



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

Solicitation

NUMBER
8514C2022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS
 TRAFFIC SERVICES COMPLEX
 180 DRY BRANCH ROAD
 CHARLESTON, WV
 25306 304-558-2908

DATE PRINTED
04/14/2014

BID OPENING DATE: 05/14/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LB		570-05		
FLAT SHEET ALUMINUM REQUEST FOR QUOTATION (OPEN-END CONTRACT) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR FLAT SHEET AND PRE-CUT ALUMINUM FOR THE USE IN THE MANUFACTURING OF HIGHWAY SIGNING PER THE ATTACHED SPECIFICATIONS. ***** THIS IS THE END OF RFQ 8514C2022 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: April 29, 2014 at 5:00 PM EST

Submit Questions to: Crystal Rink
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115
(Vendors should not use this fax number for bid submission)
 Email: crystal.g.rink@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: May 14, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
refer to section 6.2 for late deliveries

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) and the West Virginia Division of Corrections (WVDOC) to establish an open-end contract for flat sheet and pre-cut aluminum for use in the manufacturing of highway signing.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 8514C2022.
 - 2.4 **“WVDOH”** means the West Virginia Division of Highways
 - 2.5 **“WVDOC”** means the West Virginia Division of Corrections
 - 2.6 **“FHWA”** means Federal Highway Administration
 - 2.7 **“FT”** means feet.
 - 2.8 **“IN”** means inches
 - 2.9 **“Class II Sheets”** means flat sheet aluminum blanks provided in the sizes and thicknesses specified, without pre-punched mounting holes and without corner radiuses.
 - 2.10 **“Class III Pre-Cuts”** means flat sheet aluminum blanks provided in the thicknesses specified and provided in the pre-cut sign sizes specified, with pre-punched mounting holes and with corner radiuses, if applicable.
 - 2.11 **“WVDOH Standards”** means official standards published by the WVDOH pertaining to design, fabrication, construction, and material testing/acceptance.

Examples of WVDOH Standards include the “WVDOH Standard Specifications Roads and Bridges”, the WVDOH “Standard Details Book” (Volumes I, II, and III), and the WVDOH “Materials Procedures”. Specific WVDOH Standards applicable to this RFQ are identified in the RFQ.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide the indicated Agencies with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed any mandatory requirements noted below.

The specifications of this RFQ and/or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized “industry standard” specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this RFQ. The ability to access such specifications shall be considered a mandatory requirement for participation in the RFQ process as a Vendor or as a supplier to the Vendor, as applicable.

- 3.1.1 Contract Bid Items:** The following Sections and described Items are listed on the Pricing Pages.

All Material shall be in accordance with Section 661 of the West Virginia Division of Highways’ Standard Specifications for Roads and Bridges, latest edition (attached as Exhibit B), and subsequent Supplemental Specifications (attached as Exhibit C), as applicable, unless otherwise specified or allowed for herein.

Class II Sheets and Class III Pre-Cuts shall be either 6061-T6 or 5052-H38 aluminum alloy and shall meet ASTM specifications ASTM-B-209 and ASTM-B449. The Vendor should state which alloy will be provided under this Contract at the location provided on the Pricing Pages. This Contract shall not be awarded without this information.

Alloy 5052-H38 stable flat sheet must be thermal flattened to reduce internal stresses and shall show excellent flatness after shear by full width of sheet.

All exposed aluminum surfaces shall be given a chromate type chemical conversion treatment conforming to ASTM-B-449 Class I or Class II.

Inspectors will sample each coil of aluminum from which the Vendor intends to fabricate Class II Sheets or Class III Pre-Cuts for conformance with the above specifications. If fabricated into Class III Pre-Cuts, each size will be sampled. The WVDOH further reserves the right to random sample upon delivery.

All sheets to be commercially flat, free from waves, scratches and buckles, corrosion, analysis markings, heat or oil stains, or any blemish which will prevent finishing to a bright uniform surface by a light cleaning process (bright dip), which prepares aluminum sheets for the application of paint, reflective sheeting, electro-cut sheeting, etc. All sheets to be free of oil and grease, and must be dry and not contaminated with waxes or dirt. Plugged holes will not be accepted. The edges, holes, and corners of the aluminum sheets shall be smooth, de-burred and free of dents and deformation.

Hole punching, if required, shall be per the reference noted on the Pricing Page. If the Punching Detail column indicates "Federal", then the punching layout shall be in accordance with the "Blank Standards" section of the FHWA publication "Standard Highway Signs", latest edition (attached as Exhibit D). If the Punching Detail column indicates "Special Detail", then the punching layout shall be in accordance with the applicable special detail contained within Exhibit E attached to this RFQ. If the Punching Detail column indicates "TP1-1", "TP1-2", "TP1-3", or "TP1-4", then the punching layout shall be in accordance with the Standard Detail sheet of the same designation contained within the WVDOH Publication "Standard Details Book Vol. II: Signing, Signals, Lighting, and Markings", latest edition. The referenced Standard Detail sheets are attached to this RFQ as Exhibit F.

All corner radiuses shall be 1-1/2 inches or in accordance with the previously referenced "Blank Standards" section of the FHWA publication "Standard Highway Signs", latest edition.

3.1.1.1 CLASS II SHEET – 0.080 INCH THICKNESS

3.1.1.1.1 Class II sheets shall not have holes or corner radiuses.

3.1.1.1.2 All Class II sheets shall meet a tolerance for buckles and edgewaves of not more than 3/8 inch.

3.1.1.2 CLASS II SHEET – 0.040 INCH THICKNESS

3.1.1.2.1 Class II sheets shall not have holes or corner radiuses.

3.1.1.2.2 All Class II sheets shall meet a tolerance for buckles and edgewaves of not more than 3/8 inch.

3.1.1.3 CLASS III PRE-CUT – 0.080 INCH THICKNESS

3.1.1.3.1 Class III pre-cuts shall have holes placed as specified herein.

3.1.1.3.2 Class III pre-cuts shall have corner radiuses as shown on the applicable detail.

3.1.1.3.3 All Class III aluminum Pre-Cut shall meet the following maximum tolerances for buckles and edgewaves based on square footage. Both the long and short dimensions of each sign blank shall meet the following tolerances:

≤ 4 SQ. FT.	3/16 INCH
> 4 SQ. FT. AND ≤ 6 SQ. FT.	5/16 INCH
> 6 SQ. FT.	3/8 INCH

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. This Contract shall be evaluated and awarded as a whole. The Sections defined in Section 3.0 shall not be evaluated and awarded independently. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Pages:** The Vendor shall complete the Pricing Pages by providing a unit price for each item listed. In order for the Vendor's bid to be considered for award, the Vendor must indicate a unit price for each item listed. Failure to do so will result in the Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 Minimum Order Size:** The minimum order for free shipping is 10,000 pounds. For orders less than 10,000 pounds, the Vendor may add actual shipping costs (prepaid) to the invoice as a separate item. In this case, the Vendor shall attach a copy of the freight bill to the invoice sent to the Agency.

For the purposes of determining if the order meets the minimum weight requirement specified, the estimated weight per unit values listed on the Pricing Pages shall be used. These weights are calculated based on an assumed aluminum unit weight of 168.5 pounds / cubic foot. Values are rounded to the nearest whole pound. The weight calculations for each size sheet or blank is based on the calculated square footage of each sheet or blank, based on the dimensions shown. Note that although the dimensions shown for interstate shields, pentagons, pennants, octagons, and U.S. route shields are nominal and not the actual blank

dimensions, the nominal dimensions are used to calculate the blank square footage for use in weight calculations regardless.

- 5.4 Shop Drawings:** Shop drawing submittal and approval will be required for orders if indicated on the Release Order. The Vendor shall not deliver any material until receipt of approved shop drawings, if required. The addition of Working Days to the Delivery Time specified in Section 6.1 to allow for the production of shop drawings, Agency review, and Vendor shop drawing corrections shall be at the discretion of the Agency placing the order. Shop drawings for WVDOH orders, when required, shall be transmitted electronically to Ted Whitmore of the WVDOH Traffic Engineering Division at the email address ted.j.whitmore@wv.gov . Shop drawing transmittal instructions for other Agencies shall be indicated on the Release Order:

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within thirty-five (35) Working Days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

Regardless of whether or not the vendor provides written notification of an order delay, if the Vendor is unable to deliver in full within thirty-five (35) Working Days after receipt of the order, the Vendor shall be subject to a daily (per Calendar Day) penalty at the purchasing Agency's discretion for each Calendar Day beyond the delivery deadline date until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Release Order. The penalty shall not exceed the original total amount of the Release Order. The penalty shall be calculated based on the Table shown at the following address:

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

This table is attached to this RFQ as Exhibit G.

The original total amount of the Release Order shall be substituted for the "Original

Contract Amount” when using this Table.

- 6.3 Delivery Payment/Risk of Loss:** Except for as allowed in Section 5.3, standard order delivery shall be F.O.B. destination to the Agency’s specified location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and except for as allowed in Section 5.3, is not permitted to charge the Agency separately for such delivery.
- 6.4 Packaging & Material Condition:** To prevent scratching and damage to individual sheets, the stacks of aluminum blanks shall be banded to the crate/pallet securely enough to prevent shifting between individual sheets during shipping. Sheets are to be interlaced with a suitable paper that will not contaminate the aluminum. Each crate/pallet of aluminum shall be suitably wrapped in waterproof paper. Asphalt impregnated paper will not be permitted. The crates/pallets must be of a suitable construction to withstand normal handling and must be free of dirt, oil, grease and all foreign matter. If shipped motor freight, crates or pallets shall not be stacked more than (5) parcels high. A piece of cardboard or paper shall be placed and secured under the strapping at the top of each individual stack of blanks. The top of this piece of cardboard or paper is to be marked with the size of the blanks including in the stack, and the quantity of blanks in the stack. Varying size blanks shall not be mixed in a particular stack.

All materials must be taped and shipped via flat-bed truck. Materials shipped via enclosed truck or box van will be refused. A packing slip shall accompany each delivery. Acceptance of material will be based on normal testing procedures of the WVDOH. This may require certifications and/or random samples.

6.4.1 All Class II sheets shall be packed in crates/pallets not to exceed 2,000 pounds.

6.4.2 All Class III pre-cuts are to be packed in crates/pallets not to exceed 2,000 pounds. No stacks shall contain more than 500 ea. blanks due to storage rack space limitations. In addition, the following requirements shall apply:

- 0.080 inch thick blanks larger than 7.21 square feet (and up to 18 square feet) shall be 100 ea. maximum per pallet.
- 0.080 inch thick blanks less than 7.21 square feet shall be 250 ea. maximum per pallet, with the exception of blanks that are no more than 3.6 square feet.
- 0.080 inch thick blanks up to 3.6 square feet shall be 500 ea. maximum per pallet.

Stacks shall not be larger than the maximum allowed, as shown on the bid schedule.

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion. If the Agency elects to have the returned items replaced, the provisions of Sections 6.1 and 6.2 shall remain in effect until the order is completed in full with material accepted by the Agency.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

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

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

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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

EXHIBIT A - PRICING PAGES

Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

STATE ALUMINUM ALLOY TYPE TO BE SUPPLIED UNDER THIS CONTRACT (6061-T6 OR 5052-H38): _____

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	ESTIMATED WEIGHT PER UNIT (POUNDS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	EXTENDED TOTAL AMOUNT	DOH INVENTORY SUBCODE
CLASS II SHEET - 0.080 INCH THICKNESS								
1	80	1-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	20	2000 #			030-218144
2	30	2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	27	2000 #			224144
3	80	2-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	34	2000 #			230144
4	30	3 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	40	2000 #			236144
5	50	3-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	47	2000 #			242144
6	20	4 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	54	2000 #			248144
7	20	5 FT X 12 FT X 0.080 GAUGE THICKNESS	NO HOLES	67	2000 #			260144
CLASS II SHEET - 0.040 INCH THICKNESS								
8	30	4 FT X 12 FT X 0.040 GAUGE THICKNESS	NO HOLES	27	2000 #			148144
9	20	5 FT X 12 FT X 0.040 GAUGE THICKNESS	NO HOLES	34	2000 #			160144
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - 0.080 INCH THICKNESS								
10	20	6 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3	1	500 EA.			031-000630

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE "SIGN BLANKS" SECTION OF THE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

EXHIBIT A - PRICING PAGES (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	ESTIMATED WEIGHT PER UNIT (POUNDS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST	DOH INVENTORY SUBCODE
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - 0.080 INCH THICKNESS (CONTINUED)								
11	800	9 IN X 24 IN VERTICAL RECTANGLE	TP1-4	2	500 EA.			031-000924
12	20	9 IN X 30 IN VERTICAL RECTANGLE	TP1-4	2	500 EA.			000930
13	20	9 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3	2	500 EA.			000930
14	170	9 IN X 42 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW D16-1 DETAIL)	3	500 EA.			000942
15	320	9 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW D16-1 DETAIL)	3	500 EA.			000948
16	200	12 IN X 18 IN VERTICAL RECTANGLE	TP1-4	2	500 EA.			001218
17	1000	12 IN X 24 IN HORIZONTAL RECTANGLE	TP1-3	2	500 EA.			001224
18	240	12 IN X 30 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL	3	500 EA.			001230
19	1300	12 IN X 36 IN RECTANGLE	SPECIAL DETAIL	3	500 EA.			001236
20	20	12 IN X 48 IN VERTICAL RECTANGLE	TP1-4	4	250 EA.			001248
21	800	15 IN X 21 IN HORIZONTAL RECTANGLE	TP1-3	2	500 EA.			001521
22	30	15 IN X 30 IN HORIZONTAL RECTANGLE	TP1-3	4	500 EA.			001530
23	180	15 IN X 36 IN HORIZONTAL RECTANGLE	TP1-3	4	250 EA.			001536

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE "SIGN BLANKS" SECTION OF THE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

EXHIBIT A - PRICING PAGES (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	ESTIMATED WEIGHT PER UNIT (POUNDS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST	DOH INVENTORY SUBCODE
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - 0.080 INCH THICKNESS (CONTINUED)								
24	800	15 IN X 42 IN HORIZONTAL RECTANGLE	TP1-3	5	250 EA.			031-001542
25	700	15 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3	6	250 EA.			001548
26	140	15 IN X 54 IN HORIZONTAL RECTANGLE	TP1-3	6	250 EA.			001554
27	30	15 IN X 60 IN HORIZONTAL RECTANGLE	TP1-3	7	250 EA.			001560
28	200	18 IN X 18 IN SQUARE	TP1-2	3	500 EA.			001818
29	200	18 IN X 18 IN DIAMOND	SPECIAL DETAIL	3	500 EA.			001818
30	500	18 IN X 24 IN VERTICAL RECTANGLE	TP1-4	3	500 EA.			001824
31	20	18 IN X 30 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL	4	250 EA.			001830
32	200	18 IN X 36 IN HORIZONTAL RECTANGLE	TP1-3	5	250 EA.			001836
33	20	21 IN X 28 IN HORIZONTAL RECTANGLE	TP1-3	5	250 EA.			002128
34	1800	24 IN X 24 IN SQUARE	TP1-2	4	250 EA.			002424
35	1800	24 IN X 30 IN VERTICAL RECTANGLE	TP1-4	6	250 EA.			002430
36	120	24 IN X 36 IN VERTICAL RECTANGLE	SPECIAL DETAIL	7	250 EA.			002436

* TP1-1 : SEE WYDOH STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WYDOH STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WYDOH STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WYDOH STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE "SIGN BLANKS" SECTION OF THE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

EXHIBIT A - PRICING PAGES (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	ESTIMATED WEIGHT PER UNIT (POUNDS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST	DOH INVENTORY SUBCODE
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - 0.080 INCH THICKNESS (CONTINUED)								
37	520	24 IN X 48 IN HORIZONTAL RECTANGLE	TP1-3	9	100 EA.			031-002448
38	20	24 IN X 72 IN HORIZONTAL RECTANGLE	NO HOLES	13	100 EA.			002472
39	1100	30 IN X 30 IN DIAMOND	TP1-2	7	250 EA.			003030
40	1100	30 IN X 30 IN SQUARE	TP1-2	7	250 EA.			003030
41	200	30 IN X 36 IN VERTICAL RECTANGLE	TP1-4	8	100 EA.			003036
42	100	30 IN X 42 IN HORIZONTAL/VERTICAL RECTANGLE	TP1-3, TP1-4 (PUNCH FOR HORIZONTAL AND VERTICAL)	10	100 EA.			003042
43	350	30 IN X 48 IN HORIZONTAL/VERTICAL RECTANGLE	TP1-3, TP1-4 (PUNCH FOR HORIZONTAL AND VERTICAL)	11	100 EA.			003048
44	20	30 IN X 60 IN HORIZONTAL RECTANGLE	TP1-3	14	100 EA.			003060
45	280	36 IN X 36 IN DIAMOND	TP1-2	10	100 EA.			003636
46	280	36 IN X 36 IN SQUARE	TP1-2	10	100 EA.			003636
47	20	36 IN X 45 IN HORIZONTAL RECTANGLE	TP1-3 (FOLLOW "M" SERIES DETAIL)	13	100 EA.			003645
48	130	36 IN X 48 IN VERTICAL RECTANGLE	TP1-4	13	100 EA.			003648
49	20	36 IN X 60 IN HORIZONTAL RECTANGLE	SPECIAL DETAIL	17	100 EA.			003660
50	370	48 IN X 48 IN DIAMOND	TP1-2	18	100 EA.			004848
51	20	48 IN X 60 IN VERTICAL RECTANGLE	TP1-4	22	100 EA.			004860
52	20	24 IN X 24 IN INTERSTATE SHIELD	FEDERAL	4	250 EA.			022424

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE "SIGN BLANKS" SECTION OF THE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

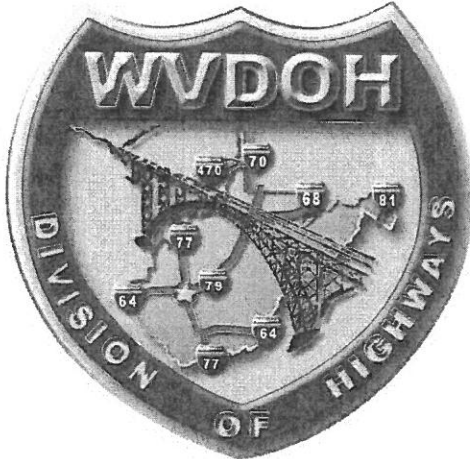
EXHIBIT A - PRICING PAGES (CONTINUED)

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	PUNCHING DETAIL*	ESTIMATED WEIGHT PER UNIT (POUNDS)	MAX SHEETS / BLANKS PER STACK	UNIT COST (ROUND PRICE TO 2ND DECIMAL PLACE)	TOTAL COST	DOH INVENTORY SUBCODE
CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - 0.080 INCH THICKNESS (CONTINUED)								
53	20	24 IN X 30 IN INTERSTATE SHIELD	FEDERAL	6	250 EA.			031-022430
54	20	36 IN X 36 IN INTERSTATE SHIELD	FEDERAL	10	100 EA.			023636
55	20	36 IN X 45 IN INTERSTATE SHIELD	FEDERAL	13	100 EA.			023645
56	80	36 IN X 36 IN X 36 IN TRIANGLE	TP1-1	4	250 EA.			043636
57	20	48 IN X 48 IN X 48 IN TRIANGLE	TP1-1	8	250 EA.			044848
58	70	30 IN X 30 IN PENTAGON	FEDERAL	7	250 EA.			053030
59	30	36 IN X 36 IN PENTAGON	FEDERAL	10	100 EA.			053636
60	50	36 IN X 48 IN X 48 IN PENNANT	TP1-2	6	250 EA.			063648
61	60	36 IN CIRCLE	TP1-2	8	250 EA.			073600
62	330	18 IN X 18 IN OCTAGON	SPECIAL DETAIL	3	500 EA.			081818
63	1600	30 IN X 30 IN OCTAGON	TP1-1	7	250 EA.			083030
64	200	36 IN X 36 IN OCTAGON	TP1-1	10	100 EA.			083636
65	20	48 IN X 48 IN OCTAGON	TP1-1	18	100 EA.			084848
66	20	24 IN X 24 IN US ROUTE SHIELD	NO HOLES	4	250 EA.			022424
67	20	36 IN X 36 IN US ROUTE SHIELD	NO HOLES	10	100 EA.			023636
68	20	24 IN X 30 IN US ROUTE SHIELD	NO HOLES	6	250 EA.			022430
69	20	36 IN X 45 IN US ROUTE SHIELD	NO HOLES	13	100 EA.			023645

* TP1-1 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-1
 TP1-2 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-2
 TP1-3 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-3
 TP1-4 : SEE WVD0H STANDARD DETAILS BOOK, VOLUME II, PAGE TP1-4
 SPECIAL DETAIL : SEE ATTACHED SPECIAL DETAIL SHEET
 FEDERAL : SEE "SIGN BLANKS" SECTION OF THE FHWA STANDARD HIGHWAY SIGNS PUBLICATION, LATEST EDITION

EXHIBIT B (NEXT 15 PAGES)

**WEST VIRGINIA
DIVISION OF HIGHWAYS**



**STANDARD SPECIFICATIONS
ROADS AND BRIDGES
Adopted 2010**

SECTION 661 TRAFFIC SIGNS AND DELINEATORS

661.1-DESCRIPTION:

This item shall consist of the fabricating, furnishing, and erecting of a complete system of traffic signs and delineators in accordance with the requirements of the Plans and of these specifications. All details not specified or not shown on the Plans shall conform to the details and requirements set forth in the following specifications and publications:

Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, latest issue, including revisions, American Association of State Highway and Transportation Officials (AASHTO).

Manual on Uniform Traffic Control Devices for Streets and Highways, latest issue, including revisions, as printed by the Federal Highway Administration, U.S. Department of Transportation. (Referred to as the MUTCD).

Standard Alphabets for Highway Signs, as printed by the Federal Highway Administration, U.S. Department of Transportation. *West Virginia Manual of Uniform Traffic Control Devices, Fabrication Details*, latest issue, including revisions. (Referred to as the Fabrication Manual).

661.2-MATERIALS:

The criteria for sampling, inspection, and acceptance of signing material are documented in MP 661.02.40.

661.2.1-Aluminum:

661.2.1.1-Sign Panels: Panels shall be of the type specified in the Plans and shall meet the following Specifications:

661.2.1.1.1-Sheets: Aluminum for sheet sign panels shall be Alloy 6061-T6, ASTM B 209 or Alloy 5052-H38, and shall meet the ASD fabrication requirements for mill products. For signs using porcelain enamel background on sheet aluminum, the Contractor shall use an alloy which has been recommended by the manufacturer and approved by the Engineer, specially designed and prepared for the application of porcelain enamel.

661.2.1.1.2-Extrusions: Aluminum for the extruded panels shall be Alloy 6063-T6, ASTM B 221.

661.2.1.1.2-Structural Shapes: Structural shapes, rolled or extruded, used for sign framing or mounting brackets shall be of Alloy 6061-T6 or Alloy 6063-T6, ASTM B 211 or B221.

661.2.1.1.3-Hardware: Aluminum for hex lock nuts for use with post clip bolts and stitch bolts shall conform to Aluminum Alloy 2017-T4. Lock nuts shall have anodic coating conforming to MIL-A-8625. Thread fit shall be as recommended by the manufacturer.

Flat washers for use with stitch bolts and post clip bolts shall conform to current ASTM B 209, aluminum alloy 2024-T4 or Alclad 2024-T4. Washers shall be used with all lock nuts and stitch bolts.

Spring, lock-washers shall conform to current ASTM B 211, Alloy 7075-T6, aluminum alloy bars, rods and wire.

Post clips shall conform to current ASTM B 108, Alloy 356-T6, aluminum base alloy permanent mold castings.

Post clip bolts and stitch bolts shall conform to current ASTM B 211, Alloy 2024-T4, aluminum alloy bars, rods and wire. Bolts shall have an anodic coating and shall be chromate sealed in accordance with MIL-A-8625.

Nuts, ¼ inch (6 mm) top and under, and all bolts and machine screws shall be made from Alloy 2024-T4, ASTM B 211. Nuts 5/16 inch (8 mm) and over, shall be Alloy 6262-T9, ASTM B 211. All nuts, bolts and machine screws shall have an anodic coating with a chromate seal conforming to MIL-A-8625.

U-bolts shall be fabricated of 2024-T4 aluminum alloy conforming to ASTM B 211 and connecting clips shall be fabricated of 6061-T6 aluminum alloy conforming to ASTM B 221.

661.2.1.4-Demountable Copy: Demountable copy, including all items of legend and border, shall be fabricated of aluminum 0.040 inch (1 mm) thick sheet conforming to ASTM B 209, Alloy 5052 H38.

Demountable copy shall be coated with white type II high-intensity sheeting unless another color is specified on the Plans.

Demountable legend shall be in accordance with the current MUTCD. Combined upper and lower case alphabets shall be Series E modified by widening the stroke width to approximately one-fifth of the letter or numeral height of the upper case alphabet. Capital alphabets shall be Series D modified by widening the stroke width to approximately one-fifth of the letter or numeral height.

661.2.1.5-Rivets: All rivets used for the attachment of demountable copy shall be blind, dome head, self-plugging or pull through type mandrel, made of aluminum alloy that will not produce streaking or discoloring of the sign face. The manufacturer of the rivets shall determine the method of rivet application.

All rivets used for the attachment of delineators shall be blind, dome head, self-plugging or pull through type mandrel. The rivets shall be an aluminum alloy.

661.2.2-Steel: Hardware-Low carbon steel bolts and nuts shall be in accordance with ASTM A 307. Manufacturer's markings on A 307 bolts will not be required. High strength steel bolts, nuts, and washers shall be in accordance with ASTM A 325. Stainless steel bolting materials shall be in accordance with ASTM A 320 and shall be of the type recommended by the manufacturer of the material. Galvanizing, if required, should conform to

ASTM A 153. Cadmium plating, if required, should conform to ASTM B 766, Class 12 (0.47 mils) (12° m).

Material used for banding and buckles, clamps, bolts, and lockwashers shall be stainless steel.

Steel clamps for attaching sign to tubular supports shall be of two types. Type I, a light duty clamp shall be capable of withstanding loads equivalent to a sign area of 20 square feet (2 square m) and shall be fabricated from material meeting the requirements of ASTM A 575 or A 576, Grade 1020. Type II, a heavy duty clamp, shall be capable of withstanding the loads equivalent to a sign area of 80 square feet (7.5 square m) and shall be fabricated from material conforming to the requirements of ASTM A606, A607 or ASTM A242.

Steel shapes and plates used as mounting hardware or as sign framing shall be Grade 1020 conforming to ASTM A 575 or A 576.

Steel for delineator supporting brackets shall be commercial quality steel galvanized in accordance with ASTM A 123.

661.2.3-Enclosed Lens Reflective Sheeting: The reflective sheeting shall conform to 715.9.2.1.

661.2.4-Reflex Reflectors: The reflectors shall conform to 715.9.2.4.

661.2.5-Delineators: The soiled anchored plastic delineator post or guardrail mounted plastic delineator post installed shall be a model post from the latest approved products listing (APL) for such. The posts supplied shall also meet the requirements noted on the APL. Unless otherwise noted, color shall be either white with white on the front or yellow with fluorescent yellow sheeting on the front. All soil anchored, guardrail mounted, and xs delineators shall utilize either type ASTM IX or TYPE ASTM XI Reflective Sheeting. All B-1 delineators shall be 8" x 12" and utilize type ASTM III Sheeting.

Mounting hardware for guardrail mounted plastic delineator posts on steel posts – self tapping screws shall be pan head and shall be manufactured of 410 or 410C stainless steel with a square drive. The screws shall meet the dimensional requirements of SAE J78. The fender washers shall be manufactured using 18-8 stainless steel. Mounting hardware for guardrail mounted plastic delineator posts on wood posts – the lag screws and fender washers shall be manufactured using low carbon steel. The bolts shall be hot dip galvanized per ASTM F2329 or in accordance with Class C of ASTM A 153. The bolts shall meet the dimensional requirements of ASME B18.2.1. Galvanizing for the fender washers shall be Class 25, Type 1, per ASTM B695.

Anchors used for surface mounted tubular delineators to concrete surfaces shall be self threading anchors meeting the requirements described herein, and shall exhibit performance and durability equal to or greater than ITW Redhead LDT Anchors. Anchor bodies shall be made of hardened carbon steel, plated with zinc or equal corrosion resistant coating. The anchors shall have a finished hex washer head with anti-rotation serrations to prevent anchor back-out. The head of the anchor shall be stamped with a length identification code for easy inspection. The anchors shall be installed with carbide tipped

hammer drill bits made in accordance with ANSI B212.15. The anchor diameter shall be based on the pre-drilled holes provided in the marker base. The overall anchor length shall be sufficient to provide a minimum embedment depth of two inches into the concrete. All other components shall be those supplied and recommended by the manufacturer.

661.2.6-Inks: Inks for reflective sheeting shall meet the requirements of Section 711.13.

661.2.7-Nylon Washers: Nylon washers shall be of commercial grade.

661.2.8-Route Markers for Guide Signs: Route marker shields to be mounted on guide signs shall be fabricated using aluminum alloy 6061-T6 or 5052-H38, ASTM B209. The minimum thickness of the aluminum sheet shall be 0.040 inches (1.02 mm). All shields shall be attached to the guide signs using approved rivets.

661.2.8.1-Reflective Guide Signs: U.S. and State route marker shields shall have white encapsulated lens, reflective sheeting background, with black nonreflective sheeting numerals.

Interstate shields shall have red and blue encapsulated lens, reflective sheeting background, with white numerals and border.

661.2.8.2-BLANK

661.2.9-Nonreflective Sheeting: Nonreflective sheeting shall conform to the requirements of 715.9.2.2.

661.2.10-Encapsulated Lens Reflective Sheeting: The reflective sheeting shall conform to 715.9.2.3.

CONSTRUCTION METHODS

661.3-FABRICATION:

661.3.1-General: Fabrication of all sign parts shall be in accordance with the dimensions shown on the Plans and approved shop drawings. Work shall be done in a uniform workmanlike manner.

661.3.2-Shop Drawings: If not as shown on the Plans, the Contractor shall submit to the Engineer for approval scale drawings, eight copies, of those signs having variances, showing arrangement and spacing of all letters, symbols and borders for all signs having demountable legend, attachment of sign panels, and copies of all layout templates for silk screen signs.

If a method of attaching sign panels to supports is other than as shown on the Standard Drawings, the Contractor shall submit to the Engineer for

approval detailed drawings, eight copies, showing the proposed method of attaching each type of sign panel to each type of support.

661.3.3-Metal Cutting and Refinishing: Panels one-half inch (13 mm) thick or less shall be cut by one of the following methods: sheared, blanked, sawed or milled. Panels over one-half inch (13 mm) thick shall be sawed or milled. Re-entrant cuts shall be filleted by drilling prior to cutting. No flame cutting will be permitted. Cut edges shall be refinished to present a true and smooth edge that is free from burrs and ragged breaks. Holes shall be made in such a manner as not to affect the finished surface.

661.3.4-Sign Panel Preparation: Prior to application of ink or reflective sheeting to the sign panels, they shall be given a chemical conversion treatment meeting the requirements of ASTM B449, Class 1 or 2.

All fabrication, including cutting, welding, riveting, and punching of holes other than mounting holes for demountable letters, numerals, symbols and borders, shall be completed prior to surface preparation. However, it will be permissible to weld studs to panels after application of sheeting.

661.3.4.1 THROUGH 661.3.4.3-BLANK

661.3.4.4-Handling: Sign panels shall not be handled, except by mechanical devices or clean canvas gloves, between all cleaning and etching operations and the application of reflective sheeting. There shall be no opportunity for metal to come in contact with grease, oils, or other contaminants after cleaning and etching and prior to the application of the background material.

661.3.5-Application of Reflective Sheeting: The application of reflective sheeting to the backing material shall be in full accordance with instructions of the manufacturer of the reflective sheeting used.

Reflective sheeting shall cover one entire side of the flat sheet blank, which side shall be the sign face. When applied to extruded sign panels, reflective sheeting shall be rolled over each edge of the extrusion $\frac{1}{4}$ inch (6.35 mm) (plus $\frac{1}{16}$ inch (1.6 mm), minus 0 inch (mm)) to prevent an opened surface on the sign face.

Reflective sheeting shall be applied mechanically in a manner specified by the manufacturers of the reflective sheeting.

Signs 48 inches (1.2 m) and less on the shorter side shall be covered by a single piece of reflective sheeting. On signs larger than 48 inches (1.2 m), adjacent pieces shall be carefully matched for color to provide uniform reflective quality. All seams shall be straight and the edges of adjustment pieces shall be overlapped a minimum of $\frac{3}{16}$ inch (5 mm) the length of the seam.

661.3.6-Application of Copy:

661.3.6.1-Demountable Copy: Each letter, symbol and border shall be supplied with mounting holes and shall be secured to the sign surface

with approved rivets. The use of tape, glue or other substance to secure the copy to the sign face during fabrication or in its final form, other than approved rivets, will not be allowed.

Demountable letters, digits, borders and alphabet accessories shall be attached flush against sign faces after background material has been applied.

Spacing of all legends and borders shall be as specified with an allowable tolerance of plus or minus 2 percent on any individual measurement as shown on the Plans or approved shop drawings. A sufficient number of rivets shall be used to securely fasten demountable legends and borders to sign panels.

661.3.6.2-Screen Processing: All legends or borders on signs, except demountable letters or borders, shall be applied by screen processing, reverse screen processing, or cut out letters after the reflective sheeting is applied to the panels. All screening shall be done in a workmanlike manner and as recommended by the manufacturer of the reflective sheeting. The Contractor may apply legends and borders to signs having reflectorized backgrounds by equally effective methods after approval of the Engineer. All legends, borders and backgrounds shall be of the color specified and placed on the sign as shown on the Plans.

The screening shall be done in a manner which results in a uniform color and tone, with sharply defined edges of legend and border and without blemishes on the sign background. Where screening is required, free hand painting will not be permitted. Proper size screen mesh shall be used in reverse screening to ascertain that the finished colors match the prescribed Standard Interstate Colors.

661.3.7-Sign Panels:

661.3.7.1-Flat Sheet: Flat sheet signs shall be fabricated of a single piece of sheet material without joints and without supporting frame. The height or width of the sign shall be within plus or minus 5/8 inch (3 mm) tolerance of the dimensions indicated on the Plans. Corner radii shall be within plus or minus 1/16 inch (1.6 mm) tolerance of the dimensions shown on the Plans.

The following minimum thickness shall be used for the appropriate width unless the height of the sign is less than half the width, in which case the next heavier gauge (up to 0.100 inch (2.54 mm)) shall be used. The width is measured perpendicular to the post.

{ENGLISH}

Width (Inches)	Thickness Based On	
	Single Post Mounting (Inches)	Two Post Mounting (Inches)
Up to 30 Inclusive	0.080	----
31 to 37 Inclusive	0.100	----
38 to 47 Inclusive	0.100	0.800
48 to 60 Inclusive	0.100	0.100
61 to 72 Inclusive	0.100	0.100

{METRIC}

Width (mm)	Thickness Based On	
	Single Post Mounting (mm)	Two Post Mounting (mm)
Up to 750 Inclusive	2.03	----
751 to 925 Inclusive	2.54	----
926 to 1 175 Inclusive	2.54	2.032
1 176 to 1 500 Inclusive	2.54	2.54
1 501 to 1 800 Inclusive	2.54	2.54

Panels shall have dimensions and corner radii in accordance with the Standard Drawings and shall be punched only with the holes necessary for proper mounting. Signs shall be free of buckles, warp, dents, and burrs prior to the application of reflective sheeting or other background material. Dimples or indentations shall not be noticeable from a distance of 10 feet (3 m) normal to the sign.

661.3.7.2-Extruded Panels: Extruded panel signs shall consist of extruded aluminum channel sections, bolted together at the flanges, to form a surface of the length, width, and depth required, to which the legend, border, and background have been applied.

The panel sections shall be of the shape, dimensions, and weight shown on the Standard Drawings. This section as shown is nominal and an alternate extruded panel section of equal or greater section modulus and having dimensions suitable to utilize hardware as shown on the Standard Drawings may be supplied by the Contractor upon receipt of the written approval of the Engineer. No splicing of sections will be permitted.

The sections shall be within the established commercial tolerances of the aluminum industry.

Each panel shall be flat and true within $\frac{1}{4}$ inch (6.35 mm) tolerance on an 8 feet (2.4 m) length, with proportionately greater allowance on longer lengths. Flatness across the face of each panel shall be limited to 0.004 inch per inch (100 μ m per 25.4 mm) of width.

The panels shall be assembled in the shop and firmly bolted to form a sign of the length and width required. Before bolting, the webs of the panels shall be in the same plane to form a smooth and uniform surface and the ends shall be free from projections. Adjacent panels shall be color matched both day and night.

It is intended that the sign shall be fabricated as a single unit. If the largest signs cannot be shipped as a single unit, they may be sectionalized as approved by the Engineer. All signs must be completely shop assembled but if field joining of panels is permitted, legend and border units which overlap the joining must be removed and replaced in the field.

661.3.7.3-BLANK

661.3.7.4-Clear Coating and Edge Sealing: Signs to which reflective sheeting has been applied shall not be clear coated, except when it is recommended by the manufacturer of the sheeting. Edge sealer shall be applied to all splices and edges as recommended by the sheeting manufacturer.

661.3.7.5-Packaging: All signs shall be protected by packaging during shipment and storage. The packing shall be adequate to prevent damage to any part of the sign, including any demountable legends or borders. Before packaging, all signs shall be free of moisture and all paints shall be thoroughly dry. Adhesive tapes shall not be applied to any sign surfaces. All packaged signs shall be kept entirely dry.

Signs delivered for use on a project shall be stored off the ground and under cover in a manner meeting the approval of the Engineer.

Signs reflectorized with encapsulated lens sheeting shall be packaged and stored as specified, with careful consideration to avoid friction or rubbing between signs; shall be kept dry and at an ambient temperature not to exceed 150° F (66° C); and shall be stored on edge to prevent excessive pressure on the surface of the sheeting.

661.3.8-Application of Nonreflective Film: Nonreflective film shall be mechanically applied and processed in accordance with the recommendation of the film manufacturer.

Nonreflective sheeting shall be clear coated and force cured as recommended by the manufacturer of the sheeting.

661.4-ERECTION:

661.4.1-General: All signs and delineators shall be erected at the points designated on the Plans or by the Engineer in accordance with these Specifications and in reasonable close conformity to the locations, elevations and angles shown on the Plans or established by the Engineer.

Before starting the erection of signs, the Contractor shall establish the location of each sign in accordance with the Plans or as directed by the Engineer, and mark each sign site with construction stakes, having clearly

indicated the sign number of the respective sign. The Contractor shall furnish stakes, paint, other materials and labor for performing the locating and staking as described. When the sites have been staked and are ready for inspection, the Contractor shall inform the Engineer, who will check and approve the site or make necessary changes. Centerline station information will be furnished to the Contractor by the Engineer.

The Contractor shall take full responsibility for checking all cross sections at approved sign locations to determine final support lengths. The supports shall not be fabricated until such time as the above measurements prove acceptable to the Engineer. Upon approval of location and support length, the Contractor shall erect the proper sign at the staked location and complete all work.

After installation of the signs, they shall be inspected at night by the Engineer. If specular reflection is apparent on any sign, its positioning shall be adjusted by the Contractor at his expense to correct this condition.

661.4.2-Location of Ground Mounted Signs: Signs shall be oriented to minimize or eliminate specular reflection.

Ground mounted signs longer than 48 inches (1.2 m) shall normally be mounted at 93 degrees away from the direction of, and facing, the traffic that they are intended to serve.

On curves, structural posts shall be located and erected so as to face the sign at an angle of 85 degrees from the line of sight. The line of sight is defined as the line between the center of the sign and the centerline of the traffic lane adjacent to the sign. Its length in feet is equal to 50 (meters is equal to 0.6) times the letter height, in inches (mm), of the smallest legend in the major line of copy. (Example: 50 by 12 inches letter equals 600 feet in the line of sight). (Example: 0.6 by 300 mm letter equals 180 meters in the line of sight).

Ground mounted signs shorter than 48 inches (1.2 m) shall normally be mounted approximately at right angles to the direction of, and facing, the traffic that they are intended to serve.

661.4.2.1-Multi-lane Roadways: Signs on the thru roadway and on ramp entrances and exits at the thru roadway shall have the following clearance from the roadway:

In ground installations, the signs shall be erected at a height, measured from the edge of the pavement to the bottom of the sign, as indicated in the following table, unless otherwise specified on the Plans. If, however, a secondary sign is mounted below a guide sign, the major sign shall be at least 8 feet (2.4 m) and the secondary sign at least 5 feet (1.5 m) above the level of the pavement edge unless otherwise specified on the Plans.

SIGNS	HEIGHT (Ft)(m)	MEASURED TO
Route Marker Assemblies	7 (2.1 m)	Bottom of Lowest Sign
Regulatory Signs	7 (2.1 m)	Bottom of Sign
Warning Signs	7 (2.1 m)	Bottom of Sign
Truck Weight Station Signs	7 (2.1 m)	Bottom of Sign
All other signs	7 (2.1 m)	Bottom of Sign

Overhead signs shall provide a clearance of not less than 17 feet (5.2) over the entire width of the pavement and shoulders.

For roadways with no curbs or mountable curbs, the minimum horizontal clearance to any roadside sign or overhead sign structure shall be 4 feet (1.2 m) beyond the edge of the paved roadway shoulder, to either the right or left. Where there is an unmountable curb or guardrail, the horizontal clearance shall be at least 2 feet (600 mm) beyond the face of the curb or guardrail.

Mileposts shall be located in line with delineators and at a height of 4 ½ feet (1.350 m), measured between the grade of the pavement and the bottom of the sign panel.

661.4.2.2-Other Roadways: Signs on frontage roads, roads or streets affording access to the multi-lane roadway, and on ramps (other than at the multi-lane roadway) shall have the following clearance from the roadway.

The bottom of the roadside signs shall be 7 feet (2.1 m) above the level of the roadway edge. If however, a secondary sign is mounted below the major sign, the secondary sign shall be at least 6 feet (2.1 m) above the level of the pavement edge.

When signs are placed over the pavement, a clearance of 17 feet (5.2) shall be provided between the surface of the pavement and the bottom of the lowest part of the sign structure.

Roadside signs and overhead structures shall be placed at the edge of the road shoulders and normally shall have a horizontal clearance of two to twelve feet (0.6 to 3.6 m) beyond the edge of the pavement or travelway, except where conditions do not permit, or where otherwise shown on the Plans. Where a raised curb, guardrail, or paved shoulder is present, a sign shall ordinarily be placed with its nearest edge at least 2 feet (0.6 m) outside such curb line, guardrail, or paved shoulder.

661.4.3-Location of Delineators: The reflective units of the delineators shall be positioned to be clearly visible for a distance of 1,000 feet (300 m) wherever possible during night time under normal weather and atmospheric conditions when illuminated by the upper beam of standard automobile headlights with the vehicle located in the right hand traffic lane approaching the delineator.

Reflective units shall be attached with aluminum rivets of suitable length as follows:

- i. One white unit shall be attached to posts or brackets located along the right side of the main roadway.
- ii. One white unit shall be attached to posts or brackets along the right of the main roadway through interchange areas and on the right side of the connecting roadways and ramps through the interchange area.
- iii. One amber unit shall be attached to posts or brackets along the left side of the connecting roadways and ramps as necessary through the interchange area.
- iv. Two white units shall be attached vertically to all posts along the right side on acceleration and deceleration lanes.
- v. Two amber units shall be attached vertically on each face of posts or brackets located in the center of dividers less than 8 feet (2.4 m) in width on ramps.

Post mounted delineators shall be supported by flanged channel bar posts of the material, design, and dimensions specified in 657.

When the required longitudinal spacing of posts falls on a structure, delineator brackets, Type A, Type B, or Type C shall be installed instead of a post as shown on the Standard Drawings. Bracket mounted delineators shall be supported on aluminum or steel brackets of the materials, design, and dimensions in accordance with these Specifications and the Standard Drawings. Type A delineator brackets shall be used on bridge railing with horizontal members having a round section. Type B delineator brackets shall be used on bridge railing with horizontal members having a rectangular section. Type C delineator brackets shall be used on bridges having no horizontal bridge rail members.

When the delineators are located above the top rail, the bracket shall be mounted on the fascia side of the railing. The required height of the top of the bracket shall be measured from the surface of the roadway at the edges of the traveled lane as projected from the adjacent fill sections, or as indicated by the pavement edge markings. Brackets shall be fastened to the member of the bridge rail by means of a stainless steel band and hardware as indicated on the Standard Drawings.

Delineators, three per unit or nine per unit, shall be attached as shown on the Standard Drawings to the post at the approach end of channelizing islands within the roadway or at other locations as designated by the Engineer.

661.4.4-Attaching Sign Panels:

- i. Flat sheet: Flat sheet signs shall be attached to supports, after the supports are erected, using a nylon washer and a flat steel washer between the sign face and bolt head, a lock washer between U channel posts and nuts as shown on the Standard Drawings. Bolts, nuts and flat and lock washers shall be cadmium plated.

- ii. Extruded Panel: After the supports are firmly set, the signs shall be mounted as shown on the Standard Drawings and Plans or as recommended by the manufacturer of the panels. All panels shall be horizontal, the faces shall be flush within commercial tolerances, and the face of the sign shall be flat. All hardware used in erection of the sign shall conform to the Standard Drawings and these Specifications. Any appreciable buckling, warping, or other defects in the panels shall be cause for rejection of the entire sign.

661.4.5-Final Clean Up: Before final inspection, the Contractor shall perform any touching up on paint finishes, cleaning of exposed sign and support surfaces, and leveling and repair of the site as may be deemed necessary by the Engineer to insure the effectiveness and neat appearance of the work.

661.5-METHOD OF MEASUREMENT:

661.5.1-Signs: Measurement for payment for all types of signs will be based on the area in square feet (meters) of the sign faces. Areas shall be calculated to the nearest 0.01 square foot (m) for each sign and to the nearest square foot (m) for the total quantity. The area of any sign shall be the area of the smallest rectangular, triangular or trapezoidal shape that will encompass the entire sign; except for extruded panel signs, which shall have an area equal to the smallest combination of rectangular, triangular, or trapezoidal shapes that constitute the sign.

661.5.2-Delineators: Measurement for payment for delineators will be based on the actual number of delineators necessary to complete the work.

661.5.3-Delineator Brackets: Measurement for payment for delineator brackets will be based on the actual number of delineator brackets necessary to complete the work.

661.5.4-Installation of Reusable Signs: Measurement for payment for installation of reusable signs will be based on the actual number of reusable signs that are designated on the Plans, and are necessary to complete the work. This quantity, shall be plan quantity, unless the Engineer determines the plan quantity to be in error and changes the quantity of reusable signs to be installed.

661.6-BASIS OF PAYMENT:

The quantities, determined as provided above, shall be paid for at the contract unit price for the items listed below, which prices and payments shall be full compensation for furnishing all the materials and doing all work prescribed in a workmanlike and acceptable manner, including all tools, equipment, supplies, and incidentals necessary to complete the work. All incidental work and materials for which no basis of payment is provided will be considered as completely covered by the prices bid for the items included in the Contract.

661.6.1-Signs: Payment will be made at the contract unit price per square foot (m) of sign for the appropriate type of sign. This price shall be full compensation for fabricating, furnishing, and attaching the sign or sign assembly to the post or posts as shown on the Plans or specified. It shall include the furnishing of the aluminum sign panels; all framing, bracing, attachment, and connections necessary to attach the signs to the supports; furnishing and applying the reflective sheeting, or other sign facing material; furnishing and applying the demountable copy or the process material and screens for screening the legend and border to the sign face as required by the Plans; furnishing all hardware required for the above; and all labor, equipment, tools, and incidentals necessary to complete the work. This item does not include posts.

661.6.2-Delineators: Payment will be made at the contract unit price per reflective unit for each color actually installed. The price shall include fabrication, furnishing and installing the reflective unit, suitable length aluminum rivets, aluminum rivet collar, and all other material, labor, equipment, and tools necessary to complete the installation. This item does not include the post or Type A, Type B, or Type C brackets.

Payment will be made at the contract unit price per installation for soil anchored plastic delineator post, guardrail mounted plastic delineator post, or surface mounted plastic delineator posts, hardware and labor. The construction details, material and labor will be in accordance with the applicable sections of standard specification sections 657 and 661, The Standard Details Book, Volume II-Signs, Signals, Lighting, and Marking (latest edition), and the Contract Plan Special Details.

661.6.3-Delineator Brackets: Payment will be made at the contract unit price per bracket for each type actually installed, which price shall include the fabrication, furnishing and installing of the bracket, all necessary hardware and all other materials, equipment, labor and tools necessary to complete the installation.

661.6.4-Installation of Reusable Signs: Payment will be made at the contract unit price per installation of reusable sign. This price shall be full compensation for transporting the sign to the nearest possible location shown on the Plans and erection of the sign, including furnishing the necessary hardware and all other material, labor, equipment and tools necessary to complete the installation.

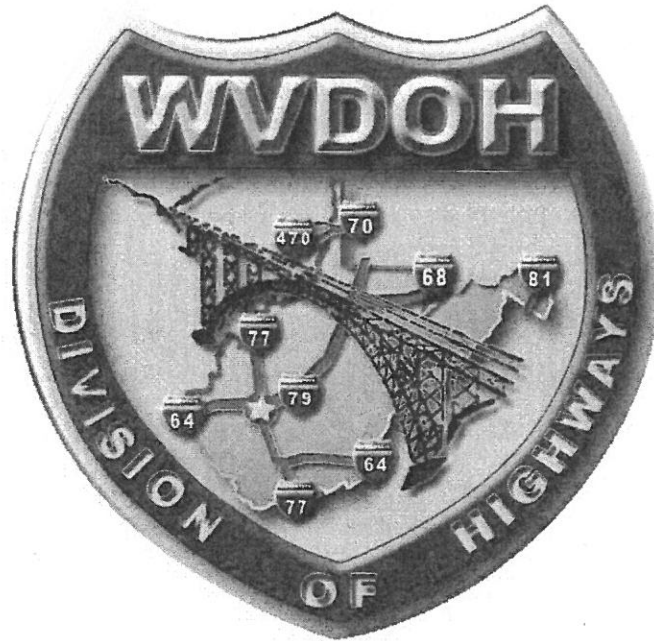
661.7-PAY ITEMS:

ITEM	DESCRIPTION	UNIT
661001-*	"size" FLAT SHEET SIGN	Square Foot (Meter)
661002-*	Extruded Panel Sign	Square Foot (Meter)
661004-*	Delineator, Reflex Reflector, Single,	Each
661004-*	Delineator, Encapsulated Lens, Single,	Each
661005-*	Delineator, Reflex Reflector, Single,	Each
661005-*	Delineator, Encapsulated Lens, Single,	Each
661006-*	Delineator, Nine Per Unit,	Unit
661007-*	Delineator, Three Per Unit,	Unit
661008-*	DELINEATOR BRACKET, TYPE "type"	Each
661011-*	Installation Of Reusable Sign	Each
661013-*	Plastic Delineator Posts, Color, Type	Each

* Sequence number

EXHIBIT C (NEXT 2 PAGES)

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**



**SUPPLEMENTAL
SPECIFICATIONS**

**TO ACCOMPANY THE 2010 EDITION OF
THE STANDARD SPECIFICATIONS
Roads and Bridges**

ISSUED JANUARY 1, 2013

unit, all necessary wiring, card rack and interface unit, confirmation light and all other materials to operate the P.C.S. intersection system. This item shall be measured complete and in-place by intersection.

660.21-PAY ITEMS:

ITEM	DESCRIPTION	UNIT
660005-*	ADJUST JUNCTION BOX, BOX NUMBER "number"	Each
660007-*	MISCELLANEOUS SIGNAL LOOP NUMBER "number"	Lump Sum
660010-010	PRIORITY CONTROL SYSTEM EMITTER, "code"	Each
660010-010	PRIORITY CONTROL SYSTEM DETECTOR, "OE"	Each

* Sequence Number

**SECTION 661
TRAFFIC SIGNS AND DELINEATORS**

661.3.7.1-Flat Sheet:

DELETE ENTIRE SUB-SECTION AND REPLACE WITH THE FOLLOWING:

Flat sheet signs shall be fabricated of a single piece of sheet material without joints. The height or width of the sign shall be within plus or minus 5/8 inch (3 mm) tolerance of the dimensions indicated on the Plans. Corner radii shall be within plus or minus 1/16 inch (1.6 mm) tolerance of the dimensions shown on the Plans.

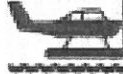
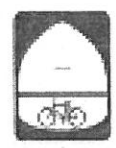
Panels shall have dimensions and corner radii in accordance with the Standard Details and shall be punched only with the holes necessary for proper mounting. Signs shall be free of buckles, warp, dents, and burrs prior to the application of reflective sheeting or other background material. Dimples or indentations shall not be noticeable from a distance of 10 feet (3 m) normal to the sign.

661.17-PAY ITEMS:

DELETE THE FOLLOWING FROM THE TABLE:

ITEM NUMBER	DESCRIPTION	UNIT
661001-002	0.100 IN FLAT SHEET SIGN	SF

EXHIBIT D (NEXT 8 PAGES)

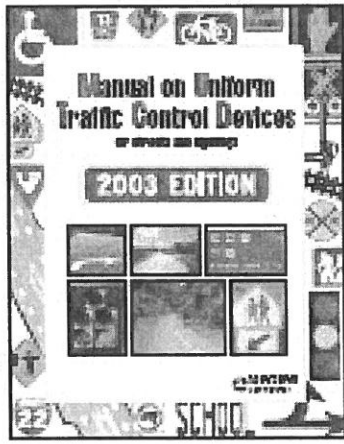


2004 EDITION

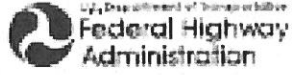
English Version

Standard Highway Signs

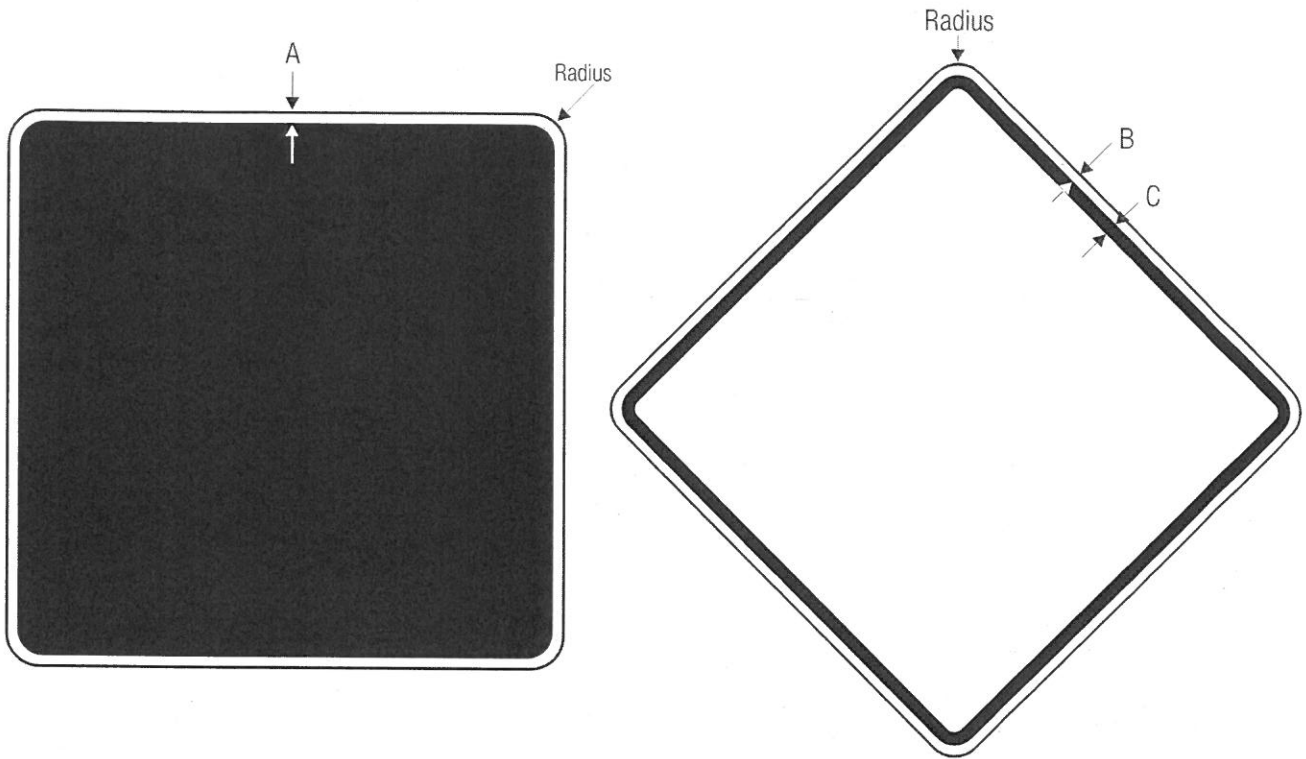
Including Pavement Markings and Standard Alphabets



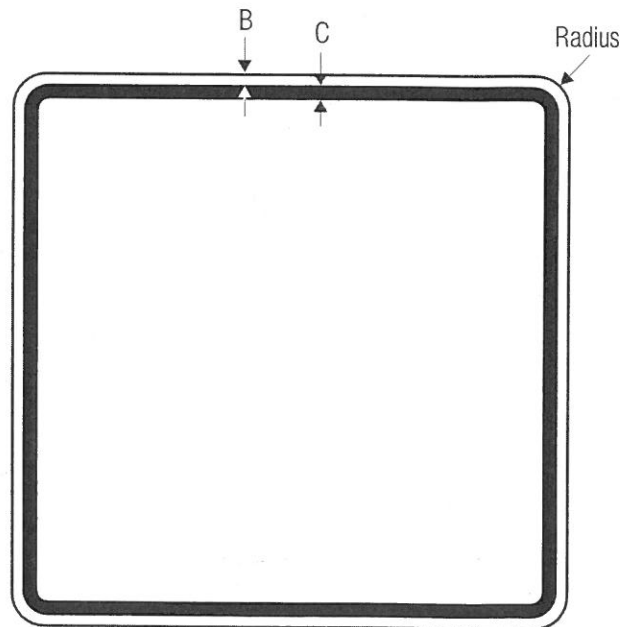
For use with the 2003 MUTCD



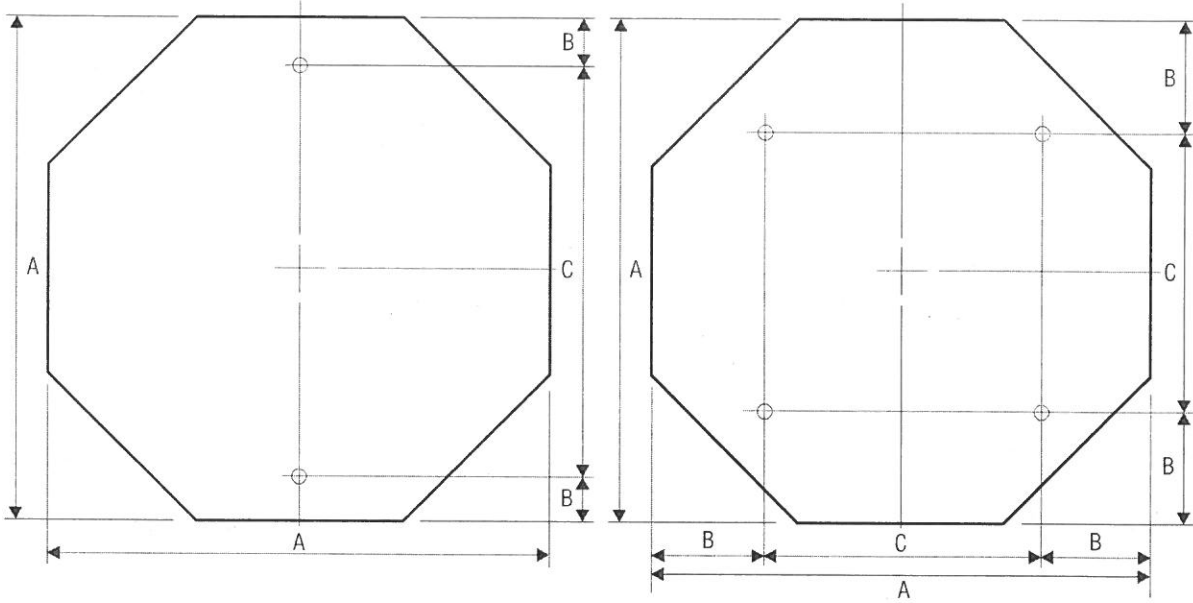
Standard Highway Sign Border Specifications



SIGN SIZE (inch)	EQUIVALENT (mm)	BORDER WIDTHS (inch)			RADIUS (inch)
		A	B	C	
9	225	.375	.375	.375	1
12	300	.375	.375	.438	1.5
18	450	.5	.375	.625	1.5
24	600	.5	.375	.625	1.5
30	750	.75	.5	.75	1.875
36	900	.75	.625	.875	2.25
48	1200	1	.75	1.25	3
60	1500	1	.75	1.25	3



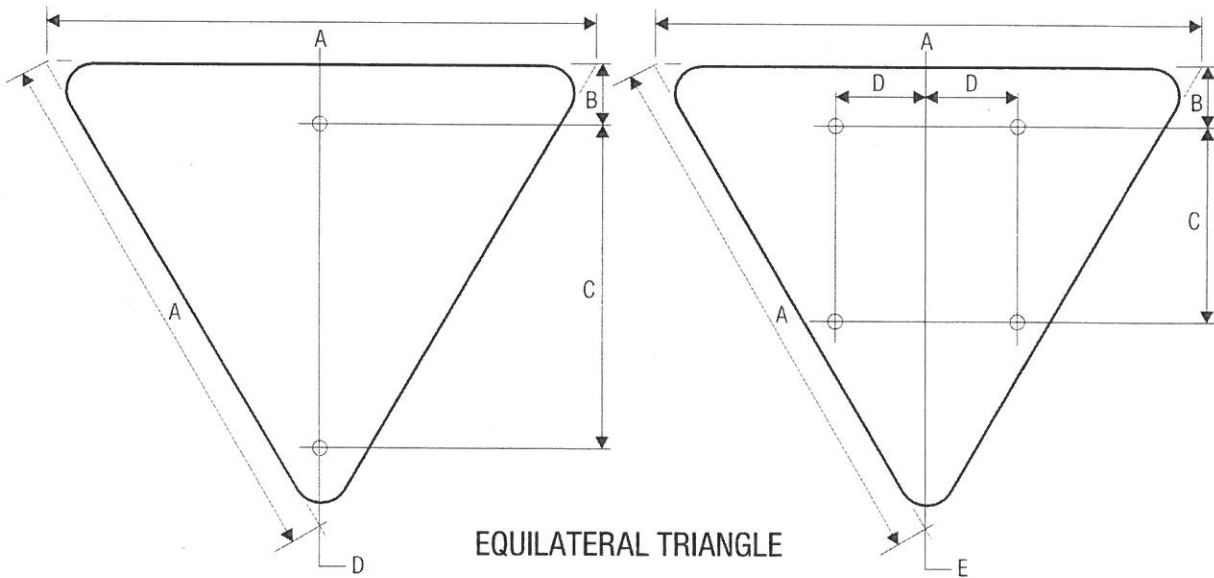
BLANK STANDARDS
(ENGLISH)



OCTAGON

A	B	C
24	3	18
30	3	24
36	3	30

A	B	C
48	9	30

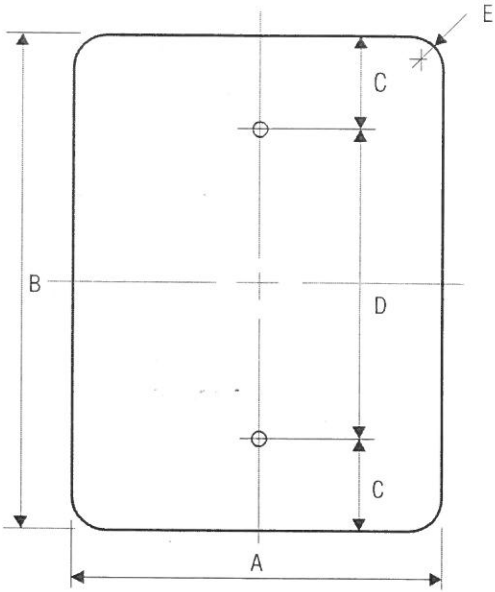


EQUILATERAL TRIANGLE

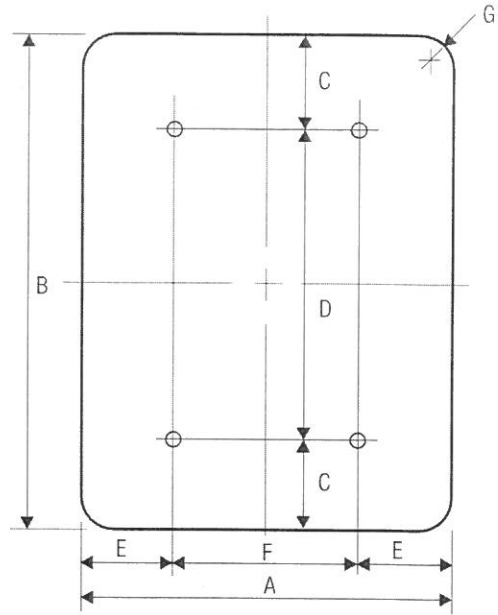
A	B	C	D
30	3	18	1.5
36	3	21	2

A	B	C	D	E
48	3	12	12	3
60	3	18	15	4

VERTICAL RECTANGLE

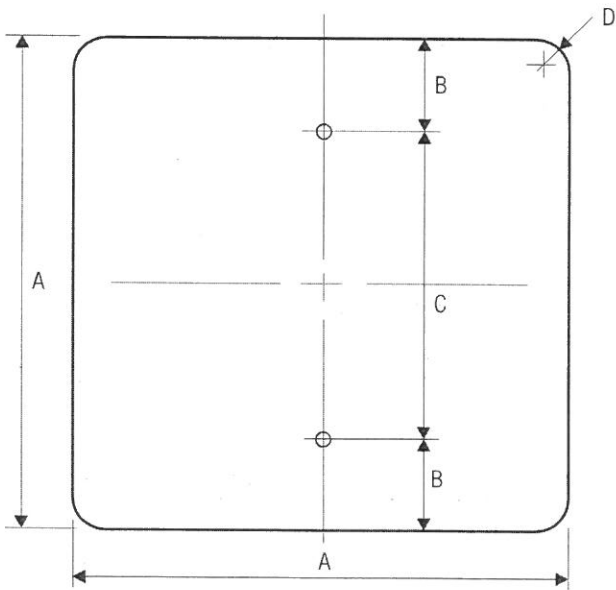


A	B	C	D	E
12	18	1.5	15	1.5
18	24	3	18	1.5
24	30	3	24	1.5
30	36	3	30	1.875

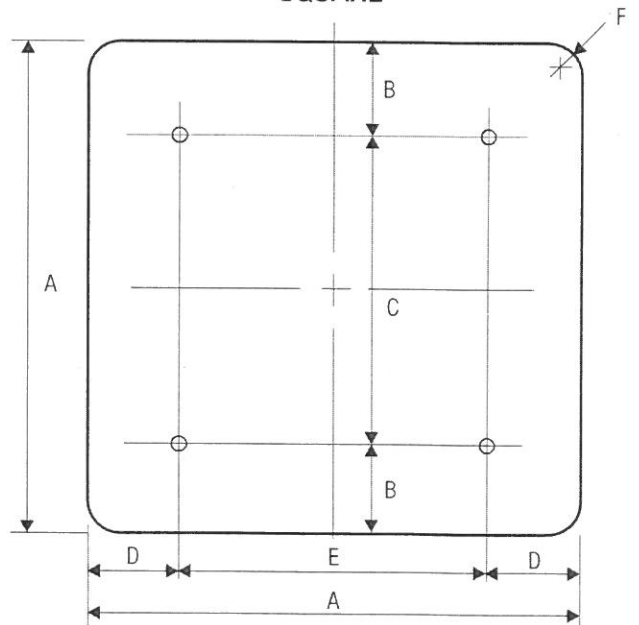


A	B	C	D	E	F	G
36	48	6	36	6	24	2.25
48	60	6	48	9	30	3

SQUARE

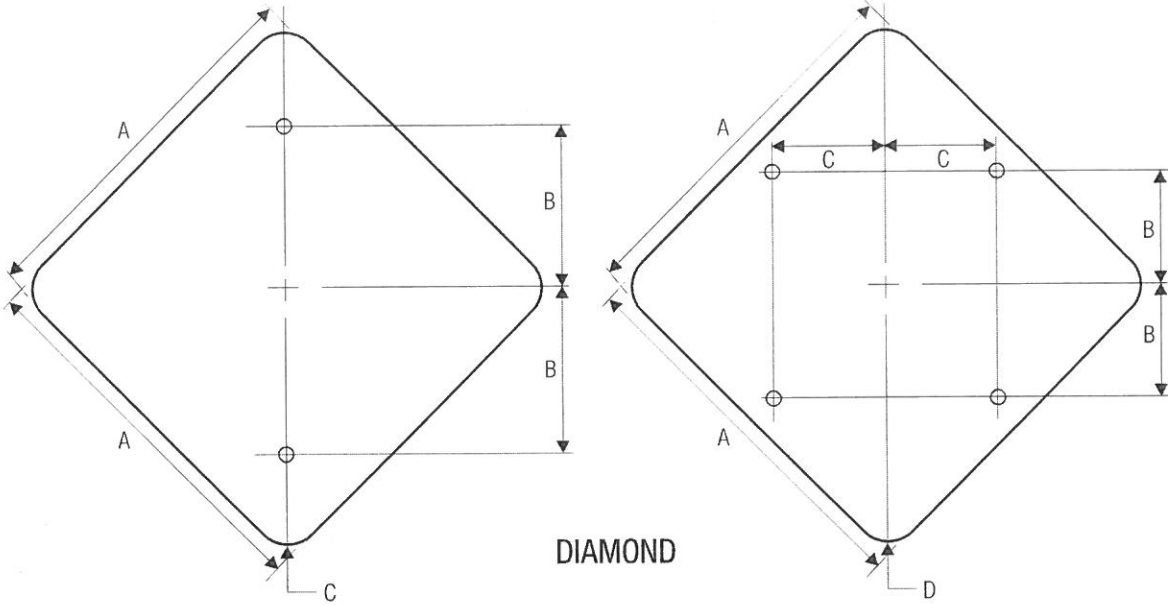


A	B	C	D
18	3	12	1.5
24	3	18	1.5
30	3	24	1.875



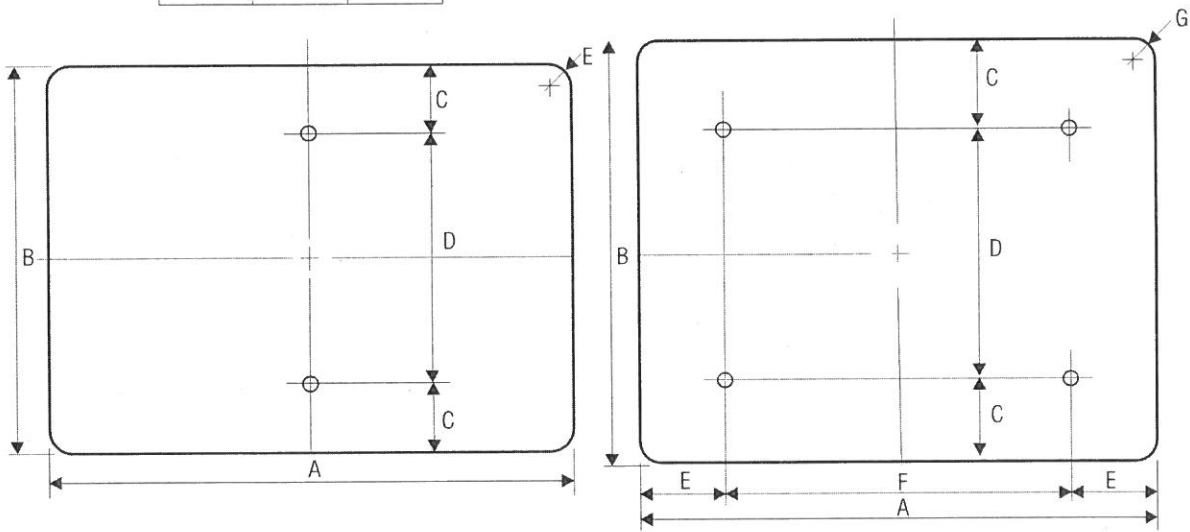
A	B	C	D	E	F
36	6	24	6	24	2.25
48	6	36	9	30	3

BLANK STANDARDS



A	B	C
24	12	1.5
30	15	1.875
36	18	2.25

A	B	C	D
48	15	15	3
60	18	18	3.75

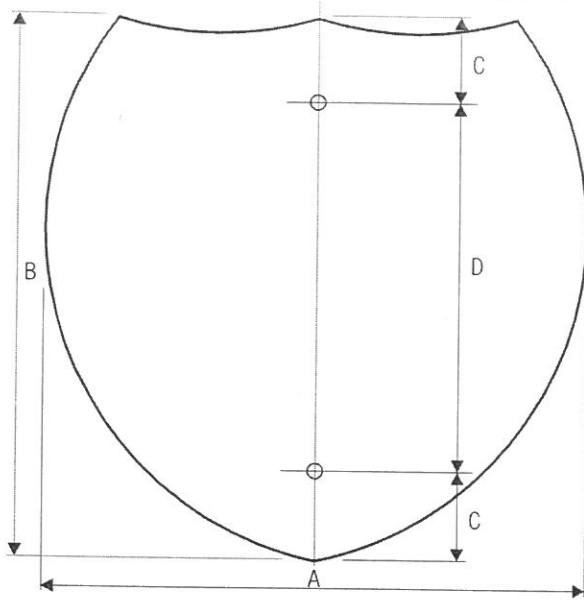


HORIZONTAL RECTANGLE

A	B	C	D	E
21	15	1.5	12	1.5
24	12	1.5	9	1.5
24	18	3	12	1.5
30	15	1.5	12	1.5
30	24	3	18	1.5
36	12	1.5	9	1.5

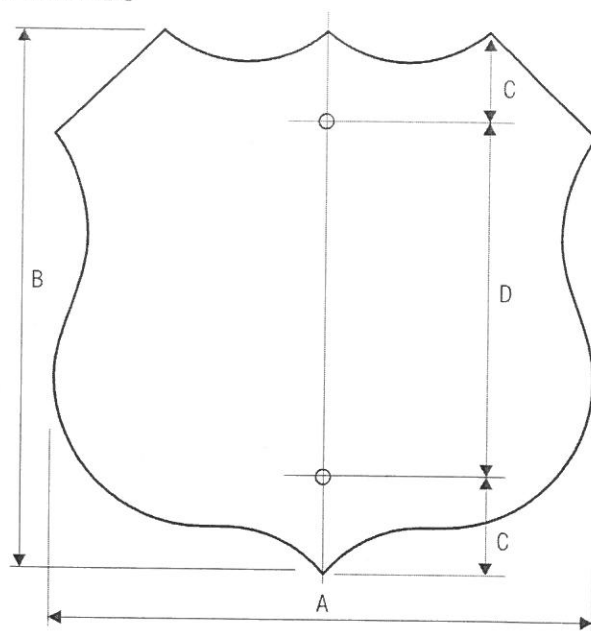
A	B	C	D	E	F	G
36	24	3	18	6	24	1.5
48	24	3	18	9	30	1.875
48	36	6	24	9	30	2.25
60	24	3	18	12	36	1.5
60	36	6	24	12	36	2.25

BLANK STANDARDS



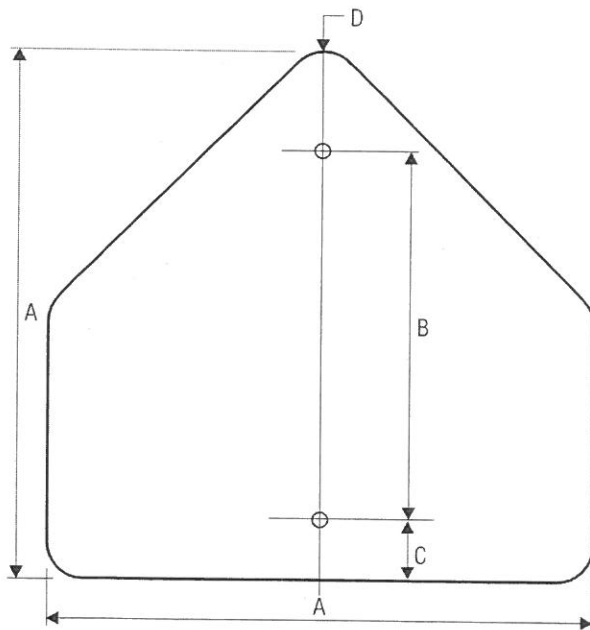
INTERSTATE SHIELD

A	B	C	D
24	24	3	18
30	24	3	18
36	36	6	24
45	36	6	24



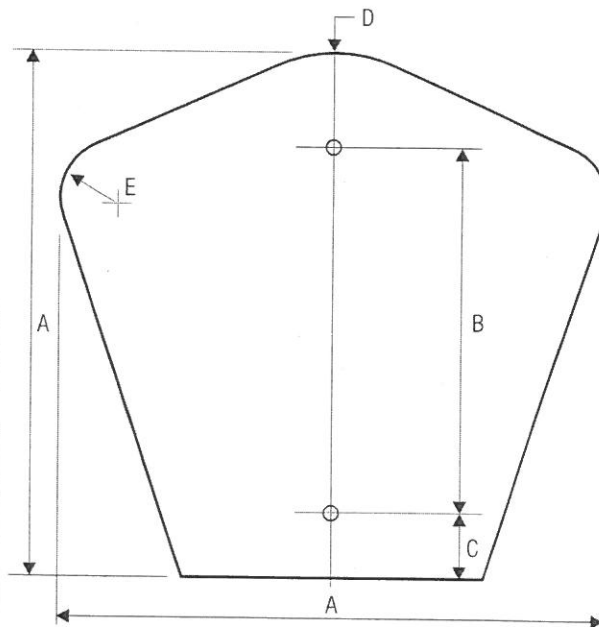
U.S. SHIELD

A	B	C	D
24	24	3	18
30	24	3	18
36	36	6	24
45	36	6	24



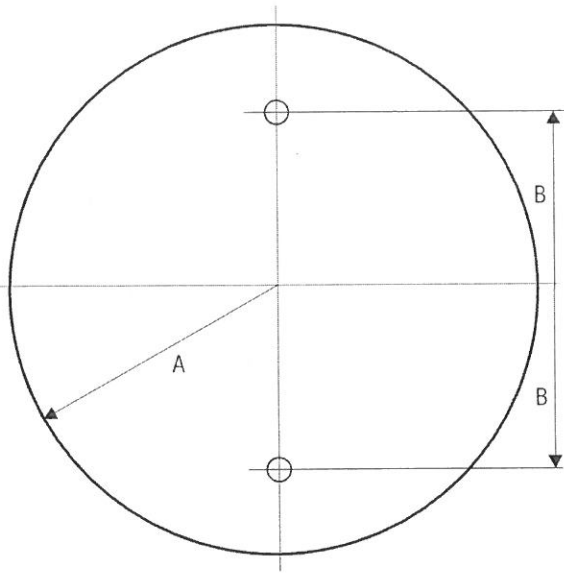
PENTAGON (SCHOOL)

A	B	C	D
30	21	3	1.875
36	24	3	2.25



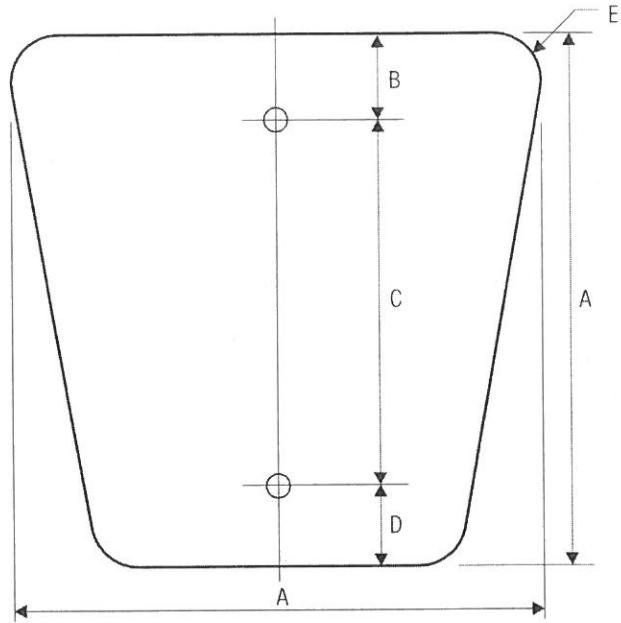
COUNTY SHIELD

A	B	C	D	E
18	15	1	5	2
24	18	2	5.313	2.688
30	24	2	6.625	3.375



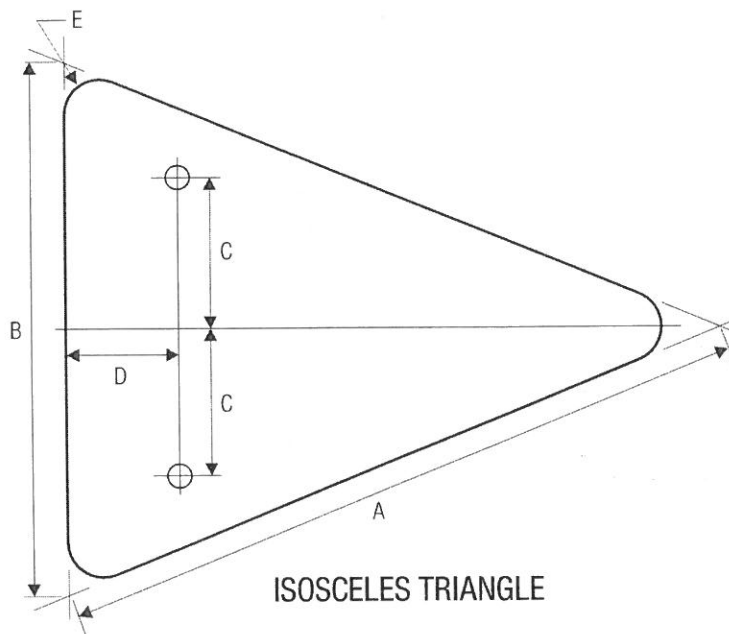
CIRCLE

A	B
15	12
18	15



NATIONAL FOREST SHIELD

A	B	C	D	E
18	2	15	1	2
24	2.5	20	1.5	2.5



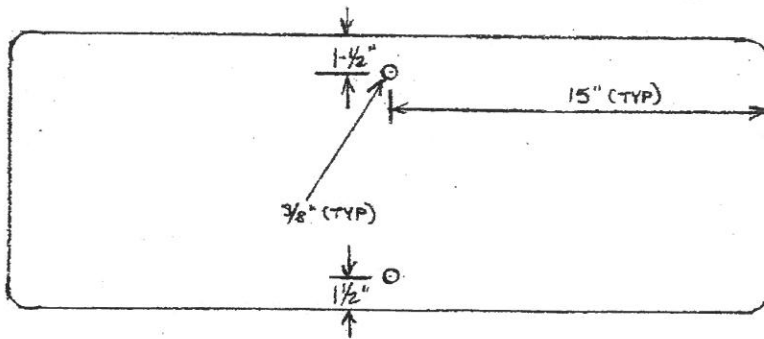
ISOSCELES TRIANGLE

A	B	C	D	E
40	30	7.5	12	1.875
48	36	9	15	2.25

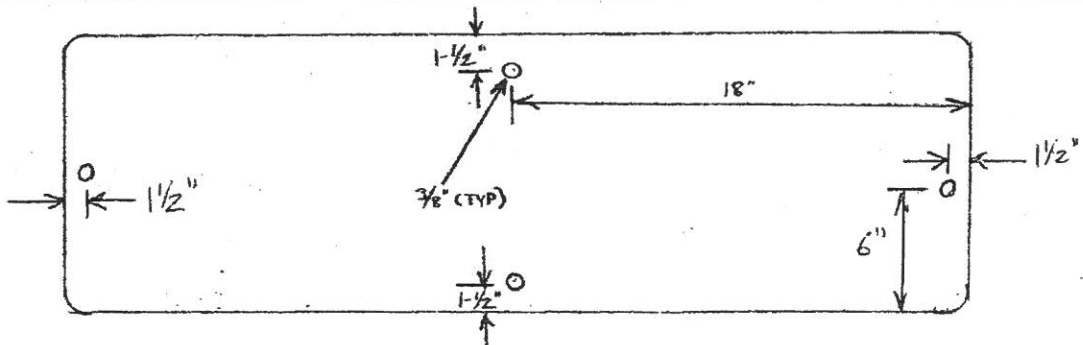
PEDESTRIAN SIGNAL INDICATORS



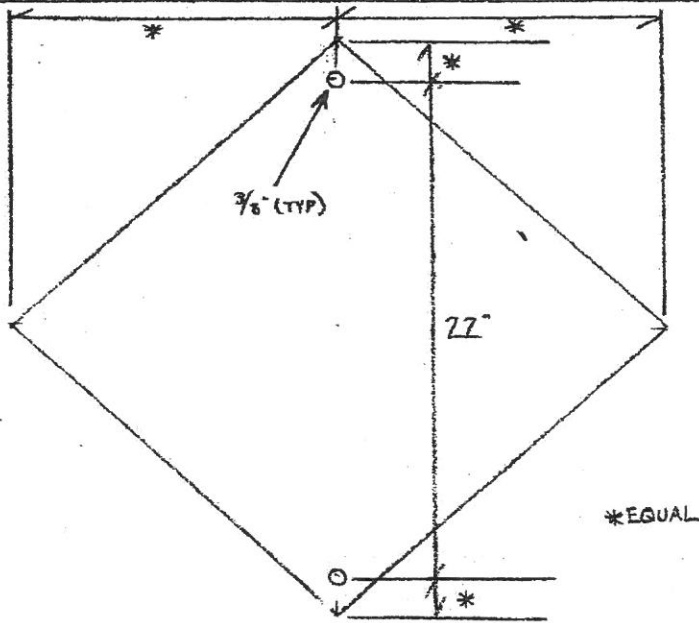
EXHIBIT E (NEXT 3 PAGES)



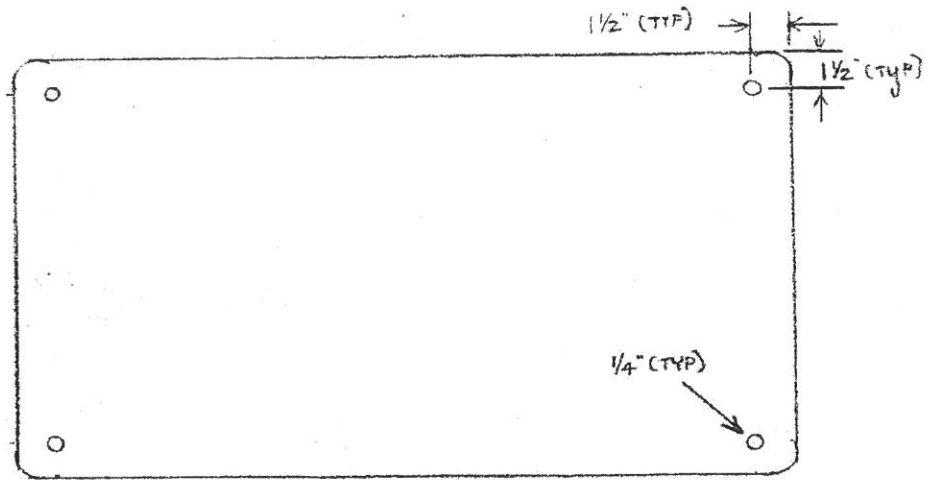
ITEM NUMBER 18



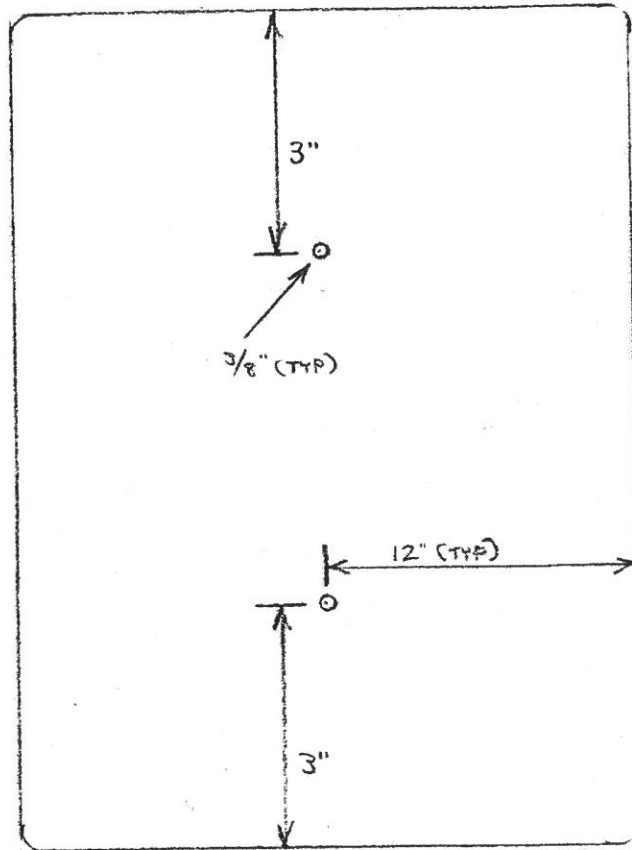
ITEM NUMBER 19



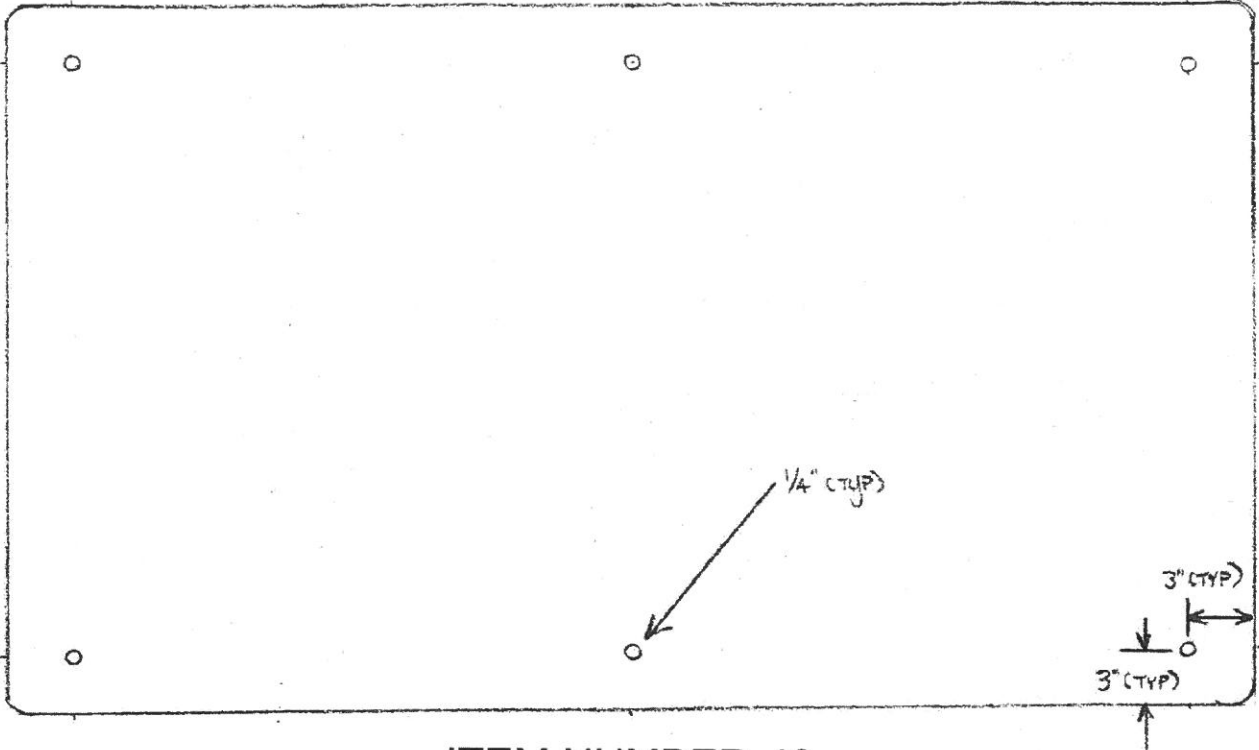
ITEM NUMBER 29



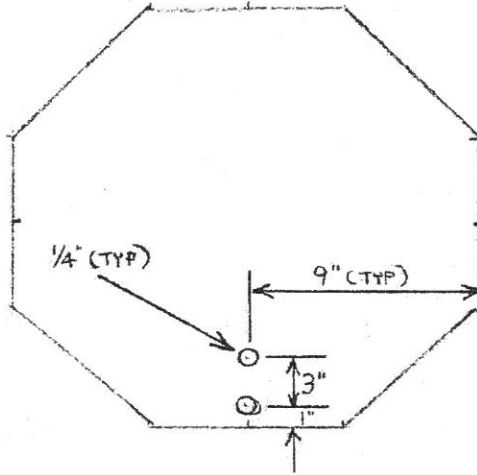
ITEM NUMBER 31



ITEM NUMBER 36



ITEM NUMBER 49

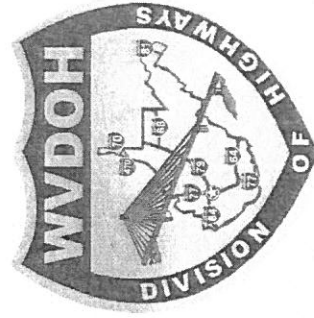


ITEM NUMBER 62

EXHIBIT F (NEXT 5 PAGES)

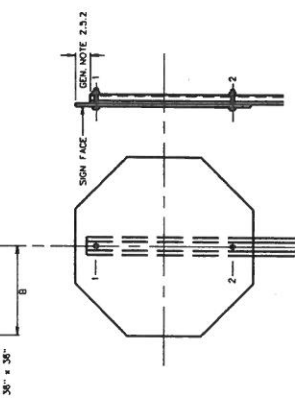
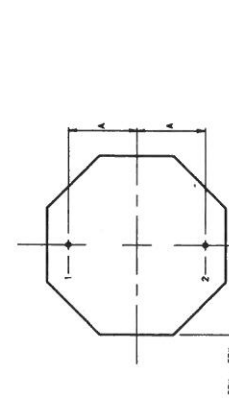
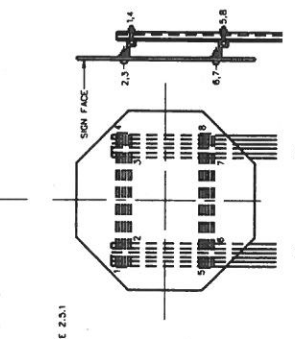
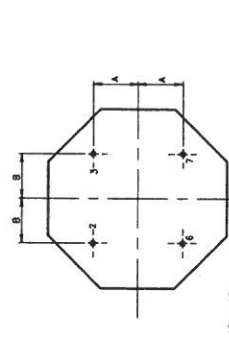
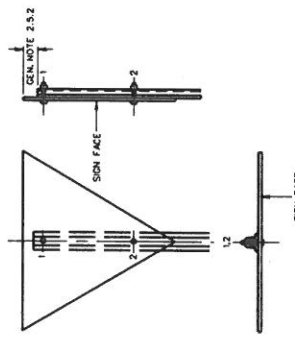
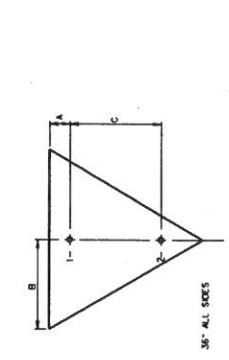
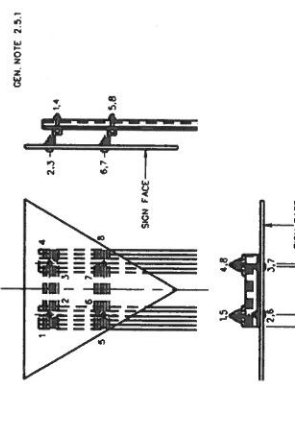
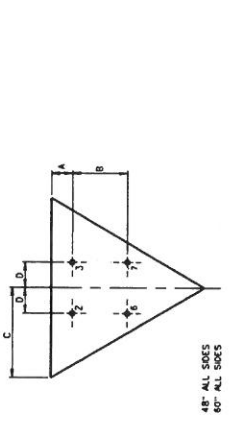


WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
STANDARD DETAILS BOOK
VOLUME III
SIGNING, SIGNALS, LIGHTING AND MARKING



ISSUE DATE: JANUARY 1, 1994

DATE	BY	CHKD	PROJECT NO.	CONTRACT NO.	SHEET NO.	TOTAL SHEETS

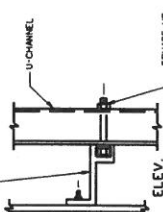


SIGN SHAPE	HEIGHT	WIDTH	"A" DIMENSION	"B" DIMENSION	"C" DIMENSION	"D" DIMENSION
OCTAGON (R1-1)	30"	30"	12"	15"		
	36"	36"	16"	18"		
	48"	48"	15"	15"		
EQUILATERAL TRIANGLE (R1-2)	36" ALL SIDES	2"	18"	24"		
	48" ALL SIDES	3"	21"	28"	7 1/2"	
60" ALL SIDES	6"	24"	30"	30"	9"	

WEST VIRGINIA DIVISION OF HIGHWAYS
**STANDARD DETAIL
 PUNCHING AND MOUNTING FOR
 R1-1 AND R1-2 SIGNS**

PREPARED: 10/20/89
 REVISIONS:
 05-01-70
 08-08-73
 08-08-83
 09-15-93

2.4.3 ON ALL BRACED SIGNS, THE END OF THE OVERHANGING LENGTH OF THE POST SUPPORT SHALL NOT EXTEND BEYOND THE EDGE OF THE SIGN.
 2.5.1 THE TOP OF THE POST SUPPORT SHALL NOT EXTEND BEYOND THE EDGE OF THE SIGN.
 2.5.2 THE TOP OF THE POST SUPPORT SHALL EXTEND 2" OR LESS FROM THE EDGE OF THE SIGN, BUT NOT BEYOND ANY EDGE OF THE SIGN.
 3. CORNER RADIUS FOR SIGN BLANK MATERIAL SHALL BE 15" (EXCEPT R1-1 WHICH WILL HAVE NO RADIUS).



TYPICAL U-CHANNEL AND RIB ASSEMBLY

1. PUNCHING DETAILS
 1.1 THE SPACING OF THE PUNCHED HOLES WILL BE IN ACCORDANCE WITH THE ACCOMPANYING TABLE AND DETAILED DRAWINGS.
 1.2 ALL PUNCHED HOLES IN THE SIGNS SHALL BE 3/4" DIAMETER, UNLESS OTHERWISE SPECIFIED.

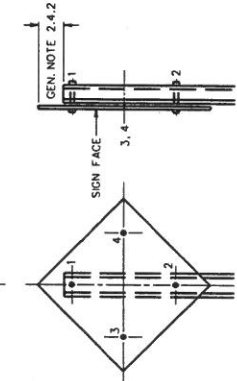
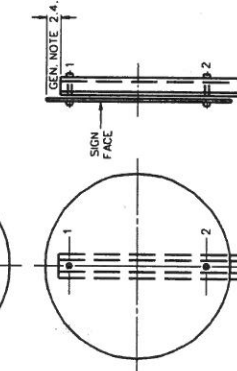
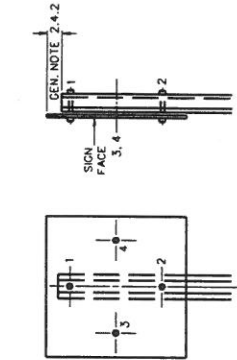
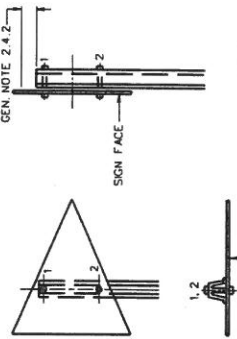
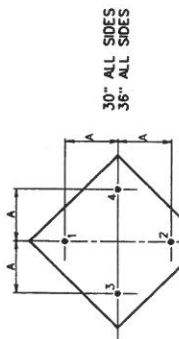
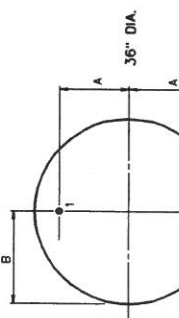
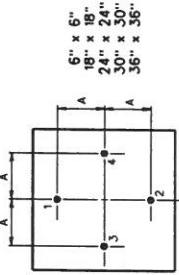
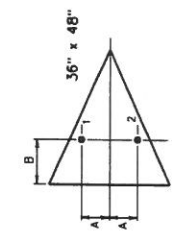
2. MOUNTING DETAILS
 2.1 SIGNS IN THE SHAPE OF AN OCTAGON OR EQUILATERAL TRIANGLE WILL BE MOUNTED IN ACCORDANCE WITH THE ACCOMPANYING DETAILED DRAWINGS AND ASSOCIATED RIB, NUTS, WASHERS AND SHIMS SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD DETAIL TP-4 SIGN ASSEMBLY BOLTING DETAILS.
 2.2 THE MOUNTINGS SHOWN FOR THESE SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONE (1) ONE SIGN.
 2.3 ALL BOLTS, NUTS AND WASHERS USED TO MOUNT THE SIGN AND SIGN ASSEMBLY WILL BE 3/4" DIAMETER.
 2.4 BRACING ON SIGNS SHOWN WILL CONSIST OF EXTRUDED RB AS DETAILED ON TP-4.

2.4.1 ON ALL BRACED SIGNS, THE WEB OF THE BRACING SHALL BE IN CONTACT WITH THE BACK OF THE SIGN.
 2.4.2 ON ALL BRACED SIGNS, THE FLANGE OF THE BRACING SHALL BE IN CONTACT WITH THE FLANGE OF THE POST SUPPORT.

GENERAL NOTES
 2.1 SIGNS IN THE SHAPE OF AN OCTAGON OR EQUILATERAL TRIANGLE WILL BE MOUNTED IN ACCORDANCE WITH THE ACCOMPANYING DETAILED DRAWINGS AND ASSOCIATED RIB, NUTS, WASHERS AND SHIMS SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD DETAIL TP-4 SIGN ASSEMBLY BOLTING DETAILS.
 2.2 THE MOUNTINGS SHOWN FOR THESE SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONE (1) ONE SIGN.
 2.3 ALL BOLTS, NUTS AND WASHERS USED TO MOUNT THE SIGN AND SIGN ASSEMBLY WILL BE 3/4" DIAMETER.
 2.4 BRACING ON SIGNS SHOWN WILL CONSIST OF EXTRUDED RB AS DETAILED ON TP-4.
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 2.4.2 ON ALL BRACED SIGNS, THE FLANGE OF THE BRACING SHALL BE IN CONTACT WITH THE FLANGE OF THE POST SUPPORT.

DATE	BY	REVISION	DESCRIPTION

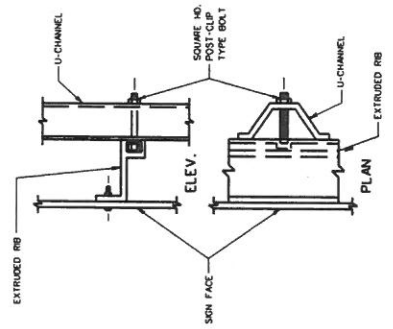
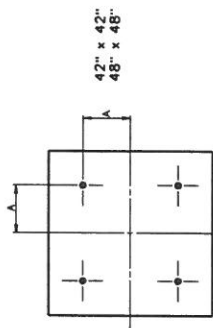
SIGN SHAPE	SIGN SIZE (HEIGHT)	DIMENSION A	DIMENSION B
DIAMOND	30" ALL SIDES	85"	
	36" ALL SIDES	90"	
	42" ALL SIDES	100"	
	48" ALL SIDES	110"	
CIRCLE	36" DIA.	17"	88"
	48" DIA.	21"	108"
SQUARE	36" ALL SIDES	77"	
	42" ALL SIDES	87"	
	48" ALL SIDES	97"	
	54" ALL SIDES	107"	
	60" ALL SIDES	117"	
	66" ALL SIDES	127"	
PENNANT	36" DIA.	9"	15"
	48" DIA.	12"	20"



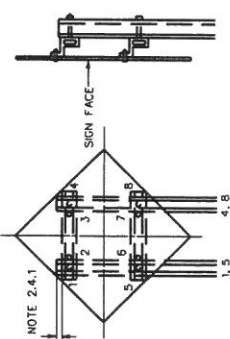
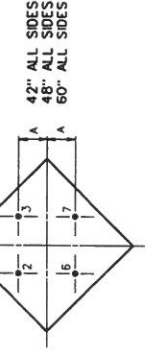
GENERAL NOTES

- PUNCHING DETAILS**
 - 1.1 THE SPACING OF THE PUNCHED HOLES WILL BE IN ACCORDANCE WITH THE ABOVE TABLE AND ACCOMPANYING DETAILED DRAWINGS.
 - 1.2 ALL PUNCHED HOLES WILL BE 3/8" DIAMETER, UNLESS OTHERWISE SPECIFIED.
- MOUNTING DETAILS**
 - 2.1 SIGN SHAPES SHOWN WILL BE MOUNTED IN ACCORDANCE WITH THE ACCOMPANYING DETAIL DRAWINGS AND THE MOUNTING DETAILS SHOWN FOR THE SIGN ASSEMBLY. ALL BOLTS, NUTS AND WASHERS TO BE USED SHALL BE STANDARD GRADE TP-30C. SIGN SHAPES SHOWN FOR THE MOUNTINGS SHOWN FOR THE DIAMOND SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONLY ONE SIGN.
 - 2.1.1 THE MOUNTINGS SHOWN FOR THE DIAMOND SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONLY ONE SIGN.
 - 2.1.2 THE MOUNTINGS SHOWN FOR SQUARE SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONLY ONE SIGN OTHER ASSEMBLIES USING SQUARE SHAPED SIGNS ARE TO BE FOUND ON STANDARD SHEETS TP-31A, TP-31B, TP-31C, TP-31D.
 - 2.1.3 THE MOUNTINGS SHOWN FOR CIRCULAR SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONLY ONE SIGN.
 - 2.2 ALL BOLTS, NUTS AND WASHERS USED TO MOUNT THE SIGN AND SIGN ASSEMBLY WILL BE 3/8" DIAMETER.
 - 2.3 BRACING ON SIGN SHAPES SHOWN WILL CONSIST OF EXTRUDED RIB AS DETAILED ON TP-4.
 - 2.3.1 ALL BRACED SIGNS THE WEB OF THE BRACING SHALL BE IN CONTACT WITH THE BACK OF THE SIGN.
 - 2.3.2 ON ALL BRACED SIGNS THE FLANGE OF THE BRACING SHALL BE IN CONTACT WITH THE FLANGE OF THE POST SUPPORT.
 - 2.3.3 ON ALL BRACED SIGNS, THE END OF THE OVERHANGING LENGTH OF THE BRACE SHALL BE AT LEAST 1-3/4" FROM THE CENTRELINE OF THE POST SUPPORT, BUT NO CLOSER THAN 1" TO THE EDGE OF THE SIGN.
 - 2.3.4 ON ALL BRACED SIGNS, THE END OF THE OVERHANGING LENGTH OF THE BRACE SHALL BE AT LEAST 1-3/4" FROM THE CENTRELINE OF THE POST SUPPORT, BUT NO CLOSER THAN 1" TO THE EDGE OF THE SIGN.
 - 2.4 POST SUPPORT
 - 2.4.1 THE TOP OF THE POST SUPPORT SHALL NOT EXTEND BEYOND THE EDGE OF THE SIGN, BUT NOT BEYOND ANY EDGE OF THE SIGN.
 - 2.4.2 THE TOP OF THE POST SHALL EXTEND 2" OR LESS FROM THE EDGE OF THE SIGN, BUT NOT BEYOND ANY EDGE OF THE SIGN.
- CORNER RADIUS FOR SIGN BLANK MATERIAL SHALL BE 1 1/2".**
 * ADDED TP-3-REFERENCE

ADDITION OF EXTRUDED RIB



TYPICAL U-CHANNEL AND RIB ASSEMBLY



GEN. NOTE 2.3.3
"e" = 3" MINIMUM
"f" = SEE GENERAL NOTE 2.3.4

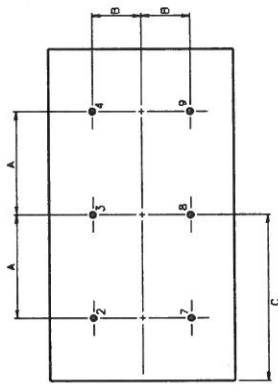
GEN. NOTE 2.4.1
"g" = SEE GENERAL NOTE 2.3.4

WEST VIRGINIA DIVISION OF HIGHWAYS
STANDARD DETAIL
PUNCHING AND MOUNTING FOR
DIAMOND, CIRCLE, SQUARE
AND PENNANT SIGNS

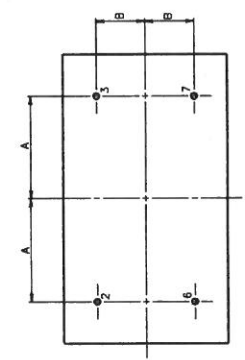
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06-01-78			
03-13-71			
01-13-71			
01-13-71			

STANDARD SHEET TP-1-2

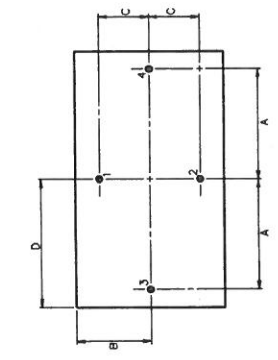
DATE	BY	CHKD	APP'D	REV.	DATE	BY	CHKD	APP'D	REV.	DATE	BY	CHKD	APP'D	REV.



MORE THAN 72" WIDTH



42" - 72" WIDTHS *
IN SIGNS WITH WIDTHS OF 42", 48", AND HEIGHT OF 6".
* EXCLUDING IN "M" SERIES SIGNS WITH 45" WIDTH.

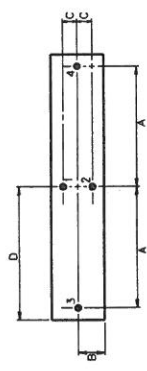


LESS THAN 42" WIDTH

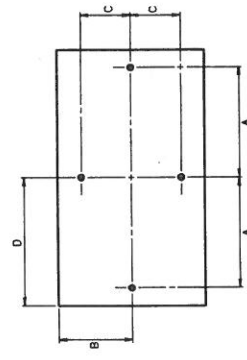
PUNCHING DETAILS FOR HORIZONTAL RECTANGULAR SIGNS

NOTES:

1. PUNCHING DETAILS
 - 1.1 THE SPACING OF THE PUNCHED HOLES WILL BE IN ACCORDANCE WITH THE SIGN SIZE TABLE AND ACCOMPANYING DETAIL DRAWINGS.
 - 1.2 ALL HOLES WILL BE 3/8" DIAMETER UNLESS OTHERWISE SPECIFIED.
 - 1.3 ALL HORIZONTAL RECTANGLES DESIGNATED AS D16-1 SIGNS, AND HAVING WIDTHS OF 42" OR 48" SHALL BE PUNCHED IN ACCORDANCE WITH THE SIGN SIZE TABLE AND ACCOMPANYING DETAIL DRAWING DESIGNATED "D16-1".
 - 1.4 ALL HORIZONTAL RECTANGLES DESIGNATED AS A "M" SERIES SIGN SHALL BE PUNCHED IN ACCORDANCE WITH THE SIGN SIZE TABLE AND ACCOMPANYING DETAIL DRAWING.
2. CORNER RADIUS FOR SIGN BLANK MATERIAL SHALL BE 1.5".



D16-1 42" - 48" WIDTHS ONLY



"M" SERIES 45" WIDTHS ONLY
SINGLE POST MOUNT

SIGN SHAPE	SIGN SIZE		DIMENSION			
	HEIGHT	WIDTH	A	B	C	D
* HORIZONTAL RECTANGLE	6" OR OVER BUT UNDER 36"	LESS THAN 42"	WIDTH - 3"	HEIGHT - 2"	HEIGHT - 3"	WIDTH - 2"
		42" - 72"	WIDTH - 6"	HEIGHT - 3"	HEIGHT - 4"	WIDTH - 3"
	36" OR OVER BUT UNDER 30"	42" - 72"	WIDTH - 6"	HEIGHT - 3"	HEIGHT - 4"	WIDTH - 3"
		MORE THAN 72"	WIDTH - 2K"	HEIGHT - 3"	HEIGHT - 4"	WIDTH - 2"
UNDER 36"	30" OR MORE	42" - 72"	WIDTH - 2K"	HEIGHT - 3"	HEIGHT - 4"	WIDTH - 2"
		MORE THAN 72"	WIDTH - 2K"	HEIGHT - 3"	HEIGHT - 4"	WIDTH - 2"

* EXCLUDING IN D16-1 SIGNS WITH WIDTHS OF 42" - 48".
* EXCLUDING IN "M" SERIES SIGNS WITH 45" WIDTH.

SIGN SHAPE	SIGN SIZE		DIMENSION			
	HEIGHT	WIDTH	A	B	C	D
D16-1	6"	42" - 48"	WIDTH - 3"	HEIGHT - 2"	HEIGHT - 3"	WIDTH - 2"
"M" SERIES	36"	45"	WIDTH - 6"	HEIGHT - 3"	HEIGHT - 4"	WIDTH - 3"

Δ CHANGED # TO #

WEST VIRGINIA DIVISION OF HIGHWAYS STANDARD DETAIL PUNCHING DETAILS FOR HORIZONTAL RECTANGULAR SIGNS

PREPARED BY: GULUB
DATE: 03-02-78
BY: 11-02-78

STANDARD SHEET TP1-3

TABLE NO.	DATE	BY	PROJECT NO.	PROJECT NAME	SHEET NO.	TOTAL SHEETS

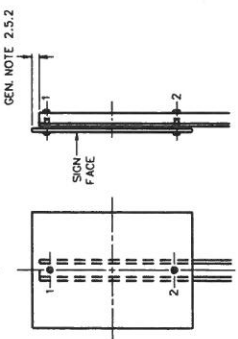
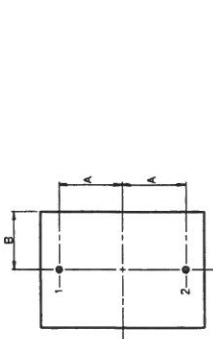
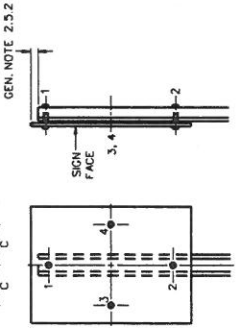
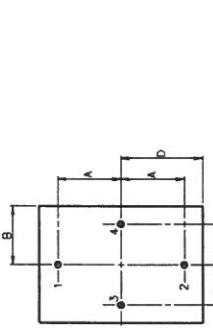
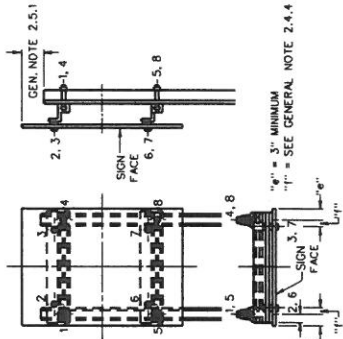
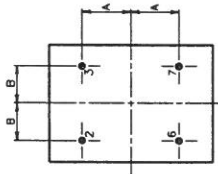
GENERAL NOTES

1. PUNCHING DETAILS

- 1.1 THE SPACING OF THE PUNCHED HOLES WILL BE IN ACCORDANCE WITH THE ACCOMPANYING TABLE AND DETAILED DRAWINGS.
- 1.2 ALL PUNCHED HOLES IN THE SIGNS SHALL BE 3/8" DIAMETER, UNLESS OTHERWISE SPECIFIED.

2. MOUNTING DETAILS

- 2.1 SIGNS IN THE SHAPE OF VERTICAL RECTANGLES WILL BE MOUNTED IN ACCORDANCE WITH THE ACCOMPANYING DETAILED DRAWINGS AND TP-3.1. THE ASSOCIATED BOLTS, NUTS, WASHERS AND SHIMS SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD DETAIL TP-A SIGN ASSEMBLY BOLTING DETAILS.
- 2.2 THE MOUNTING SHOWN FOR THESE SHAPED SIGNS ARE FOR SIGN ASSEMBLIES CONSISTING OF ONLY ONE SIGN.
- 2.3 ALL BOLTS, NUTS AND WASHERS USED TO MOUNT THE SIGN AND SIGN ASSEMBLY WILL BE 3/8" DIAMETER.
- 2.4 BRACING ON SIGNS SHOWN WILL CONSIST OF EXTRUDED RB AS DETAILED ON TP-A.
 - 2.4.1 ON ALL BRACED SIGNS, THE WEB OF THE BRACING SHALL BE IN CONTACT WITH THE BACK OF THE SIGN.
 - 2.4.2 ON ALL BRACED SIGNS, THE FLANGE OF THE BRACING SHALL BE IN CONTACT WITH THE FLANGE OF THE POST SUPPORT.
 - 2.4.3 ON ALL BRACED SIGNS, THE END OF THE OVERHANGING LENGTH OF THE BRACE SHALL BE AT LEAST 1'-3/4" FROM THE CENTERLINE OF THE POST SUPPORT. THE OVERHANGING SECTIONS OF EACH BRACE SHALL BE EQUAL IN LENGTH.
 - 2.4.4 ON ALL BRACED SIGNS, THE CENTERLINE OF THE POST SHALL BE WITHIN 3" (ON EITHER SIDE) OF THE CENTERLINE OF THE SIGN HOLE.
- 2.5 POST SUPPORT
 - 2.5.1 THE TOP OF THE POST SUPPORT SHALL NOT EXTEND BEYOND THE EDGE OF THE SIGN.
 - 2.5.2 THE TOP OF THE POST SUPPORT SHALL EXTEND 2" OR LESS FROM THE EDGE OF THE SIGN, BUT NOT BEYOND ANY EDGE OF THE SIGN.
- 3. CORNER RADIUS FOR SIGN BLANK MATERIAL SHALL BE 1.5".

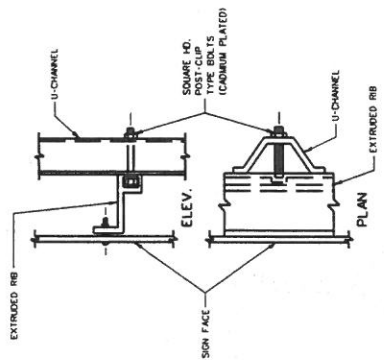


LESS THAN 9" WIDTH

9" OR OVER, BUT UNDER 36" WIDTH

36" OR GREATER WIDTH

SIGN SHAPE	SIGN SIZE		DIMENSION			
	HEIGHT	WIDTH	A	B	C	D
VERTICAL RECTANGLE	GREATER THAN 54"	LESS THAN 9"	HEIGHT-2"	WIDTH-2"	---	---
	LESS THAN 54"	9" OR OVER UNLESS 24" UNLESS 36"	HEIGHT-2"	WIDTH-2"	WIDTH-2"	HEIGHT-2"
	42" TO 78"	36" TO 66"	HEIGHT-2"	WIDTH-2"	---	---
	GREATER THAN 66"	MORE THAN 66"	HEIGHT-2"	WIDTH-2"	---	---



TYPICAL U-CHANNEL AND RIB ASSEMBLY

WEST VIRGINIA DIVISION OF HIGHWAYS
STANDARD DETAIL
PUNCHING AND MOUNTING FOR
VERTICAL RECTANGULAR SIGNS

PREPARED BY: JWB/BSB
REVISED:

A	05-01-70
A	02-13-73
A	05-01-76
A	09-13-93

STANDARD SHEET TP1-4

EXHIBIT G

2010 Standard Specifications

Transportation > Highways > Contract Administration > Specifications and Documents > Section 108.7.1 - Liquidated Damages Table

2011 Supplemental Specifications

Section 108.7.1 - Liquidated Damages Table

TABLE 108.7.1 SCHEDULE OF LIQUIDATED DAMAGES

2012 Supplemental Specifications

2013 Supplemental Specifications

2014 Supplemental Specifications

Construction Manual

	ORIGINAL CONTRACT AMOUNT		DAILY CHARGE
	From More Than	To And Including	Per Calendar Day
	\$ 0	\$ 25,000	\$ 40
	\$ 25,000	\$ 100,000	\$ 70
	\$ 100,000	\$ 500,000	\$ 150
	\$ 500,000	\$ 1,000,000	\$ 310
	\$ 1,000,000	\$ 2,000,000	\$ 570
	\$ 2,000,000	\$ 5,000,000	\$ 910
	\$ 5,000,000	\$ 10,000,000	\$ 1410
	\$ 10,000,000		\$ 3280

Specifications Committee

Table 108.7.1 will be posted on the WVDOT's Contractor Administration's Web-Site at the link specified in Section 108.7.1.

American Recovery & Reinvestment Act

This table will not be listed in the 2009 Supplemental Specifications book.

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E.E.O./AFFIRMATIVE ACTION EMPLOYER

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 Vendor Preference, if applicable.

- 1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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 _____

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.

