



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Rental of 19 Signs for 2024 Bridge Day				39950.00

Comm Code	Manufacturer	Specification	Model #
55121900			

**Commodity Line Comments:** AWP to provide rental and placement of 19 PCMS to be programmed with messages provided by WVDOT and placed in specific locations along I-77, I-79 and US-19 with technicians to be on call for Bridge Day, October 19, 2024.

**Extended Description:**  
Rental of 19 Signs for 2024 Bridge Day



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

<b>Proc Folder:</b> 1474348		<b>Reason for Modification:</b>	
<b>Doc Description:</b> 2024 Bridge Day Signing			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-08-02	2024-08-20 10:30	ARFQ 0803 DOT2500000004	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:** VS0000017039  
**Vendor Name :** AWP , Inc. dba AWP Safety  
**Address :** 4244 Mt Pleasant St  
**Street :** NW  
**City :** North Canton  
**State :** OH **Country :** USA **Zip :** 44720-5469  
**Principal Contact :** Anthony J. Amato - Senior Director, Legal  
**Vendor Contact Phone:** 330-677-7401 **Extension:** N/A

**FOR INFORMATION CONTACT THE BUYER**

Dusty J Smith  
 304-414-6859  
 dusty.j.smith@wv.gov

AWP , Inc. dba AWP Safety

**Vendor Signature X** *Anthony J. Amato*

**FEIN#** 34-1344513

**DATE** 08/19/2024

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

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - ONE TIME PURCHASE CONTRACT OF SIGNAGE EQUIPMENT FOR TRAFFIC AND ENGINEERING SECTION 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\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* 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		VARIOUS AGENCY LOCATIONS	
TRAFFIC ENGINEERING DIVISION		AS INDICATED BY ORDER	
1900 KANAWHA BLVD E, BLDG 5 RM A550			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Rental of 19 Signs for 2024 Bridge Day	19	1	\$39,950.00	\$39,950.00

Comm Code	Manufacturer	Specification	Model #
55121900	N/A	N/A	N/A

**Extended Description:**  
Rental of 19 Signs for 2024 Bridge Day

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 10:00 AM EST	2024-08-14

**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:

Submit Questions to:

Email:

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS 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 wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**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-3-37 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 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 wvOASIS 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.

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:  
\_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ 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.

**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](http://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 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.

**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](mailto: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 hearth, 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.**

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**(Printed Name and Title)**

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**(Address)**

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

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**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, 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.*

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(Company)

*Anthony J. Amato*

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(Signature of Authorized Representative)

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(Printed Name and Title of Authorized Representative)

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(Date)

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(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Bridge Day Signing**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for Bridge Day 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 Services”** means rental and placement of 19 changeable message boards (CMS) to be programmed with messages provided by WVDOH and placed in specific locations with technicians being on call for Bridge Day on October 19, 2024, as more fully described by these specifications.

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

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.

2.4 **“MUTCD” means the Manual on Uniform Traffic Control Devices, latest edition.**

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor shall possess a current valid WV Contractor’s license.

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Rental and placement of 19 changeable message signs (CMS) to be programmed with messages provided by WVDOH (see Exhibit B and Exhibit C) and placed at specific locations along I-77, I-79, and US 19 (see Exhibit B and Exhibit C).

REQUEST FOR QUOTATION  
**Bridge Day Signing**

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**4.1.1.1** Signs shall be capable of displaying each message all at once, rather than scrolling the words across, and each message shall be centered.

**4.1.1.2** Signs shall be leveled when placed along the roadway.

**4.1.1.3** Signs shall meet the requirements contained in the MUTCD for Portable Changeable Message Signs.

**4.1.1.4** Signs are to be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the sign, it is to be placed off the shoulder and outside of the clear zone if practical. If the sign has to be placed on the shoulder of the roadway or within the clear zone, it is to be delineated with retroreflective TTC devices.

**4.1.1.5** Technicians will need to be on call throughout Bridge Day to accommodate modifications and/or repairs and cell phone numbers shall be provided to WVDOH for these individuals.

**4.1.1.6** Signs will be in use between the hours of 5:30 a.m. and 6:00 p.m. on October 19, 2024. Contractor will be permitted to begin placing the signs October 1<sup>st</sup>, 2024.

**4.1.1.7** All signs shall be removed from the roadside by October 29th, 2024, following the event.

## **5. CONTRACT AWARD:**

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

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing the pricing where indicated. 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.

REQUEST FOR QUOTATION  
**Bridge Day Signing**

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Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov).

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay one lump sum payment for the total Contract amount as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.



REQUEST FOR QUOTATION  
**Bridge Day Signing**

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**10. VENDOR DEFAULT:**

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

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

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

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

**10.2.1.** Immediate cancellation of the Contract.

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

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

**11. MISCELLANEOUS:**

**11.1. 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:** Howard Blevins - Director, Highway Services

**Telephone Number:** 330-812-7487 / (N/A)

**Fax Number:** N/A

**Email Address:** howard.blevins@awpsafety.com

EXHIBIT A

**BID SCHEDULE**

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased.

Item Number	Estimated Quantity	Description	Unit Cost	Total Cost
<b>Bridge Day Traffic Control</b>				
1	1	19 CMS ( Changeable Message Sign) Rental & Placment of 19 CMS to be programmed with messages provided by WVVDOT and placed in specific locations along I-77, I-79, and US 19 with technicians to be on call for Bridge Day, October 19, 2024	L.S.	\$39,950.00
<b>CONTRACT TOTAL</b> →				\$39,950.00

## BRIDGE DAY CMS LOCATIONS -- OCTOBER 2024

<u>Number</u>	<u>Letter</u>	<u>Route</u>	<u>Milepost</u>	<u>Miles from Closure</u>
1	A	I-79 SB	59.57	52
	B	I-79 SB	58.50	51
2	A	I-79 NB	55.42	52
	B	I-79 NB	56.00	51
3	A	I-77 NB	45.20	21
	B	I-77 NB	45.92	21
	C	I-77 NB	46.63	20
4	A	I-77 SB	49.07	20
	B	I-77 SB	48.48	19
5	A	US 19 NB	21.45	17
	B	US 19 NB	21.55	17
6		US 19 NB	1.62 (5.82)	13
7		US 19 NB	6.52 (10.71)	8
8		US 19 NB	12.30 (16.42)	2
9	A	US 19 SB	22.93 (26.94)	7
	B	US 19 SB	22.22 (26.23)	6
10		US 19 SB	20.00 (24.01)	4
11		I-77 NB	97.62	--
12		I-79 SB	0.90	--

**Note: All US 19 CMSs located in Fayette County are Corridor L (Corridor MP in **BLU**)**  
**US 19 CMS 5A & B are off Corridor L in Raleigh County (Mall Area)**  
**All locations to be field marked in Fluorescent Orange Paint**

## 2024 Bridge Day Traffic Control Plan

<b>#1: I-79 SB</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>MAJOR</u> <u>DELAYS</u></td> <td style="text-align: center;"><u>BRIDGE</u> <u>DAY</u> <u>USE 19 S</u></td> </tr> </table>	<u>RTE 19</u> <u>MAJOR</u> <u>DELAYS</u>	<u>BRIDGE</u> <u>DAY</u> <u>USE 19 S</u>
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<b>#2: I-79 NB</b>			
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<u>RTE 19</u> <u>MAJOR</u> <u>DELAYS</u>	<u>RTE 19</u> <u>NO TRUCK</u> <u>DETOUR</u>		

<b>#3: I-77 NB</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>22 MILES</u></td> <td style="text-align: center;"><u>BRIDGE</u> <u>DAY</u> <u>USE 19 N</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>22 MILES</u>	<u>BRIDGE</u> <u>DAY</u> <u>USE 19 N</u>
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<b>#4: I-77 SB</b>			
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<b>#5: US 19 NB (near Crossroads Mall)</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19 N</u> <u>CLOSED</u> <u>17 MILES</u></td> <td style="text-align: center;"><u>BRIDGE</u> <u>DAY</u> <u>USE 19 N</u></td> </tr> </table>	<u>RTE 19 N</u> <u>CLOSED</u> <u>17 MILES</u>	<u>BRIDGE</u> <u>DAY</u> <u>USE 19 N</u>
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<u>RTE 19 N</u> <u>MAJOR</u> <u>DELAYS</u>	<u>NO TRUCK</u> <u>DETOUR</u> <u>PROVIDED</u>		

<b>#6: US 19 NB (after Bradley I/C)</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>13 MILES</u></td> <td style="text-align: center;"><u>BRIDGE</u> <u>DAY</u> <u>13 MI AH</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>13 MILES</u>	<u>BRIDGE</u> <u>DAY</u> <u>13 MI AH</u>
<u>RTE 19</u> <u>CLOSED</u> <u>13 MILES</u>	<u>BRIDGE</u> <u>DAY</u> <u>13 MI AH</u>		

<b>#7: US 19 NB (Greentown/Pea Ridge)</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>8 MILES</u></td> <td style="text-align: center;"><u>MAJOR</u> <u>DETOUR &amp;</u> <u>DELAYS</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>8 MILES</u>	<u>MAJOR</u> <u>DETOUR &amp;</u> <u>DELAYS</u>
<u>RTE 19</u> <u>CLOSED</u> <u>8 MILES</u>	<u>MAJOR</u> <u>DETOUR &amp;</u> <u>DELAYS</u>		

<b>#8: near Laurel Creek</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>AHEAD</u></td> <td style="text-align: center;"><u>BE</u> <u>PREPARED</u> <u>TO STOP</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>AHEAD</u>	<u>BE</u> <u>PREPARED</u> <u>TO STOP</u>
<u>RTE 19</u> <u>CLOSED</u> <u>AHEAD</u>	<u>BE</u> <u>PREPARED</u> <u>TO STOP</u>		

<b>#9: Prior to Hico (US 19 SB)</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>7 MILES</u></td> <td style="text-align: center;"><u>BRDG DAY</u> <u>STRAIGHT</u> <u>AHEAD</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>7 MILES</u>	<u>BRDG DAY</u> <u>STRAIGHT</u> <u>AHEAD</u>
<u>RTE 19</u> <u>CLOSED</u> <u>7 MILES</u>	<u>BRDG DAY</u> <u>STRAIGHT</u> <u>AHEAD</u>		
<b>B</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>BRDG DAY</u></td> <td style="text-align: center;"><u>DETOUR</u> <u>NEXT</u> <u>EXIT</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>BRDG DAY</u>	<u>DETOUR</u> <u>NEXT</u> <u>EXIT</u>
<u>RTE 19</u> <u>CLOSED</u> <u>BRDG DAY</u>	<u>DETOUR</u> <u>NEXT</u> <u>EXIT</u>		

<b>#10: South of Hico I/C (US 19 SB)</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>CLOSED</u> <u>AHEAD</u></td> <td style="text-align: center;"><u>BE</u> <u>PREPARED</u> <u>TO STOP</u></td> </tr> </table>	<u>RTE 19</u> <u>CLOSED</u> <u>AHEAD</u>	<u>BE</u> <u>PREPARED</u> <u>TO STOP</u>
<u>RTE 19</u> <u>CLOSED</u> <u>AHEAD</u>	<u>BE</u> <u>PREPARED</u> <u>TO STOP</u>		

<b>#11: I-77 NB Charleston</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>DETOUR</u> <u>I-79 N</u></td> <td style="text-align: center;"><u>RTE 19</u> <u>DETOUR</u> <u>I-79 N</u></td> </tr> </table>	<u>RTE 19</u> <u>DETOUR</u> <u>I-79 N</u>	<u>RTE 19</u> <u>DETOUR</u> <u>I-79 N</u>
<u>RTE 19</u> <u>DETOUR</u> <u>I-79 N</u>	<u>RTE 19</u> <u>DETOUR</u> <u>I-79 N</u>		

<b>#12: I-79 SB Charleston</b>			
<b>A</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>RTE 19</u> <u>DETOUR</u> <u>I-77 S</u></td> <td style="text-align: center;"><u>BECKLEY</u> <u>USE</u> <u>I-77 S</u></td> </tr> </table>	<u>RTE 19</u> <u>DETOUR</u> <u>I-77 S</u>	<u>BECKLEY</u> <u>USE</u> <u>I-77 S</u>
<u>RTE 19</u> <u>DETOUR</u> <u>I-77 S</u>	<u>BECKLEY</u> <u>USE</u> <u>I-77 S</u>		



# ESTIMATE

Corporate Office:  
AWP, Inc. dba AWP Safety  
4244 Mt. Pleasant St NW  
North Canton, OH 44720

**BILL TO**

West Virginia Division of Highways  
Building 5, Room A-550  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

Local Office  
AWP, Inc. dba AWP Safety  
4013 A Washington Street West,  
Charleston, West Virginia 25313

Attention:  
Phone:  
Email:

## Estimate Name: Bridge Day 2024 - West Virginia - Message Board Rental

**WHO TO CONTACT FOR JOB ESTIMATES**

Howard Blevins | howard.blevins@awpsafety.com | (330) 812-7487

**ESTIMATE**  
Q-166365 -1

**ESTIMATE DATE**  
8/19/2024

**WHO TO CONTACT FOR SCHEDULING**

Customer Call Center || (800) 343-2650  
Schedule Online

**Notwithstanding contrary terms contained in the Service Terms & Conditions, and the Supplemental Pricing Guide, the terms contained in the Notes & Details, terms, pricing, and the Description of services shall apply to this Quotation.**

Bridge Day 2024 - West Virginia - Message  
Board Rental

DESCRIPTION	UNIT PRICE	QTY	EXTENDED
19 PCMS (Portable Changeable Message Sign)  • AWP to provide rental and placement of 19 PCMS to be programmed with messages provided by WVDOT and placed in specific locations along I-77, I-79 and US-19 with technicians to be on call for Bridge Day, October 19, 2024.	\$39,950.00	1.00	\$39,950.00

## **AWP Safety Service Terms and Conditions**

1. Price list is valid until further notice; project estimates are valid for 30 days after transmission from AWP.
2. Standard billing rates apply to any planned work scheduled at least one week in advance.
3. Estimates may be based on an 8-hour day rate or 10-hour day rate according to customer requirements. The default day rate will be an 8-hour day if not specifically requested by the customer. Overtime (or night) work performed is billed at 1.5 times the per hour rate.
4. Any work scheduled on a weekend – Saturday or Sunday – or a holiday – defined as one of the 11 U.S. Federal holidays – will be charged at 2.0 times the standard billing rate. Emergency work – any work or action necessary at the site of an emergency to restore or deliver essential services, including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life-threatening conditions or a state of emergency declared by a governing agency – will be charged at 2.0 times the standard billing rate. In situations where multiple premium rates may apply, the highest applicable rate will be billed with a maximum of 2.0 times the standard billing rate.
5. The minimum daily rate is 5 hours for an 8-hour day rate and 7 hours for a 10-hour day rate. Any work performed over the minimum daily rate, but below the hours for a total daily rate, will be charged at the full day rate at AWP's sole discretion.
6. Same week scheduled work is subject to have 1.2 times mark up at AWP's sole discretion.
7. Law Enforcement Officers (LEO) are billed with a 1.35 times markup plus a \$75 processing fee. LEO terms will be back-to-back to LEO contractor agreement.
8. Prevailing wage requirements and Permit Fees are billed with a 1.35 times mark-up.
9. Permit and Traffic Plans are individually priced based on scope and costs.
10. Per Diem and Port-to-Port will be billed at the applicable rates.
11. Escalation charges for fuel and labor will be applied as necessary based on indexes at AWP's sole discretion and reviewed on a monthly basis.
12. Payment Terms
  - a. Net 30 days for credit approved customers and pre-pay for customers not credit approved;
  - b. Interest on balances not paid within net 30 days will be charged at the rate of 18% per annum;
  - c. Credit card payment credit processing fees will be charged at a rate allowable by applicable law;
  - d. We must be notified in advance of situations calling for the payment of prevailing wages and fringes. In such cases, please consult the applicable U.S. Department of Labor Wage;
  - e. Special Events require an upfront deposit of 50% at least 14 days in advance of work being done.
13. Penalties
  - a. A \$50 surcharge is applied to all invoices rejected due to a lack of a job number, PO number, or customer signature.
  - b. A billable cancel fee of 75% will be applied on all scheduled jobs canceled with less than 24 hours' notice. The minimum cancellation fee for all canceled jobs will be \$675 based on the assumption of a 2-man standard flagging operation. Billable cancel fees will not apply for inclement weather-related cancellations.
14. The above rates include all personnel and equipment charges relating to a DOT- defined standard flagging operation. Exceptions include crash trucks, arrow boards, message boards and work zone design services, which are priced based on specific job requirements.
15. Sales tax shall be charged at the applicable rate on all taxable transactions.

## **AWP Safety Equipment Rental Terms and Conditions**

1. The rental of all equipment by you (the "Lessee") from AWP, Inc. DBA Area Wide Protective, Inc. (the "Lessor") is subject to the terms and conditions of this Lease Agreement (this "Agreement" or this "Lease Agreement").
2. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon any equipment and shall ensure that no equipment is subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order. The Lessee is responsible for all routine maintenance and repair. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this Lease, pay the cost of: (a) all lubricants required to operate the equipment; (b) all repairs required to be made to the equipment to maintain the equipment in good and proper operating condition in accordance with the operator's manual; and (c) replacing broken or worn-out parts. The Lessee shall indemnify and hold harmless the Lessor against all loss and damage to the equipment during the term of this Lease. Without limiting the foregoing, the Lessee shall indemnify and hold harmless the Lessor against all loss, expenses, penalties, damages, condemnations and legal costs which the Lessor may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damages suffered by any person because of the equipment or the operation, handling, transportation or use of the equipment by or while in the hands of the Lessee or the Lessee's employees, agents, representatives or carriers. The Lessee shall remain responsible for the equipment until it has been returned to the Lessor (or in the case of loss or theft of the equipment until the total replacement value of the equipment has been provided to the Lessor, as calculated in accordance with the other provisions of these terms and conditions). The Lessee shall maintain at the Lessee's own expense, public liability and all risk property insurance in adequate amounts to fully cover this indemnity. The Lessee hereby renounces all claims against the Lessor for any loss or damage it may suffer, either directly or indirectly, by reason of the condition of the equipment or its suitability for the work Lessee performs.
4. The Lessee agrees to pay, upon delivery, all monies as provided for in this Agreement and that in the event of non-payment by Lessee, Lessee agrees to pay all collection fees, including reasonable attorneys fees and costs incurred in the collection of unpaid monies.
5. Without limiting the other provisions of this Agreement, the Lessee shall insure the equipment against all losses or damage of any kind whatsoever in: (a) an amount to be calculated in this Agreement; or (b) the amount of the equipment's full replacement cost, and hereby assigns to the Lessor all such policies of insurance and the proceeds therefrom. Replacement cost shall, for the purposes of this Agreement, be deemed to include disassembly, replacement and inspection of the equipment and/or loss of rental income and all other associated costs, excluding a deduction for depreciation.
6. The Lessee agrees that in the event of damages, loss or theft of the equipment, and whether or not through the negligence of the Lessee and/or its servants, agents, employees, or other users and whether or not acting within the scope of their employment, the Lessee will pay the Lessor the fair market value cost of the equipment and rental charges shall continue until the equipment is returned to the Lessor, except in the case of loss or theft of the equipment, rental charges shall only continue until the Lessor receives the fair market value cost.
7. Our payment terms are net 30 days. Interest on balances not paid within net 30 days will be charged at the rate of 18% per annum.
8. The Lessor shall calculate the total number of calendar days of the equipment is in the Lessee's possession. The term shall be deemed to commence at the time the equipment departs from the Lessor's premises and shall be deemed to have terminated at the time the subject equipment arrives at the Lessor's premises. It is agreed by the parties that the rental period shall include the duration of time when the equipment is being transported to and from the Lessor's premises. There shall be a minimum one (1) day rental charge regardless of the actual period of rental if less than one (1) day.

## **GOVERNING LAW; JURISDICTION; MISCELLANEOUS**

1. The provisions of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. The parties consent to the exclusive jurisdiction of the Stark County Court of Common Pleas for any actions, suits or proceedings arising out of or relating to this quote or the transactions contemplated by this Agreement. The parties agree that any action arising from or related to this quote shall not be subject to removal to federal court for any reason and each party irrevocably waives any such right. If Customer/Lessee removes or attempts to remove any action to federal court, notwithstanding the above prohibitions, Customer/Lessee shall pay AWP's reasonable attorneys' fees and costs incurred in obtaining a remand of the action. AWP is entitled to recover its attorney's fees and costs in enforcing this Agreement.

2. From the date of commencement of services until one year following the completion of services, Customer/Lessee and AWP both agree that they shall not solicit or offer to employ any employee of the other who is performing services under this Agreement, without the express written permission of an authorized representative. Both parties agree that any such solicitation, offer or employment of any employee who performed services under this Agreement would cause great or irreparable harm to each party and that each party would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the employee solicited (or former employee as the case may be) representing the cost of training a new employee. Accordingly, each party agrees to pay the other, as liquidated damages, an amount equal to double the solicited employee's (or former employee's) annual compensation.

**Purchase Order:**

\_\_\_\_\_

**Name (Print):**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Billing**

**Reference:**

\_\_\_\_\_

**Effective Date:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

Please sign and email to Howard Blevins at [howard.blevins@awpsafety.com](mailto:howard.blevins@awpsafety.com) or fax to .

Quote #: Q-166365-1

Quote Name: Bridge Day 2024 - West Virginia - Message Board Rental