| | |
|---|---|
| **Department of Administration**<br>**Purchasing Division**<br>**2019 Washington Street East**<br>**Post Office Box 50130**<br>**Charleston, WV 25305-0130** | **State of West Virginia**<br>**Solicitation Response** |

| | |
|---|---|
| **Proc Folder:** | 2060575 |
| **Solicitation Description:** | ADDENDUM 3 - Guardrail and Guardrail Components |
| **Proc Type:** | Agency Purchase Order |

| Solicitation Closes | Solicitation Response | Version |
|---|---|---|
| 2026-10-21 10:30 | SR 0803 ESR10072600000003524 | 1 |

| VENDOR |
|---|
| VS0000050567<br>AB group Inc |

**Solicitation Number:** ARFQ 0803 DOT2700000027

**Total Bid:** 130247.100000000058207660913 **Response Date:** 2026-10-07 **Response Time:** 15:20:32

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**
Rebecca D Plants
(304) 675-0853
rebecca.d.plants@wv.gov

**Vendor**
**Signature X** **FEIN#** **DATE**

**All offers subject to all terms and conditions contained in this solicitation**

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 1 | Guardrail Panels 13.6" Straight | 540.00000 | LF | 216.990000 | 117174.60 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Commodity Line Comments:**

**Extended Description:**

HW105801
30121717
002

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 2 | Guardrail Buffer Sections | 50.00000 | EA | 90.880000 | 4544.00 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Commodity Line Comments:**

**Extended Description:**

HW105801
30121717
032

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 3 | Steel Guardrail Posts | 50.00000 | EA | 84.570000 | 4228.50 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Commodity Line Comments:**

**Extended Description:**

HW105801
30102900
068

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 4 | Bolts 1 1/4" | 500.00000 | EA | 1.300000 | 650.00 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Commodity Line Comments:**

**Extended Description:**

Bolts 1 1/4"

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 5 | Bolts 9 3/8" | 500.00000 | EA | 4.700000 | 2350.00 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Commodity Line Comments:**

**Extended Description:**

Bolts 9 3/8"

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|---|---|---|---|---|---|
| 6 | Guardrail Nuts | 1000.0000 | EA | 1.300000 | 1300.00 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Commodity Line Comments:**

**Extended Description:**

Guardrail Nuts

PROPOSAL / SPECIFICATIONS

# Specification Sheet

ARFQ-0803-DOT2700000027-1 / Guardrail and Guardrail Components

ITEM 1

## Valtir Guardrail Panel / Guardrail Element

**Part No.**

### DESCRIPTION

Valtir galvanized straight guardrail panel supplied for WVDOH guardrail applications. Guardrail panel sizing is based on effective length: a 12'6" effective-length panel has an overall length of approximately 13'6".

### FEATURES:

- Valtir guardrail element
- Straight configuration
- Galvanized material
- No special coating
- Approx. 13'6" overall length
- Approx. 12'6" effective length
- WVDOH-approved source material
- USA material
- Quantity: 40 EA / 540 LF

### SPECIFICATIONS

| SPECIFICATION | VALUE |
|---|---|
| **Manufacturer** | Valtir |
| **Product** | Guardrail Panel / Guardrail Element |
| **Overall Panel Length** | Approx. 13'6" |
| **Effective Panel Length** | Approx. 12'6" |
| **Configuration** | Straight |
| **Finish** | Galvanized |
| **Material Source** | WVDOH Approved Source |
| **Country of Origin** | USA |

ITEM 2

# Valtir Terminal Section Buffer End

**Part No.**

**DESCRIPTION**

Valtir galvanized terminal section buffer end for use with WVDOH guardrail systems.

**FEATURES:**

- Terminal section buffer end
- Galvanized material
- No special coating
- WVDOH-approved source material
- USA material
- Quantity: 50 EA

**SPECIFICATIONS**

| SPECIFICATION | VALUE |
|---|---|
| **Manufacturer** | Valtir |
| **Product** | Terminal Section Buffer End |
| **Finish** | Galvanized |
| **Material Source** | WVDOH Approved Source |
| **Country of Origin** | USA |

ITEM 3

# Valtir Steel Guardrail Post

**Part No.**

**DESCRIPTION**

Valtir galvanized steel guardrail post for WVDOH guardrail installation.

**FEATURES:**

- Steel guardrail post
- Length: 6 ft
- Galvanized material
- No special coating
- WVDOH-approved source material
- USA material
- Quantity: 50 EA

SPECIFICATIONS

| SPECIFICATION | VALUE |
|---|---|
| **Manufacturer** | Valtir |
| **Product** | Terminal Section Buffer End |
| **Length** | 6 ft |
| **Material** | Steel |
| **Finish** | Galvanized |
| **Material Source** | WVDOH Approved Source |
| **Country of Origin** | USA |

ITEM 4

# Valtir Guardrail Splice Bolt

**Part No.**

DESCRIPTION

Valtir galvanized guardrail splice bolt for guardrail assembly.

FEATURES:

- Guardrail splice bolt
- Length: 1-1/4 in
- Galvanized material
- WVDOH-approved source material
- USA material
- Quantity: 500 EA

SPECIFICATIONS

| SPECIFICATION | VALUE |
|---|---|
| **Manufacturer** | Valtir |
| **Product** | Terminal Section Buffer End |
| **Length** | 1-1/4 in |
| **Finish** | Galvanized |
| **Material Source** | WVDOH Approved Source |
| **Country of Origin** | USA |

ITEM 5

# Valtir Guardrail Post Bolt

**Part No.**

**DESCRIPTION**

Valtir galvanized post bolt for WVDOH guardrail applications.

**FEATURES:**

- Guardrail post bolt
- Supplier-quoted length: 10 in
- Galvanized material
- WVDOH-approved source material
- USA material
- Quantity: 500 EA

**SPECIFICATIONS**

| SPECIFICATION | VALUE |
|---|---|
| **Manufacturer** | Valtir |
| **Product** | Terminal Section Buffer End |
| **Length** | 10 in |
| **Finish** | Galvanized |
| **Material Source** | WVDOH Approved Source |
| **Country of Origin** | USA |

ITEM 6

# Valtir Guardrail Nuts

**Part No.**

**DESCRIPTION**

Valtir galvanized guardrail nuts for use with the supplied guardrail hardware.

**FEATURES:**

- Guardrail nuts
- Galvanized material
- WVDOH-approved source material
- USA material
- Quantity: 1,000 EA

## SPECIFICATIONS

| SPECIFICATION | VALUE |
|---|---|
| **Manufacturer** | Valtir |
| **Product** | Terminal Section Buffer End |
| **Finish** | Galvanized |
| **Material Source** | WVDOH Approved Source |
| **Country of Origin** | USA |

**State of West Virginia**
**Agency Request for Quote**
**Highways**

| | | | |
|---|---|---|---|
| **Proc Folder:** 2060575<br>**Doc Description:** Guardrail and Guardrail Components<br>**Proc Type:** Agency Purchase Order | | | **Reason for Modification:** |
| **Date Issued** | **Solicitation Closes** | **Solicitation No** | **Version** |
| 2026-09-24 | 2026-10-08 10:30 | ARFQ 0803 DOT2700000027 | 1 |

## BID RECEIVING LOCATION

PROCUREMENT DIVISION
DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

## VENDOR

**Vendor Customer Code:**

**Vendor Name :** AB Group, Inc.

**Address :** 5681 Columbia Road Columbia, MD 21044

**Street :** 5681 Columbia Road

**City :** Columbia

**State :** MD **Country :** USA **Zip :** 21044

**Principal Contact :** info@abgroups.us

**Vendor Contact Phone:** (667) 359-8614 **Extension:** 4437741001

**FOR INFORMATION CONTACT THE BUYER**
Rebecca D Plants
(304) 675-0853
rebecca.d.plants@wv.gov

**Vendor Signature X** **FEIN#** 93-1609701 **DATE** 10/7/2026

**All offers subject to all terms and conditions contained in this solicitation**

## ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - SOLICITATION OF AN ONE-TIME PURCHASE CONTRACT OF GUARDRAIL AND GUARDRAIL COMPONENTS FOR DISTRICT 10 PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*********NOTICE*********

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* HAND DELIVERY
* MAIL IN HARD COPY
* FAX TO (304) 558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | Guardrail Panels 13.6" Straight | 540.00000 | LF<br>. | $216.99 | $117174.6 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717<br>. | SHEPAUL ENTERPRISES INC. | | |

**Extended Description:**

HW105801
30121717
002

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 2 | Guardrail Buffer Sections | 50.00000 | EA | $90.88 | $4544.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | SHEPAUL ENTERPRISES INC. | | |

**Extended Description:**
HW105801
30121717
032

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 3 | Steel Guardrail Posts | 50.00000 | EA | $84.57 | $4228.5 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | SHEPAUL ENTERPRISES INC. | | |

**Extended Description:**
HW105801
30102900
068

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 4 | Bolts 1 1/4" | 500.00000 | EA<br>. | $1.3 | $650.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
Bolts 1 1/4"

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 5 | Bolts 9 3/8" | 500.00000 | EA<br>. | $4.7 | $2350.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
Bolts 9 3/8"

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 6 | Guardrail Nuts | 1000.00000 | EA | $1.3 | $1300.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
Guardrail Nuts

**SCHEDULE OF EVENTS**

| Line | Event | Event Date |
|---|---|---|
| 1 | TECH QUES DEADLINE AT 10AM ET | 2026-10-01 |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**State of West Virginia**
**Agency Request for Quote**
**Highways**

| | | | |
|---|---|---|---|
| **Proc Folder:** 2060575<br>**Doc Description:** Guardrail and Guardrail Components<br>**Proc Type:** Agency Purchase Order | | | **Reason for Modification:** |
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| 2026-09-24 | 2026-10-08 10:30 | ARFQ 0803 DOT2700000027 | 1 |

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DIVISION OF HIGHWAYS
BLDG 6 RM 340A
1900 KANAWHA BLVD E
CHARLESTON WV 25305
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**Street :** 5681 Columbia Road

**City :** Columbia

**State :** MD **Country :** USA **Zip :** 21044

**Principal Contact :** info@abgroups.us

**Vendor Contact Phone:** (667) 359-8614 **Extension:** 4437741001

**FOR INFORMATION CONTACT THE BUYER**
Rebecca D Plants
(304) 675-0853
rebecca.d.plants@wv.gov

**Vendor Signature X** **FEIN#** 93-1609701 **DATE** 10/07/2026

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|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | Guardrail Panels 13.6" Straight | 540.00000 | LF | $216.99 | $117174.6 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | SHEPAUL ENTERPRISES INC. | | |

**Extended Description:**

HW105801
30121717
002

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 2 | Guardrail Buffer Sections | 50.00000 | EA | $90.88 | $4544.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
HW105801
30121717
032

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 3 | Steel Guardrail Posts | 50.00000 | EA | $84.57 | $4228.5 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
HW105801
30102900
068

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 4 | Bolts 1 1/4" | 500.00000 | EA | $1.3 | $650.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
Bolts 1 1/4"

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 5 | Bolts 9 3/8" | 500.00000 | EA | $4.7 | $2350.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
Bolts 9 3/8"

| INVOICE TO | | SHIP TO | |
|---|---|---|---|
| DIVISION OF HIGHWAYS | | DIVISION OF HIGHWAYS | |
| DISTRICT TEN | | DISTRICT TEN | |
| 270 HARDWOOD LN | | 270 HARDWOOD LN | |
| PRINCETON | WV | PRINCETON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---|---|---|---|---|---|
| 6 | Guardrail Nuts | 1000.00000 | EA | $1.3 | $1300.0 |

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 30121717 | | | |

**Extended Description:**
Guardrail Nuts

**SCHEDULE OF EVENTS**

| Line | Event | Event Date |
|---|---|---|
| 1 | TECH QUES DEADLINE AT 10AM ET | 2026-10-01 |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**
**(Agency Delegated Procurements Only)**

**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.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Thursday, October 1, 2026 at 10am ET

Submit Questions to:

DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

**4. BID SUBMISSION:** All bids must be submitted electronically through *wv*OASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

**4A. BID SUBMISSION**

A bid that is not submitted electronically through *wv*OASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Guardrail and Guardrail Components
BUYER: Becky Plants
SOLICITATION NO.: ARFQ DOT2700000027
BID OPENING DATE: Thursday, October 8, 2026
BID OPENING TIME: 10:30am ET
FAX NUMBER: (304) 558-0047

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**6. 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.

**7. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**8. 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.

**9. 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.

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

**11. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

**11A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

**12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**13. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**14. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**15. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

**16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:**
**(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.**

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

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

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

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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

**2.9. "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 _____and the initial contract term extends until _____.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

> ☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☑ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. 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.

**17. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document 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.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**34. 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.

**35. 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 an y 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.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**38. 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.division@wv.gov.

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.

**40. 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:

c. 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

d. 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.

**41. 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.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

_____
**(Printed Name and Title)**

_____
**(Address)**

_____
**(Phone Number) / (Fax Number)**

_____
**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through *wv*OASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

_____
(Company)

_____
(Signature of Authorized Representative)

_____
(Printed Name and Title of Authorized Representative)

_____
(Date)

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(Phone Number) (Fax Number)

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways District Ten, to establish a contract for the one-time purchase of 13' 6" Guardrail Elements, Terminal Section Buffer End, Steel Guardrail Posts, Various Lengths of Guardrail Bolts, and Base Plate Mounted Guardrail Posts.

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"** means supplying specific guardrail as more fully described by these specifications.

   **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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

3. **GENERAL REQUIREMENTS:**

   **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

   **3.1.1 13' 6" Guardrail Elements**

   **3.1.1.1** The 13' 6" Guardrail Elements must be in accordance with the West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements and the West Virginia Department of Transportation Division of Highways 2023 Edition Standard Specifications Roads and Bridges. The West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.1.2** The 13' 6" Guardrail Elements must come from a West Virginia Division of Highways Approved Guardrail Producer/Supplier. A list of West Virginia Division of Highways Approved Guardrail Producer/Suppliers can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.1.3** The quantity of 13' 6" Guardrail Elements shall be 540' (40 pieces).

**3.1.2 Terminal Section Buffer Ends**

**3.1.2.1** The Terminal Section Buffer Ends must be in accordance with the West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements and the West Virginia Department of Transportation Division of Highways 2023 Edition Standard Specifications Roads and Bridges. The West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.2.2** The Terminal Section Buffer Ends must come from a West Virginia Division of Highways Approved Guardrail Producer/Supplier. A list of West Virginia Division of Highways Approved Guardrail Producer/Suppliers can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.2.3** The quantity of Terminal Section Buffer Ends shall be 50 pieces.

### 3.1.3 Steel Guardrail Posts

**3.1.3.1** The Steel Guardrail Posts must be in accordance with the West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Posts and Blocks and the West Virginia Department of Transportation Division of Highways 2023 Edition Standard Specifications Roads and Bridges. The West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Posts and Blocks can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.3.2** The length of the Steel Guardrail Posts shall be 6’ (+/- 1/2”).

**3.1.3.3** The quantity of Steel Guardrail Posts shall be 50 pieces.

**3.1.3.4** The Steel Guardrail Posts must come from a West Virginia Division of Highways Approved Guardrail Producer/Suppler. A list of West Virginia Division of Highways Approved Guardrail Producer/Suppliers can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

### 3.1.4 Guardrail Bolts – Various Lengths

**3.1.4.1** The Guardrail Bolts must be in accordance with the West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements and the West Virginia Department of Transportation Division of Highways 2023 Edition Standard Specifications Roads and Bridges. The West Virginia Department of Transportation Division of Highways Standard

Detail for Guardrail Elements can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.4.2** The quantity of 1-1/4" long bolts shall be 500 pieces.

**3.1.4.3** The quantity of 9-3/8" long bolts shall be 500 pieces.

**3.1.4.4** The Guardrail Bolts – Various Lengths must come from a West Virginia Division of Highways Approved Guardrail Producer/Suppler. A list of West Virginia Division of Highways Approved Guardrail Producer/Suppliers can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

### 3.1.5 Guardrail Nuts

**3.1.5.1** The Guardrail Nuts must be in accordance with the West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements and the West Virginia Department of Transportation Division of Highways 2023 Edition Standard Specifications Roads and Bridges. The West Virginia Department of Transportation Division of Highways Standard Detail for Guardrail Elements can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.5.2** The Guardrail Nuts must come from a West Virginia Division of Highways Approved Guardrail Producer/Supplier. A list of West Virginia Division of Highways Approved Guardrail Producer/Suppliers can be found here: https://webapps.transportation.wv.gov/TWS/WVDOTDocumentStorageMigration/PDF/Transportation/highways/engineering/StandardDetails/Vol1/Std%20Dtls%20Vol%201%202016%20with%20Revisions%20Through%202021-12-9.pdf

**3.1.5.3** The quantity of Guardrail Nuts shall be 1000 pieces.

## 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by submitting a Unit Cost and Total, placed in the appropriate spaces. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

## 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## 6. DELIVERY AND RETURN:

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 5 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency by coordinating with the District Storeroom Supervisor at 304-716-3061.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

## 7 VENDOR DEFAULT:

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

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

**7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4** Failure to remedy deficient performance upon request.

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

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.

Exhibit A

| ITEM | QUANTITY | UNIT OF MEASURE | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | 540 | LF | GUARDRAIL PANELS 13' 6" Straight | $216.99 | $117174.6 |
| 2 | 50 | EACH | GUARDRAIL BUFFER END SECTIONS | $90.88 | $4544.0 |
| 3 | 50 | EACH | STEEL GUARDRAIL POSTS | $84.57 | $4228.5 |
| 4 | 500 | EACH | BOLTS 1 1/4" | $1.3 | $650.0 |
| 5 | 500 | EACH | BOLTS 9 3/8" | $4.7 | $2350.0 |
| 7 | 1000 | EACH | Guardrail Nuts | $1.3 | $1300.0 |
| GRAND TOTAL | | | | | $130247.1 |