Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Master Agreement** **Order Date:** 04-04-2025	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0066 DOT2500000026 1	**Procurement Folder:**	1663965
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	**Reason for Modification:**	
Document Description:	ORIGINAL PROCUREMENT FOLDER: 1024631		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2024-12-05
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2025-07-10

VENDOR

Vendor Customer Code: 000000229160
CRAFCO INC
420 N ROOSEVELT AVE

CHANDLER AZ 85226
US
Vendor Contact Phone: 999-999-9999 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Sherri K Rowan
Requestor Phone: (304) 558-9422
Requestor Email: sherri.k.rowan@wv.gov

2025
FILE LOCATION ______

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

CR 4-10-25

Total Order Amount: Open End

Purchasing Division's File Copy

JE 4/9/25

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 4-9-25	DATE:	DATE: 4-16-25
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

4/16/2025

Extended Description:

This contract identified as CMA DOT2500000026 is created for administrative purposes only and is intended to change the name of the vendor identified in contract no. CMA DOT6622C026H from DJL Material & Supply Inc (V/C account 000000176598) to Crafco, Inc (V/C account 000000229160). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Old Contract: CMA DOT6622C026H
Old Procurement folder: 1069654

Reissued New Contract: CMA DOT2500000026
New Procurement Folder: 1663965

Effective Date of new contract: 12/05/2024 - 7/10/2025

Renewals Remaining: 1

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101600			UNIT	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted and tandem dual 2 axle Crack Sealers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101600			MILE	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted and tandem dual 2 axle Crack Sealers.

CRAFCO INC
AN ERGON COMPANY

April 1, 2025

Attn: Scott Brown, Transportation Contract Specialist
West Virginia Department of Transportation
WVDOT Procurement Division
1900 Kanawha Blvd East
Building Five, Room 109
Charleston, WV 25305-0440

RE: WVDOT Contract CMA DOT6622C026H

Dear Scott Brown,

Please accept this letter as the request to restructure WVDOT Contract CMA DOT6622C026H to Crafco, Inc.

As of December 4, 2024 Crafco, Inc. wholly acquired DJL Materials Inc including but not limited to all debts, assets, current Contracts and Purchase Orders.

We therefore respectfully request that any and all current Contracts and other transactions formerly with DJL Materials Inc including Contract CMA DOT6622C026H be assigned or restructured to Crafco, Inc. promptly so that there is no interruption to service or processing.

The authorized signatories for the State of West Virginia on behalf of Crafco, Inc. are as follows:

• Gary Johnson	Senior Vice President & General Manager
• Robert Stabler	Senior Vice President Operations
• Todd Ziems	Vice President Sales and Marketing
• Lisa Zentner	Vice President Specialty Products
• Gail Gautier	VP and Assistant Secretary/Controller

Should you have any questions, please feel free to reach out to me directly at (480) 910-4902 or via email at todd.ziems@crafco.com.

Thank you,

Todd Ziems

Todd Ziems
Vice President Sales and Marketing
Crafco, Inc.

	Department of Administration **Purchasing Division** **2019 Washington Street East** **Post Office Box 50130** **Charleston, WV 25305-0130**	**State of West Virginia** # Master Agreement **Order Date:** 04-04-2025	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0066 DOT6622C026H 4	**Procurement Folder:**	1069654
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	**Reason for Modification:**	
Document Description:	ORIGINAL PROCUREMENT FOLDER: 1024631	Change Order No. 3 Cancel and reissue	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-07-11
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2024-12-04

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000176598 DJL MATERIAL & SUPPLY INC PO BOX 5293 AKRON OH 44334 US **Vendor Contact Phone:** 330-922-3630 **Extension:**	**Requestor Name:** Sherri K Rowan **Requestor Phone:** (304) 558-9422 **Requestor Email:** sherri.k.rowan@wv.gov

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE:	**DATE:**	**DATE:**
ELECTRONIC SIGNATURE ON FILE	**ELECTRONIC SIGNATURE ON FILE**	**ELECTRONIC SIGNATURE ON FILE**

Extended Description:

Change Order

Change Order No. 03 is issued for administrative purposes only and is intended to cancel the original contract (CMA DOT6622C026H PF#1069654) to change the name of the vendor from DJL Material & Supply Inc (V/C account 000000176598) to Crafco, Inc (V/C account 000000229160) and reissue a new contract (CMA DOT2500000026). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change: 12/04/2024

New procurement folder: 1663965

New CMA: CMA DOT2500000026

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101600			UNIT	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted and tandem dual 2 axle Crack Sealers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101600			MILE	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted and tandem dual 2 axle Crack Sealers.

CRAFCO® INC
AN ERGON COMPANY

April 1, 2025

Attn: Scott Brown, Transportation Contract Specialist
West Virginia Department of Transportation
WVDOT Procurement Division
1900 Kanawha Blvd East
Building Five, Room 109
Charleston, WV 25305-0440

RE: WVDOT Contract CMA DOT6622C026H

Dear Scott Brown,

Please accept this letter as the request to restructure WVDOT Contract CMA DOT6622C026H to Crafco, Inc.

As of December 4, 2024 Crafco, Inc. wholly acquired DJL Materials Inc including but not limited to all debts, assets, current Contracts and Purchase Orders.

We therefore respectfully request that any and all current Contracts and other transactions formerly with DJL Materials Inc including Contract CMA DOT6622C026H be assigned or restructured to Crafco, Inc. promptly so that there is no interruption to service or processing.

The authorized signatories for the State of West Virginia on behalf of Crafco, Inc. are as follows:

• Gary Johnson	Senior Vice President & General Manager
• Robert Stabler	Senior Vice President Operations
• Todd Ziems	Vice President Sales and Marketing
• Lisa Zentner	Vice President Specialty Products
• Gail Gautier	VP and Assistant Secretary/Controller

Should you have any questions, please feel free to reach out to me directly at (480) 910-4902 or via email at todd.ziems@crafco.com.

Thank you,

Todd Ziems
Vice President Sales and Marketing
Crafco, Inc.

Crafco, Inc. Corporate Headquarters
6165 West Detroit Street, Chandler, AZ 85226 • Phone (602) 276-0406 or (800) 528-8242 • Fax (480) 961-0513
www.crafco.com

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

State of West Virginia
Master Agreement

Order Date: 04-11-2024

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0066 DOT6622C026H 3	**Procurement Folder:**	1069654
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	**Reason for Modification:**	
Document Description:	ORIGINAL PROCUREMENT FOLDER: 1024631	Change Order No 02 To Renew Contract	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-07-11
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2025-07-10

VENDOR

Vendor Customer Code: 000000176598
DJL MATERIAL & SUPPLY INC
PO BOX 5293

AKRON OH 44334
US
Vendor Contact Phone: 330-922-3630 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Sherri K Rowan
Requestor Phone: (304) 558-9422
Requestor Email: sherri.k.rowan@wv.gov

24
FILE LOCATION 5126

INVOICE TO

VARIOUS AGENCY LOCATIONS
AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

4-15-24 61

Total Order Amount: Open End

Purchasing Division's File Copy

SCANNED

JE 4/11/24

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: Tara [signature] 4/15/24	DATE: John S. Gray	DATE [signature] 4-19-24
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

4/18/2024

Extended Description:
Change Order

Change Order No. 2 is issued to renew the original contract according to all terms, conditions, prices, and specifications contained in the original contract, including all authorized change orders.

Effective date of renewal 07/11/2024 through 07/10/2025

Renewal Years Remaining: 1

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101600			UNIT	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted and tandem dual 2 axle Crack Sealers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101600			MILE	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted and tandem dual 2 axle Crack Sealers.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Alanna J. Keller, P.E.
Deputy Secretary of Transportation
Deputy Commissioner of Highways

Jimmy Wriston, P. E.
Secretary of Transportation
Commissioner of Highways

January 30, 2024

DJL Material & Supply Inc
PO Box 5293
Akron, OH 44334

Subject: Contract Renewal: DOT6622C026H Equipment Lease/Rental Without Operator
Procurement Folder: 1069656

The West Virginia Department of Transportation is offering to renew the original contract according to all terms, conditions, prices, and specifications contained in the original contract, including all authorized change orders.

The renewal dates are 7/11/2024 through 7/10/2025. If your company agrees to this renewal, please sign below and return as soon as possible. You may return all renewal documents via email to: scott.a.brown@wv.gov.

Please contact the email listed above if you have any questions.

Thank you,

Scott A. Brown

Attachment

We agree to renew the contract for the period as stated above under the same terms, conditions, prices, and specifications in the original purchase order and any change orders thereto.

Name/Signature

01/31/2024
Date

Title

PROCUREMENT USE ONLY
Dusty Smith TDIMGR 1 4/8/24
Signature/Title Date

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

State of West Virginia
Master Agreement

Order Date: 05-18-2023

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0066 DOT6622C026H 2	**Procurement Folder:**	1069654
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	**Reason for Modification:**	
Document Description:	ORIGINAL PROCUREMENT FOLDER: 1024631	Change Order No. 1 To Renew Contract	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-07-11
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2024-07-10

VENDOR

Vendor Customer Code: 000000176598
DJL MATERIAL & SUPPLY INC
PO BOX 5293

AKRON OH 44334
US
Vendor Contact Phone: 330-922-3630 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Sherri K Rowan
Requestor Phone: (304) 558-9422
Requestor Email: sherri.k.rowan@wv.gov

23 FILE LOCATION 49596

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS	STATE OF WEST VIRGINIA
AS INDICATED BY ORDER	VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

5/25/2023

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

5/19/2023

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 5/25/2023	DATE:	DATE: 5/31/2023
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

5/30/2023

Extended Description:

Change Order

Change Order No. 1 is issued to renew the original contract according to all terms, conditions, prices, and specifications contained in the original contract, including all authorized change orders.

Effective date of renewal 07/11/2023 through 07/10/2024
Renewal Years Remaining: 2

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101600			UNIT	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted and tandem dual 2 axle Crack Sealers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101600			MILE	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Crack Sealers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted and tandem dual 2 axle Crack Sealers.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Gregory L. Bailey, P.E.
Interim
State Highway Engineer

Jimmy Wriston, P. E.
Secretary of Transportation
Commissioner of Highways

March 27, 2023

DJL Material & Supply
P.O. Box 5293
Akron, OH 44334

Subject: **Contract Renewal: DOT6622C026H Equipment Lease/Rental Without Operator**
Procurement Folder: 1069654

The Department of Transportation of West Virginia is offering to renew the original contract according to all terms, conditions, prices, and specifications contained in the original contract, including all authorized change orders.

The renewal dates are 7/11/2023 through 7/10/2024. If your company agrees to this renewal, please sign below and return as soon as possible. You may return all renewal documents via email to: Scott.A.Brown@wv.gov.

Please contact the email listed above if you have any questions.

Thank you,

Scott A. Brown

Attachment

We agree to renew the contract for the period as stated above under the same terms, conditions, prices, and specifications in the original purchase order and any change orders thereto.

Name/Signature

Date

Title

PROCUREMENT USE ONLY

TDIM6R1 5/16/22

Signature Title Date

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

State of West Virginia

Master Agreement

Order Date: 07-14-2022

Order Number:	CMA 0803 0066 DOT6622C026H 1	**Procurement Folder:**	1069654
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	**Reason for Modification:**	
Document Description:	ORIGINAL PROCUREMENT FOLDER: 1024631		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-07-11
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2023-07-10

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000176598 DJL MATERIAL & SUPPLY INC PO BOX 5293 AKRON OH 44334293 US **Vendor Contact Phone:** 330-922-3630 **Extension:**	**Requestor Name:** Sherri K Rowan **Requestor Phone:** (304) 558-9422 **Requestor Email:** sherri.k.rowan@wv.gov

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE:	DATE:	DATE:
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, DJL Material & Supply Inc.., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Equipment Lease/Rental w/o Operator per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 05/12/2022, Addendum_2 dated 05/12/2022, Addendum_3 dated 05/16/2022, Addendum_4 dated 05/18/2022 and the Vendor's bid dated 05/26/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101600			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Crack Sealers - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted and tandem dual 2 axle Crack Sealers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101600			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Crack Sealers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted and tandem dual 2 axle Crack Sealers.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.

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: The Initial Contract Term will be for a period of one (1) year ______________________. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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 three (3) ____________ 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

> ☐ **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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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:

> ☐ the contract will continue for ________________ years;
>
> ☐ the 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, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Other:** Contract Term specified in ______________________

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.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **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 and must include the State as an additional insured 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 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: $500,000.00 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.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. 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.

12. 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.

13. 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.

14. 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

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. 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.

18. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. 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.

> **SUBCONTRACTOR COMPLIANCE:** 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. 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 http://www.state.wv.us/admin/purchase/privacy/default.html.

31. 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.

32. 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.

> **SUBCONTRACTOR COMPLIANCE:** 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. 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.

36. 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.

37. 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, neither the Vendor nor any related party owe a debt as defined above, and neither the 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.

38. 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.

39. 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.

40. 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.

41. 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.

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

   1. 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

   2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. 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.

45. 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Name, Title) ____________________

(Printed Name and Title) Michael Leahy, Member

(Address) P.O. Box 5293, Akron, Ohio 44334

(Phone Number) / (Fax Number) (330) 922-3630

(email address) dilmaterial@yahoo.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

DJL Material & Supply, Inc
(Company)

____________________ Michael Leahy, Member
(Authorized Signature) (Representative Name, Title)

Michael Leahy, Member 5/20/2022
(Printed Name and Title of Authorized Representative) (Date)

(330) 922-3630 phone/(330) 922-6070 fax
(Phone Number) (Fax Number)

dilmaterial@yahoo.com
(Email Address)

REQUEST FOR QUOTATION
Equipment Lease/Rental Without Operator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** On behalf of the West Virginia Division of Highways ("WVDOH"), the West Virginia Purchasing Division is soliciting bids to establish a multi-award, open end contract with qualified Vendors to provide various types of equipment for lease or rental, without an operator, for use at WVDOH locations statewide.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

   2.1 **"Attachment A," "Pricing Pages," and "ATT A"** - The schedule of prices attached hereto as **Attachment A ("ATT A")** upon which Vendor should list its pricing for Contract Items.

   2.2 **"Attachment B," "Information Form," and "ATT B"** – Interchangeable terms referring to the information form provided as **Attachment B ("ATT B")** upon which the Vendor shall identify its source/storage location and any additional locations where rental equipment may be delivered from or picked up by the WVDOH.

   2.3 **"Contract Item" or "Contract Item(s)"** – The list of items requested for lease/rental as identified in the Pricing Pages ("**ATT A**").

   2.4 **"Contractor" or "Vendor"** - Interchangeable in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.

   2.5 **"F.O.B." or "Freight on Board"** – Indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

   2.6 **"Emergency Request"** – Indicates a need for goods or services to be provided without delay, owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or designee.

   2.7 **"Lease/Rental", or "Rental"** – Terms used to reference an agreement wherein a WVDOH Agency leases or rents equipment without an operator for set periods of time not exceeding ninety days, unless otherwise clearly specified in the Delivery Order.

2.8 **"Liquidated Damages"** - Monetary compensation due from the Vendor in the event the Vendor's Contract Items as supplied fall short of contractual stipulation or breaches the contract. Delays in the delivery of Contract Items or supplying Items with quality failures and/or corrections needed by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration's Specifications and Documents website, as amended: https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx

2.9 **"Ordinary Care"** – The performance of routine or preventative maintenance and upkeep required for the general operation of rented/leased equipment.

2.10 **"Solicitation"** – The official notice of an opportunity to supply the State of West Virginia with goods and/or services that is published by the West Virginia Division of Highways.

2.11 **"Standard Specs"** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

2.12 **"WVDOH"** or **"Agency"**– The West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of $20.00 ($15.00 for the 2017 book plus $5.00 for the Supplemental Latest Edition) using the **Attachment C ("ATT C") Standard Specifications Order Form.** The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Technical Support Division
1334 Smith Street
Charleston, West Virginia 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:
http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx

3.2 **Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized), when provided with the solicitation
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

4. **CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Items listed on **Attachment A ("ATT A")** on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements shown below.

4.1 **Equipment Lease/Rental: ATT A** provides a categorized list of Contract Items requested by WVDOH Agencies for potential lease/rental. Vendor shall provide pricing for rental equipment as specified herein on a daily, weekly, or monthly basis as well as equipment mobilization fees from its storage location(s) listed on **Attachment B ("ATT B")**. Contract Items leased/rented by a WVDOH Agency shall be assembled, in good and proper operating condition, and be ready to operate upon pick-up or delivery to any location or locations, as designated on a WV-39 Release Order Form (explained in Section 8). This may include weekends, holidays, and Emergency Requests.

4.2 **Mobilization:** Mobilization shall be defined as a one-time, one-way transport from a Vendor's base location to an Agency project site location and shall be bid per mile. Vendor shall calculate its cost for delivery of leased/rented equipment and include the calculation in its cost for the first mile and provide supplemental pricing for each additional mile. Agencies will provide Contract Item delivery locations on the Release Order.

4.2.1 **Additional Mileage Fees:** Leased/rented equipment may be used for multiple projects (i.e. leased/rented equipment is traveling from one Agency location or project site to another). In such instances, additional mileage fees may be charged by the Vendor at the "additional mile" rate entered on **ATT A.**

4.2.2 **In-State Delivery:** The WVDOH will calculate the in-state delivery route mileage from the equipment owner's location of the leased/rented equipment to the WVDOH job site using the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH's District Office, and the Central Office located in Charleston, WV. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

4.2.3 **Out-of-State Delivery:** Out-of-state delivery route mileage will be calculated by the WVDOH using "Google Maps" or a similar source for routing from the equipment owner's location of the leased/rented equipment to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

4.3 **Equipment Delivery/Pick-up:** Vendor shall deliver standard orders within seven (7) days of receipt of a WV-39 Release Order (**See Exhibit 2 – "EXH 2"**), per the terms of these specifications, unless otherwise noted by the Agency on its Release Order.

4.3.1 **Delivery/Pick-up Acceptance:** Upon delivery or pick-up of a Contract Item, the Agency shall test and inspect the rented equipment and document its inspection findings on a SM-93 Statement of Acceptance form (see **Exhibit 1 – "EXH 1"**). If the equipment is found to be in good and operable condition, the Agency representative AND Vendor representative shall acknowledge acceptance by signing and dating the SM-93. The Agency representative shall also acknowledge acceptance on any Vendor provided documentation presented at the time of pick up or delivery. The date of acceptance on the Vendor's acknowledgment form shall be deemed as the effective date for the terms of the Release Order.

4.3.1.1 Vendor shall provide/deliver rented equipment with a full tank of fuel, which shall be documented on the Vendor's acknowledgment form.

4.3.2 **Equipment Maintenance Checklist:** For each leased/rented Contract Item, Vendor shall provide a daily/weekly maintenance checklist addressing equipment upkeep and maintenance needs, per manufacturer and Vendor requirements. Daily/weekly maintenance checklists should, at minimum, include the following guidance:

4.3.2.1 Maintenance requirements for fuel, oil, coolant, and lubrication needs, referred to as "ordinary care" and used throughout this solicitation and defined in Section 2.

NOTE: The WVDOH, at its own expense, will perform routine maintenance by providing any manufacturer and Vendor recommended oil, fuel, and lubricants necessary for the use and operation of rental equipment in its possession. All other maintenance needs or component replacement(s) necessary for operation of rental equipment shall be maintained and provided by the Vendor.

4.3.2.2 Inspection of engine components, equipment body, tires/tracks, attachments, and easily accessible components. Inspection of safety components such as lights, rails, steps, horns, alarms, seatbelts, and other safeguarding attributes relevant to the specific type of leased/rented equipment.

4.3.3 **Contract Item Rejection:** Upon pick up or delivery, if the Agency deems the Contract Item unacceptable or inconsistent with the Release Order, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The decision of the WVDOH District Engineer or their designee regarding the acceptability and quality of the Contract Item furnished, shall be final per Standard Specs section 105.1, as amended. Vendor shall either plan for the return within five (5) days of being notified that those items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. 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 lease/rental price, at the Agency's discretion.

4.4 **Equipment Return:** Upon the conclusion of a rental period, the Agency shall return rented equipment to Vendor, at its own expense, to the original location such equipment was picked up at or delivered. Equipment shall be washed and cleaned by the Agency prior to its return to Vendor.

4.4.1.1 The Agency shall return rented equipment to Vendor with a full tank of fuel at the conclusion of the rental period. Vendor shall document the level of fuel in the rented equipment at the time of return.

4.4.1.2 Should rented equipment be returned to Vendor with less than a full tank of fuel, Vendor may invoice the Agency at their going fuel rate to return the fuel tank to full capacity.

4.5 Emergency Requests: As designated by a WVDOH District Engineer or designee, emergency requests shall be prominently noted on a Delivery Order. Upon receipt, Vendor shall initiate delivery or pick-up of lease/rental equipment within two (2) hours after receiving the Delivery Order. Emergency requests shall be invoiced by Vendor at 1.5 times the amount bid for the Contract Item on the Pricing Pages.

4.5.1 If the Vendor is unable to provide Contract Items per the emergency request, the Delivery Order will be cancelled, and a new emergency request will be sent to the next low-bid Vendor. If a Vendor cannot be found to provide Contract Items per the Delivery Order, the WVDOH, at its own discretion, shall cancel the Delivery Order and may seek to obtain Contract Items from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

4.6 Lease/Rental Periods: The initial day of a lease/rental period shall be the date of acceptance upon delivery or pick up, per Section 4.2.2 of these specifications. The final day of a lease/rental period shall be the day immediately preceding the return of a Contract Item. Vendor's delivery/travel time, equipment set-up, or break down shall not be calculated as a lease/rental day.

Vendor shall provide a daily, weekly, and monthly rate on **ATT A** for Contract Item bids.

4.6.1 Daily Rental: A daily rental is defined as a single day, up to and including six (6) consecutive days that an Agency is in possession of a leased/rented Contract Item. This includes weekends and Holidays.

4.6.2 Weekly Rental: A weekly rental is defined as seven (7) consecutive days that an Agency is in possession of a leased/rented Contract Item, including weekends and Holidays.

4.6.3 Monthly Rental: A monthly rental is defined as thirty (30) consecutive days that an Agency is in possession of a leased/rented Contract Item, including weekends and Holidays.

4.7 Ownership Relinquishment: Upon mutual agreement between the WVDOH and Vendor, ownership of a long term leased/rented Contract Item may be transferred from the Vendor to the WVDOH.

4.8 Equipment Maintenance (Downtime, Risk of Loss, etc.):

4.8.1 **Equipment Maintenance:** The WVDOH, at its own expense, shall provide the fuel, oil, and lubricants necessary in the operation and use of the leased/rented equipment, per the daily/weekly maintenance checklist provided by Vendor upon delivery or pick up of lease/rental equipment.

NOTE: The WVDOH will not dictate or alter requirements set forth on a Vendor's daily/weekly maintenance checklist.

4.8.2 **Repair or Replacement Parts:** The WVDOH shall reimburse Vendor for the repair or replacement of any lease/rental equipment part that is damaged, destroyed, or made inoperable due to negligence or improper use/operation by WVDOH personnel.

4.8.2.1 Equipment repair needs discovered during the WVDOH operator's daily/weekly inspection shall be noted on the Vendor's maintenance checklist and Vendor will be contacted and informed prior to placing the equipment back into service.

4.8.2.2 The WVDOH shall not be responsible for any such part repair or replacement caused by an existing defect or those resulting from normal usage and operation of leased/rented equipment.

4.8.3 **Down Time:** Lease/rental equipment that is out of operation due to maintenance or repair needs for four (4) hours or more within a day shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH unless equipment downtime is due to negligence or improper use/operation by its personnel.

4.8.4 **Risk of Loss, Damage, Destruction or Theft:** Upon pick-up or delivery acceptance by the WVDOH of leased/rented equipment, the WVDOH shall exercise ordinary care for the protection of such leased/rented equipment. The WVDOH shall reimburse the Vendor for the repair or replacement of any part of leased/rented equipment that becomes lost, stolen, or damaged as a result of the failure of the WVDOH and its personnel to use ordinary care for the protection of such leased/rented equipment.

4.8.4.1 Vendor shall be responsible for any loss, damage, destruction, or theft, partial or complete, caused by a defect in leased/rented equipment existing at the time of delivery or pick-up.

4.8.4.2 The total or partial loss of use or possession of any leased/rented equipment shall not abate any payments required to be made by the WVDOH to the Vendor if such loss of use or possession due to negligence or improper use/operation of leased/rented equipment by the WVDOH or its personnel.

4.8.4.3 Leased/rented equipment shall be considered a total loss as a result of theft, destruction, or physical damage where the estimated cost of repairs exceeds 75% of the market value of such leased/rented equipment. Vendor may file a claim with the WV Legislative Claims Commission against the WVDOH for the loss or damage to such leased/rented equipment. The Commissioner of the WVDOH shall review the claim and, if it is determined that the Vendor is due monetary damages, a requisition will be issued to the Auditor of the State of WV for payment to the Vendor.

4.8.4.4 If, prior to the payment of any claim to the Vendor by the WVDOH, the Vendor shall receive any sum of money from any insurance company or from any person, firm, or corporation, any such sum of money shall be deducted by the WVDOH from any claim to be paid by it to the Vendor. The same shall be with the Vendor. If the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation a sum of money after payment from the WVDOH has been received, the Vendor shall reimburse the WVDOH the amount received or such part received that equals the amount WVDOH has paid to the Vendor.

4.8.5 Post-repair Inspection: If leased/rented equipment is damaged or requires repair due to a mechanical failure, prior to being placed back into service for use by the WVDOH, a thorough inspection shall be performed by the Vendor to ensure the mechanical function, operation, and safety of the unit. Damaged leased/rented equipment such as, but not limited to, Aerial Bucket Trucks, Aerial Platform Trucks, Cranes, Manlifts and Under bridge Platform Inspection Units shall receive inspections and testing for compliance with manufacturer, State, and Federal rules and regulations before being placed back into service for use by the WVDOH.

5. **PANDEMIC-RESPONSE SAFETY PROTOCOLS:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

6. **CONTRACT AWARD:** The Contract is intended to provide Agencies with a lease/rental price on all Contract Items. A Contract shall be awarded to all responsible Vendors providing Contract Items which meet all required specifications of this Contract.

   6.1 **Pricing Pages, Attachment A (ATT A):** **ATT A** contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Vendors should submit their proposed daily, weekly, and/or monthly bid on **ATT A**. Proposed pricing for mobilization rates is only acceptable per Section 4.4 of these specifications.

      6.1.1 Vendor may bid any or all items listed on **ATT A** Pricing Pages, which contains a categorized list of all Contract Items. Estimated quantities are not available for lease/rental equipment and there is no guarantee that any one Contract Item will be purchased throughout the life of this Contract. Bidding on any one Contract Item may not be conditioned as acceptance of the bid or any other Contract Item or Items.

      6.1.2 Multiple pieces of equipment can be proposed/identified on one Pricing Page whether pricing is the same or varies.

      6.1.3 Vendor shall not add to or modify any column headers, Contract Item descriptions, or units of measure on the **ATT A** spreadsheet. Any changes to the latter or the submission of proposed pricing in any other form will result in disqualification of the Vendor's bid.

      6.1.4 Vendor should type or electronically enter the information into **ATT A** to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of **ATT A** for bid purposes by sending an email request to the following: John.W.Estep@wv.gov

   6.2 **Mandatory Information Form, Attachment B (ATT B):** Vendor shall identify its source/storage location and any additional locations where rental equipment may be delivered from or picked up by the WVDOH. Vendor should also provide their physical 911 address for each location.

      6.2.1 Vendor bid submissions must include Mandatory Information Form ATT B. Any bid submitted without ATT B will be disqualified.

      6.2.2 Vendor may list multiple locations where lease/rental equipment may be delivered from or picked up by the WVDOH. Vendor shall also complete the "Counties "Bid section of ATT B by identifying the counties serviced. Failure to complete the Counties Bid section will indicate that Vendor's bid is available for Statewide use.

6.3 **Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or the Vendors longer ten (10) working days after the effective date of use is announced for the new contract.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

6.4 **Cooperative Contracting:** Purchase prices on all Contract Items under this contract, available to the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

6.5 **Price Adjustments:** In the event of a significant price increase of component material or rental equipment utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.

6.5.1 A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.

6.5.2 Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.

6.5.3 The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

6.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

6.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.

6.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.

6.5.7 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.

6.5.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

6.6 Determining Low Bid Per Project: To determine the low-bid Vendor per individual project, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items. A Delivery Order will be issued to the Vendor with the lowest overall total cost.

The WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

6.6.1 For orders requiring delivery of Contract Items, mobilization from a Vendor's base location (as noted on ATT B) to a WVDOH project site shall be a factor in determining the lowest overall total cost.

6.6.2 Due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need, the WVDOH shall have the option of picking up the leased/rented equipment from a Vendor's source/storage location. If the WVDOH chooses the pickup option, the Vendor's mobilization fee shall not be calculated into the cost.

6.6.3 If the low-bid Vendor for any given project is unable to provide Contract Items per Delivery Order, the Delivery Order will be cancelled and a Delivery Order will be sent to the next low-bid Vendor. If a Vendor cannot be found to provide Contract Items per the Delivery Order, the WVDOH, at its own discretion, shall cancel the Delivery Order and may seek to obtain Contract Items from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

7. ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

7.2 Delivery Order: WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed up as the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**

7.3 Invoicing: The period of need for leased/rented equipment, as specified on the Delivery Order, is only an estimate of need and shall not be used for invoicing purposes. Payment will only be made for the period of time from delivery/pick-up to return of leased/rented Contract Items(s).

7.3.1 Invoicing shall be no less than one lease/rental day. Daily rates shall be charged up to and including six (6) consecutive days.

7.3.2 Equipment leased/rented for more than 6 consecutive days shall be invoiced at the weekly lease/rental rate.

7.3.3 Equipment leased/rented for more than one lease/rental week, but less than one lease/rental month shall be invoiced at the number of lease rental weeks plus any period less than a multiple of seven days.

7.3.4 Equipment leased/rented for one lease/rental month or more shall be invoiced at the monthly rate. If the lease/rental period is not a multiple of thirty lease/rental days, Sections 7.3.1 thru 7.3.3 shall apply.

7.3.5 The WVDOH will provide Vendor with the downtime days in any calendar month within ten (10) days following the end of the calendar month or within two days following termination of a lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH Agency leasing/renting the equipment. An invoice submitted to the WVDOH shall include the following:

- The beginning date and the date on which invoice period ends.
- The number of lease/rental days in the invoicing period.
- The number of lease/rental equipment downtime days in the
- invoicing period.
- The make, model and serial number of the leased/rented equipment being invoiced as identified on the Vendor's contract.
- The total owed to the Vendor and the method of calculation.

7.4 Payment: Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

8. ORDER ACCEPTANCE AND LATE DELIVERY:

8.1 Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within three (3) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, **Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH.** Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within three (3) days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

8.2 Deliveries made by the Vendor shall be comprised only of contract items intended for delivery at that location and specified in the pricing pages, contract specifications or WV-39 Blanket Release Order. At no time shall property belonging ot the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the Vendor, or items left with the intention of being distributed to an alternate location.

8.3 Items ordered in error by the Agency will be returned within twenty-four (24) hours of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. 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.

8.4 **Late Delivery:** The WVDOH Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. The WVDOH Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor by no later than three (3) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

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

8.4.1 **Liquidated Damages:** If the Vendor's delivery of goods or services exceeds the agreed upon Delivery Order timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
$0	$500,000	$300
$500,000	$2,000,000	$600
$2,000,000	$10,000,000	$1,500
$10,000,000	$25,000,000	$3,000
$25,000,000		$4,000

8.4.2 **Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be per Section 4.4 of these specifications. Vendor shall include the cost of standard order mobilization charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.

9. VENDOR DEFAULT:

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

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

9.1.2 Failure to comply with other specifications and requirements contained herein.

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

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

10.2 Inspection of Equipment: During normal working hours, Vendor shall have the right to enter upon a property, within WVDOH's authority, to perform an inspection of leased/rented equipment owned by the Vendor.

10.3 Damage beyond the control of the WVDOH: The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.

10.4 Insurance: The WVDOH is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. The

WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.

10.5 **Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.

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

10.7 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. **Failure to supply such reports may be grounds for cancellation of this Contract.**

10.8 **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: Michael Leahy
Telephone Number: (330) 922-3630
Fax Number: (330) 922-8070
Email Address: djlmaterial@yahoo.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR
6622C026
ATT B - Information Form

Vendor Name: DJL Material & Supply, Inc.

Vendor shall identify source locations (physical 911 address) where Contract Items will be provided from upon contract award. Bids submitted without ATT B will be disqualified.
Please duplicate this page if listing additional source locations.

Vendor Source Location
4361 State Road
Peninsula, OH 44264
Vendor Source Location
Vendor Source Location

Vendor shall also indicate below whether it will provide Contract Items Statewide, by District, or County by placing an "X" in the appropriate area(s) below.
PRICING SHALL BE CONSIDERED THE SAME FOR ALL LOCATIONS.

[X] STATEWIDE

District 1	District 2	District 3	District 4	District 5
[ ] Boone	[ ] Cabell	[ ] Calhoun	[ ] Doddridge	[ ] Berkeley
[ ] Clay	[ ] Lincoln	[ ] Jackson	[ ] Harrison	[ ] Grant
[ ] Kanawha	[ ] Logan	[ ] Pleasants	[ ] Marion	[ ] Hampshire
[ ] Mason	[ ] Mingo	[ ] Ritchie	[ ] Monongalia	[ ] Hardy
[ ] Putnam	[ ] Wayne	[ ] Roane	[ ] Preston	[ ] Jefferson
		[ ] Wirt	[ ] Taylor	[ ] Mineral
		[ ] Wood		[ ] Morgan

District 6	District 7	District 8	District 9	District 10
[ ] Brooke	[ ] Barbour	[ ] Pendleton	[ ] Fayette	[ ] McDowell
[ ] Hancock	[ ] Braxton	[ ] Pocahontas	[ ] Greenbrier	[ ] Mercer
[ ] Marshall	[ ] Gilmer	[ ] Randolph	[ ] Monroe	[ ] Raleigh
[ ] Ohio	[ ] Lewis	[ ] Tucker	[ ] Nicholas	[ ] Wyoming
[ ] Tyler	[ ] Upshur		[ ] Summers	
[ ] Wetzel	[ ] Webster			

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

ASPHALT, PAVEMENT, & CONCRETE EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Asphalt Distributors, Recyclers, & Milling Equipment	**Asphalt Distributor:** Truck mounted / Spray bar					
	Asphalt Cold Milling Machine: Wirtgen W60 Ri or similar					
	Asphalt Cold Milling Machine: Wirtgen W120 Ri or similar					
	Asphalt Recycler/Soil Stabilizer: No less than 12" cutting depth range / BOMAG MPH 364 R-2 or					
	Asphalt Recycler Attachment: Endloader bucket, mounted / Asphalt grinder-recycle attachment / Minimum 185 hp 8,500 lb. wt. / Capable of grinding and remixing up to 12 in. deep and 48 in. wide pavement and base.					
	Asphalt Recycler: Hydraulic control panel / Hydraulically controlled loading chute / Minimum 12 in. load opening / KM T-2 or similar					
	Asphalt Recycler: Self loading / Stepp SRM 10 x 120 or similar					
	Concrete Bucket: 1 1/2 yds.					
	Concrete Bucket: 1 yd.					
	Concrete Bucket: 2 yds.					
	Concrete Mixer: 6 Cubic ft. / Tow behind					
	Concrete Mixer: 9 Cubic ft. / Tow behind					
	Concrete Saw: 10-13 HP / Self propelled					
	Concrete Saw: 11-14 HP					
	Concrete Saw: 18-19 HP / Self propelled					
	Concrete Saw: 20-29 HP / Self propelled					
	Concrete Saw: 30-39 HP / Self propelled					
	Concrete Saw: 60-69 HP / Self propelled					
	Concrete Saw: Over 69 HP / Self propelled					
	Road Widener: Self propelled / 0-14 ft working width / Enclosed cab / Washdown system /					
	Shoulder Maintainer: w/G (min. 67 HP) or w/D (min. 46 HP) / asphalt or stone width / 1' to 6' and 6" to 12" depth					
Asphalt Pavers -Hot Mix	**Asphalt Paver:** Rubber-tired Paver < 125 HP					
	Asphalt Paver: Track Paver > 125 HP					
Crack Sealing Equipment	**Crack Sealer:** Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features and 70 CFM Compressor	$1,500.00	$2,200.00	$3,240.00	N/C	N/C
	Crack Sealer: Trailer mounted / Doubler boiler type / Poly Patcher II or equivalent	$1,500.00	$2,400.00	$4,000.00	N/C	N/C
	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features and 53.8 CFM Compressor	$1,500.00	$2,200.00	$3,100.00	N/C	N/C
	Crack Sealer: 3 Cylinder / Tandem Dual 2 Axle / Vat. Cap 200 Gal. Double boiler type tank - opening 16 ft. x 24 ft. / Maximum heat input - Diesel 290,000 BTU / Full sweep mixer with 2 horizontal paddles	$1,500.00	$2,200.00	$3,240.00	N/C	N/C
	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features	$1,500.00	$2,200.00	$3,240.00	N/C	N/C
	Crack Sealer: Trailer mounted / Double drum / 100-125 GLN Diesel	$1,500.00	$2,200.00	$3,240.00	N/C	N/C
Mixers	**Mortar Mixer:** 6 Cubic ft / 5 HP					
	Mortar Mixer: 9 Cubic ft					

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Business Organization Detail

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CRAFCO, INC.

Organization Information

Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C | Corporation	2/10/2025		2/10/2025	Foreign	Profit			

Organization Information

Business Purpose		Capital Stock	
Charter County		Control Number	9BATU
Charter State	AZ	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses

Type	Address
Notice of Process Address	C T CORPORATION SYSTEM 5098 WASHINGTON ST. W., STE 407 CHARLESTON, WV, 25313-1561 USA
Principal Office Address	2829 LAKELAND DRIVE, SUITE 2000 FLOWOOD, MS, 39232 USA
Type	**Address**

Officers

Type	Name/Address
Director	FOR ADDITIONAL OFFICERS PLEASE SEE IMAGES
President	PATRICK NATION *2829 LAKELAND DR. STE 2000* FLOWOOD, MS, 39232 USA
Secretary	KATHRYN W. STONE 2829 LAKELAND DR. STE 2000 FLOWOOD, MS, 39232 USA
Treasurer	KENNETH E. HODGES 2829 LAKELAND DR. STE 2000 FLOWODD, MS, 39232 USA
Vice-President	ALAN L. WALL (EXECUTIVE VP & CFO) 2829 LAKELAND DRIVE, SUITE 2000 FLOWOOD, MS, 39232 USA
Type	**Name/Address**

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For more information, please contact the Secretary of State's Office at 304-558-8000.

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Crafco Inc. ×

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COMPLIANCE VERIFICATION CHECKLIST
FOR REQUISITION SUBMISSION

Purchasing Division Use: Buyer: J. ESTEP Date: 4/3/25 Solicitation No. CMA DOT 25 *26	Agency: WVDOT/DOH
	Procurement Officer Submitting Requisition: Amber Heath
	Requisition No. CMA DOT2500000026
	PF No.: 1663965

This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	☑	☐	☑	☐
2	Use of correct specification template	☑	☐	☑	☐
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	☑	☐	☑	☐
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	☑	☐	☑	☐
5	Maximum budgeted amount in *wv*OASIS	☑	☐	☑	☐
6	Suggested vendors in *wv*OASIS	☑	☐	☑	☐
7	Capitol Building Commission pre-approval	☐	☐	☑	☐
8	Financing (Governor's Office) pre-approval	☐	☐	☑	☐
9	Fleet Management Division pre-approval	☐	☐	☑	☐

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	☐	☐	☑	☐
	Automobile Liability	☐	☐	☑	☐
	Workers' Compensation/Employer's Liability	☐	☐	☑	☐
	Cyber Liability	☐	☐	☑	☐
	Builder's Risk/Installation Floater	☐	☐	☑	☐
	Professional Liability	☐	☐	☑	☐
	Other (specify)	☐	☐	☑	☐
11	Office of Technology CIO pre-approval	☐	☐	☑	☐
12	Treasurer's Office (banking) pre-approval	☐	☐	☑	☐

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	☑	☑	☐	☑
2	Standard change order language	☑	☑	☐	☑
3	Office of Technology CIO approval	☐	☐	☑	☐
4	Justification for price increases/backdating/other	☐	☐	☑	☐
5	Bond Rider (Construction)	☐	☐	☑	☐
6	Secretary of State Verification	☑	☑	☐	☑
7	State debarment verification	☑	☑	☐	☑
8	Federal debarment verification	☑	☑	☐	☑

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: ______________________