quantity of different length replacement posts in each size to be supplied in return for the rejected material shall be at the Agency's discretion. The maintenance organization will forward the supervisor's log of the rejected material to the Vendor upon request.

3.2.4.4 Upon notification per 3.2.4.3, the Vendor shall ship the specified replacement material to the maintenance organization within the time frame described under 4.2.2. The Vendor shall also make arrangements to have the rejected material picked up at the Agency's facility and removed from the Agency's property. This shall be completed within thirty (30) Calendar Days upon receipt of the replacement material by the Agency. The Vendor shall not be permitted to pick up the rejected material prior to delivery of the replacement material. There shall be no fees whatsoever charged to the Agency for any of the material or services provided under this Section.

3.2.5 Material returns per the above specifications shall typically result in the filing of a Vendor Performance Form. Although this Contract provides for a mechanism to return unacceptable material, excessive occurrences of this nature may result in cancellation of the Contract per provisions provided elsewhere herein.

4.0 DELIVERY AND FREIGHT

4.1 Freight

4.1.1 All shipments are to be FOB Destination.

4.2 Delivery

4.2.1 This Contract may be utilized by multiple recipients statewide, each having a unique delivery address. Typically, deliveries will be to one of the Agency (WVDOH) District Sign Shops shown on the list included as an attachment to this RFQ.

4.2.2 Release Orders shall be delivered in full within a maximum of sixty (60) Calendar Days ARO. If the Vendor is unable to deliver in full within sixty (60) Calendar Days, the Vendor shall be subject to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond sixty (60) Calendar Days ARO, 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. The penalty shall be calculated based on the Table shown at the following address:

<http://www.transportation.wv.gov/highways/contractadmin/specifications/Pages/LinkDatedDamages.aspx>

The original total amount of the Release Order shall be substituted for the "Original Contract Amount" when using this Table.

- 4.2.3 All material shall be shipped adequately secured and in bundles arranged in a manner conducive to ease in unloading. Posts shall be shipped in separate bundles by length. Different size (weight per foot) posts shall not be mixed in the same bundle.
- 4.2.4 The Vendor shall provide notification of delivery to the maintenance organization which placed the Release Order a minimum of one (1) working day prior to delivery.
- 4.2.5 Delivery is an integral part of this contract and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of Purchasing and the Vendor of unsatisfactory performance in the execution of this Contract and the requirements herein.

5.0 ORDERING, INVOICING, AND PAYMENT

- 5.1 Release Orders: For all orders, the Agency will issue to the Vendor a WV-39 Release Order. Issuance of the Release Order shall contain the type of merchandise to be purchased and shall serve as the authorization to process the order.
 - 5.1.1 Minimum Order Size: The minimum order size for this Contract shall be 24,000 lbs.
- 5.2 The Vendor shall provide the Agency with a proper, payable invoice within a reasonable time frame after completion of the order.
- 5.3 Payment
 - 5.3.1 The State of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The Vendor must

accept the State of West Virginia purchasing card for payment of all orders placed against this Contract.

5.3.2 The Vendor must supply a credit card receipt, sales receipt, or cash register receipt. Charges must not be applied until merchandise is received in full by the Agency.

6.0 AWARD

6.1 Contract Sections: This Contract shall be awarded in its' entirety. The Vendor shall be required to provide a bid for all Items listed.

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	Total Cost	Inventory Class / Type / Subcode (DOH Use Only)
1	700	Galvanized U-Channel, 2 # per foot, 4 foot long			019 014 200004
2	10	Galvanized U-Channel, 2 # per foot, 5 foot long			019 014 200005
3	300	Galvanized U-Channel, 2 # per foot, 6 foot long			019 014 200006
4	1100	Galvanized U-Channel, 2 # per foot, 7 foot long			019 014 200007
5	2000	Galvanized U-Channel, 2 # per foot, 8 foot long			019 014 200008
6	10	Galvanized U-Channel, 2 # per foot, 9 foot long			019 014 200009
7	2000	Galvanized U-Channel, 2 # per foot, 10 foot long			019 014 200010
8	10	Galvanized U-Channel, 2 # per foot, 11 foot long			019 014 200011
9	10	Galvanized U-Channel, 2 # per foot, 12 foot long			019 014 200012
10	10	Galvanized U-Channel, 2 # per foot, 20 foot long			019 014 200020
11	6100	Galvanized U-Channel, 3 # per foot, 4 foot long			019 014 300004
12	10	Galvanized U-Channel, 3 # per foot, 5-1/2 foot long			019 014 300055
13	10	Galvanized U-Channel, 3 # per foot, 6 foot long			019 014 300006
14	500	Galvanized U-Channel, 3 # per foot, 7 foot long			019 014 300007
15	10	Galvanized U-Channel, 3 # per foot, 8 foot long			019 014 300008
16	1900	Galvanized U-Channel, 3 # per foot, 9 foot long			019 014 300009
17	2700	Galvanized U-Channel, 3 # per foot, 10 foot long			019 014 300010
18	800	Galvanized U-Channel, 3 # per foot, 11 foot long			019 014 300011
19	700	Galvanized U-Channel, 3 # per foot, 12 foot long			019 014 300012
20	10	Galvanized U-Channel, 3 # per foot, 13 foot long			019 014 300013
21	10	Galvanized U-Channel, 3 # per foot, 14 foot long			019 014 300014
22	10	Galvanized U-Channel, 3 # per foot, 16 foot long			019 014 300016
23	10	Galvanized U-Channel, 3 # per foot, 18 foot long			019 014 300018
24	10	Galvanized U-Channel, 3 # per foot, 20 foot long			019 014 300020
25	10	Galvanized U-Channel, 4 # per foot, 4 foot long			019 014 400004
26	10	Galvanized U-Channel, 4 # per foot, 6 foot long			019 014 400006
27	10	Galvanized U-Channel, 4 # per foot, 12 foot long			019 014 400012
28	10	Galvanized U-Channel, 4 # per foot, 14 foot long			019 014 400014
29	10	Galvanized U-Channel, 4 # per foot, 16 foot long			019 014 400016
30	10	Galvanized U-Channel, 4 # per foot, 18 foot long			019 014 400018
31	10	Galvanized U-Channel, 4 # per foot, 20 foot long			019 014 400020
CONTRACT TOTAL →					

Total combined wt. of these items per order must be 24,000# min.

AGENCY PERSONNEL

4# per foot u-channel, 4# back to back u-channel, and 6# back to back u-channel supports, without an approved slip base or breakaway mechanism, are allowed to be installed only where the operating speed is less than 35 MPH, behind guardrail, on an unaccessible bench, or outside the "clear zone" as defined in the AASHTO Roadside Design Guide.

When using 3 or more 2# or 3# u-channel posts for an assembly, post to post spacing must be greater than 3-1/2 ft.; Otherwise, a frangible breakaway splice mechanism supplied or approved by the manufacturer shall be used.

The Traffic Engineering Division has established an online form in order for District personnel to submit a documented report to the Traffic Engineering Division regarding issues associated with material orders. This form is intended to serve as a manner in which District personnel may quickly and easily submit a documented report to the Traffic Engineering Division regarding issues associated with the ordering, delivery and receipt of materials ordered, quality issues with any of the materials received, and any issues associated with the reconciliation of orders. This form may also be used to report issues with the installation or post-installation performance of materials. This form is located in the "Traffic" section of the WVDOT Intranet site (Click on "Traffic" on the left side of the page, then click on "PO Contract Report" on the left side of the page). The direct address for the location of this form is <http://sharepoint.wv.gov/sites/dot/highways/traffic/pocontractreport/Pages/default.aspx>. All reports submitted will be responded to by the Traffic Engineering Division. The Traffic Engineering Division will work with the individual at the District submitting the report to obtain additional needed facts or documentation such as photos or product samples, and will contact and work with the Contract Vendor and Materials Division if needed in order to reconcile the issues in a manner acceptable to all parties if possible. Typically, as a final step to address reported issues, the Traffic Engineering Division will complete and submit a WV-82 Vendor Performance Form in order to officially document any issues and their outcome. Once the report is submitted, an email verification will be automatically sent and an email notice will be sent to the Traffic Engineering Division. The initial point of contact for any submitted reports is Bruce Miller. If you have any questions or would like to follow up on the status of a report that has been submitted, please contact Mr. Miller at 558-9454 or bruce.f.miller@wv.gov.

TYPICAL WVDOH DELIVERY POINTS, DELIVERY CONTACTS, AND INVOICING ADDRESSES

Delivery Address	Delivery Contact	Delivery Contact Phone Number	Invoicing Address
WVDOH - D1 Sign Shop 75 Pickens Rd. Nitro, WV 25143	Jim Russell	304-759-0708 304-558-3001*	WVDOH - D1 Headquarters 1334 Smith Street Charleston, WV 25301
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Ed Laymen	304-528-5679 304-528-5600*	WVDOH - D2 Headquarters 801 Madison Avenue Huntington, WV 25712
WVDOH - D3 Sign Shop 720 Depot St. Parkersburg, WV 26101	Tom Potts	304-420-4815 304-420-4645*	WVDOH - D3 Headquarters 624 Depot Street Parkersburg, WV 26102
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 - D4 Headquarters I-79 & Meadowbrook Road Clarksburg, WV 26302
WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710	Doug Placka	304-289-3521 304-289-3521*	WVDOH - D5 Headquarters P.O. Box 99 (Route 50) Burlington, WV 26710
WVDOH District 6 Sign Shop 1 DOT Drive, Bldg. 3 Moundsville, WV 26041	Jim Wurtzbacher	304-843-3658 304-238-4008*	WVDOH - D6 Headquarters 1 DOT Drive Moundsville, WV 26041
WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452	Tyrone Campbell	304-269-0460 304-269-0414*	WVDOH - D7 Headquarters 255 Depot Street Weston, WV 26452
WVDOH - D8 Sign Shop Rt. 219 - 1 mile N. of Elkins Elkins, WV 26241	Mike Westfall	304-637-0215 304-637-0220*	WVDOH - D8 Headquarters US 219 North Elkins, WV 26241
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 - D9 Headquarters 103 1/2 Church Street Lewisburg, WV 24901
WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740	Curtis Whitlow	304-487-5283 304-487-5228*	WVDOH - D10 Headquarters 270 Hardwood Lane Princeton, WV 24740
WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306	Chuck Swigger Bruce Miller	304-558-6356 304-558-9454	WVDOH - Traffic Engineering Div. Bldg. 5 - Room A550 1900 Kanawha Blvd. E. 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 exceeds 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 _____ 20____

My Commission expires _____, 20 _____

AFFIX SEAL HERE

NOTARY PUBLIC _____

Please use this document for technical questions, posing in question format.

Technical Questions for RFQ: _____

Vendor Name: _____

Questions:

1. Specifications

2 Delivery

3 Invoicing

4 Award

Other:
