



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: 09-19-2022

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 0085 DOT2300000015 1	Procurement Folder:	1072929
Document Name:	BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE	Reason for Modification:	
Document Description:	BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-03-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000197799 KORMAN SIGNS INC 3029 LINCOLN AVE HENRICO VA 23228 US Vendor Contact Phone: 800-296-6050 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Bruce F Miller Requestor Phone: (304) 558-9454 Requestor Email: bruce.f.miller@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV 25305-0430 US	DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - EXPRESSWAY SIGN MAINT. STORAGE YARD 650 COURT ST CHARLESTON WV 25301 US

9-20-22 BOT

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

JE 9/19/22

PURCHASING DIVISION AUTHORIZATION
DATE: 9-20-22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 9/23/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 9-23-2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Korman Signs 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 Breakaway Sign Supports and Associated Hardware per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 08/04/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	30102903			EA	107.000000
	Service From	Service To			

Commodity Line Description: S4X7.7 STUB POST

Extended Description:

S4X7.7 STUB POST

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	30102903			EA	107.000000
	Service From	Service To			

Commodity Line Description: S4X7.7 STUB POST W/ FLAT CONNECTION AND LEFT HAND SLOT PLATE

Extended Description:

S4X7.7 STUB POST W/ FLAT CONNECTION AND LEFT HAND SLOT PLATE BEVEL

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	30102903			EA	150.000000
	Service From	Service To			

Commodity Line Description: W6X12 STUB POST

Extended Description:

W6X12 STUB POST

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	30102903			EA	250.000000
	Service From	Service To			

Commodity Line Description: W8X18 STUB POST

Extended Description:

W8X18 STUB POST

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	30102903			EA	335.000000
	Service From	Service To			

Commodity Line Description: W10X22 STUB POST

Extended Description:
W10X22 STUB POST

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	30102903			LF	35.300000
	Service From	Service To			

Commodity Line Description: S4X7.7 SIGN SUPPORT (TOPS ONLY)

Extended Description:
S4X7.7 SIGN SUPPORT (TOPS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	30102903			LF	36.200000
	Service From	Service To			

Commodity Line Description: S4X7.7 SIGN SUPPORT (BOTTOMS ONLY)

Extended Description:
S4X7.7 SIGN SUPPORT (BOTTOMS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	30102903			LF	37.100000
	Service From	Service To			

Commodity Line Description: S4X7.7 SIGN SUPPORT (COMPLETE POST)

Extended Description:
S4X7.7 SIGN SUPPORT (COMPLETE POST)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	30102903			LF	39.150000
	Service From	Service To			

Commodity Line Description: S4X7.7 SS W/ FLAT CONNECTION & LH SLOT PLATE BEVEL (BO)

Extended Description:
S4X7.7 SIGN SUPPORT W/ FLAT CONNECTION AND LEFT HAND SLOT PLATE BEVEL (BOTTOMS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	30102903			LF	39.150000
	Service From	Service To			

Commodity Line Description: S4X7.7 SS W/ FLAT CONNECTION & LH SLOT PLATE BEVEL (CP)

Extended Description:

S4X7.7 SIGN SUPPORT W/ FLAT CONNECTION AND LEFT HAND SLOT PLATE BEVEL (COMPLETE POST)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	30102903			EA	49.000000
	Service From	Service To			

Commodity Line Description: S4X7.7 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FAB

Extended Description:

S4X7.7 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	30102903			EA	40.300000
	Service From	Service To			

Commodity Line Description: S4X7.7 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FAB

Extended Description:

S4X7.7 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	30102903			LF	55.000000
	Service From	Service To			

Commodity Line Description: W6X12 SIGN SUPPORT (TOPS ONLY)

Extended Description:

W6X12 SIGN SUPPORT (TOPS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	30102903			LF	59.100000
	Service From	Service To			

Commodity Line Description: W6X12 SIGN SUPPORT (BOTTOMS ONLY)

Extended Description:

W6X12 SIGN SUPPORT (BOTTOMS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	30102903			LF	57.100000
	Service From	Service To			

Commodity Line Description: W6X12 SIGN SUPPORT (COMPLETE POST)

Extended Description:
W6X12 SIGN SUPPORT (COMPLETE POST)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	30102903			EA	65.300000
	Service From	Service To			

Commodity Line Description: W6X12 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRIC

Extended Description:
W6X12 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	30102903			EA	64.200000
	Service From	Service To			

Commodity Line Description: W6X12 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FAB

Extended Description:
W6X12 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	30102903			LF	82.540000
	Service From	Service To			

Commodity Line Description: W8X18 SIGN SUPPORT (TOPS ONLY)

Extended Description:
W8X18 SIGN SUPPORT (TOPS ONLY)
BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	30102903			LF	88.700000
	Service From	Service To			

Commodity Line Description: W8X18 SIGN SUPPORT (BOTTOMS ONLY)

Extended Description:
W8X18 SIGN SUPPORT (BOTTOMS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	30102903			LF	85.600000
	Service From	Service To			

Commodity Line Description: W8X18 SIGN SUPPORT (COMPLETE POST)

Extended Description:
W8X18 SIGN SUPPORT (COMPLETE POST)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	30102903			EA	93.150000
	Service From	Service To			

Commodity Line Description: W8X18 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRIC

Extended Description:
W8X18 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	30102903			EA	92.750000
	Service From	Service To			

Commodity Line Description: W8X18 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FAB

Extended Description:
W8X18 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	30102903			LF	98.800000
	Service From	Service To			

Commodity Line Description: W10X22 SIGN SUPPORT (TOPS ONLY)

Extended Description:
W10X22 SIGN SUPPORT (TOPS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	30102903			LF	108.400000
	Service From	Service To			

Commodity Line Description: W10X22 SIGN SUPPORT (BOTTOMS ONLY)

Extended Description:
W10X22 SIGN SUPPORT (BOTTOMS ONLY)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	30102903			LF	104.600000
	Service From	Service To			

Commodity Line Description: W10X22 SIGN SUPPORT (COMPLETE POST)

Extended Description:

W10X22 SIGN SUPPORT (COMPLETE POST)

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	30102903			EA	113.800000
	Service From	Service To			

Commodity Line Description: W10X22 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FAB

Extended Description:

W10X22 BOTTOM SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	30102903			EA	113.000000
	Service From	Service To			

Commodity Line Description: W10X22 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FAB

Extended Description:

W10X22 COMPLETE SIGN SUPPORT, BASE & HINGE MATERIALS AND FABRICATION

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	30102903			EA	6.600000
	Service From	Service To			

Commodity Line Description: KEEPER PLATE S4X7.7

Extended Description:

KEEPER PLATE S4X7.7

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	30102903			EA	6.700000
	Service From	Service To			

Commodity Line Description: KEEPER PLATE W6X12

Extended Description:

KEEPER PLATE W6X12

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	30102903			EA	6.800000
	Service From	Service To			

Commodity Line Description: KEEPER PLATE W8X18

Extended Description:
KEEPER PLATE W8X18

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	30102903			EA	7.150000
	Service From	Service To			

Commodity Line Description: KEEPER PLATE W10X22

Extended Description:
KEEPER PLATE W10X22

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	30102903			EA	8.920000
	Service From	Service To			

Commodity Line Description: HINGE PLATE S4X7.7

Extended Description:
HINGE PLATE S4X7.7

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	30102903			EA	9.650000
	Service From	Service To			

Commodity Line Description: HINGE PLATE W6X12

Extended Description:
HINGE PLATE W6X12

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	30102903			EA	16.300000
	Service From	Service To			

Commodity Line Description: HINGE PLATE W8X18

Extended Description:
HINGE PLATE W8X18
BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	30102903			EA	22.500000
	Service From	Service To			

Commodity Line Description: HINGE PLATE W10X22

Extended Description:
HINGE PLATE W10X22

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	30102903			EA	2.400000
	Service From	Service To			

Commodity Line Description: BRASS SHIMS 0.012

Extended Description:
BRASS SHIMS 0.012

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	30102903			EA	2.400000
	Service From	Service To			

Commodity Line Description: BRASS SHIMS 0.032

Extended Description:
BRASS SHIMS 0.032

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	31160000			EA	1.200000
	Service From	Service To			

Commodity Line Description: 1/2" X 1 3/4" HEAVY HEX BOLT

Extended Description:
1/2" X 1 3/4" HEAVY HEX BOLT

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	31160000			EA	1.500000
	Service From	Service To			

Commodity Line Description: 1/2" X 2 1/2" HEAVY HEX BOLT

Extended Description:
1/2" X 2 1/2" HEAVY HEX BOLT

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
40	31160000			EA	1.350000
	Service From	Service To			

Commodity Line Description: 1/2" BEVEL WASHER

Extended Description:
1/2" BEVEL WASHER

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	31160000			EA	0.600000
	Service From	Service To			

Commodity Line Description: 1/2" HEAVY HEX NUT

Extended Description:
1/2" HEAVY HEX NUT

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	31160000			EA	0.400000
	Service From	Service To			

Commodity Line Description: 1/2" STRUCTURAL FLAT WASHER

Extended Description:
1/2" STRUCTURAL FLAT WASHER

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	31160000			EA	1.980000
	Service From	Service To			

Commodity Line Description: 5/8" X 2 3/4" HEAVY HEX BOLT

Extended Description:
5/8" X 2 3/4" HEAVY HEX BOLT

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	31160000			EA	0.820000
	Service From	Service To			

Commodity Line Description: 5/8" HEAVY HEX NUT

Extended Description:
5/8" HEAVY HEX NUT

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	31160000			EA	0.880000
	Service From	Service To			

Commodity Line Description: 5/8" STRUCTURAL FLAT WASHER

Extended Description:
5/8" STRUCTURAL FLAT WASHER

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	31160000			EA	2.800000
	Service From	Service To			

Commodity Line Description: 3/4" X 3 1/2" HEAVY HEX BOLTS

Extended Description:
3/4" X 3 1/2" HEAVY HEX BOLTS

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	31160000			EA	2.350000
	Service From	Service To			

Commodity Line Description: 3/4" X 2 1/4" HEAVY HEX BOLTS

Extended Description:
3/4" X 2 1/4" HEAVY HEX BOLTS

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	31160000			EA	1.200000
	Service From	Service To			

Commodity Line Description: 3/4" HEAVY HEX NUTS

Extended Description:
3/4" HEAVY HEX NUTS

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	31160000			EA	1.080000
	Service From	Service To			

Commodity Line Description: 3/4" STRUCTURAL FLAT WASHER

Extended Description:
3/4" STRUCTURAL FLAT WASHER

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	31160000			EA	2.600000
	Service From	Service To			

Commodity Line Description: 7/8" X 2 1/4" HEAVY HEX BOLTS

Extended Description:
7/8" X 2 1/4" HEAVY HEX BOLTS

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	31160000			EA	1.640000
	Service From	Service To			

Commodity Line Description: 7/8" HEAVY HEX NUTS

Extended Description:
7/8" HEAVY HEX NUTS

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	31160000			EA	1.240000
	Service From	Service To			

Commodity Line Description: 7/8" STRUCTURAL FLAT WASHER

Extended Description:
7/8" STRUCTURAL FLAT WASHER

BREAKAWAY SIGN SUPPORTS AND ASSOCIATED HARDWARE

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 six (6) months. 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 _____ 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 seven (7) successive (6 months) 1/2 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 a 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.

☐☐☐☐

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: \$ 1,000,000.00 per occurrence.

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

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

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

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

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

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

☒ **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) John Murray, Executive Vice President

(Printed Name and Title) John Murray, Executive Vice President

(Address) 3029 Lincoln Avenue, Henrico, VA 23228

(Phone Number) / (Fax Number) 804-262-6050 804-261-1040

(email address) websales@kormansigns.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.

Korman Signs Inc

(Company) Dale McDonough Executive Vice President

(Authorized Signature) (Representative Name, Title)
Dale McDonough Executive Vice President 8-4-22

(Printed Name and Title of Authorized Representative) (Date)
804-262-6050 804-261-1040

(Phone Number) (Fax Number)

(Email Address)

**REQUEST FOR QUOTATION
BREAKAWAY SIGN SUPPORTS**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) to establish an open-end contract for Breakaway Sign Supports to be used in the installation of highway signing.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation response.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“ASTM”** means American Society for Testing and Materials, which is an organization that develops technical standards for a wide range of materials, products, systems and services.
 - 2.5 **“AASHTO”** means American Association of State and Highway Transportation Officials.

3. GENERAL REQUIREMENTS:

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

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

3.1.1 Breakaway Sign Supports

**REQUEST FOR QUOTATION
BREAKAWAY SIGN SUPPORTS**

- 3.1.1.1** Materials and fabrication shall conform to the WVDOH Standard Specifications for Roads and Bridges, adopted 2017, and the Supplemental Specifications dated January 1, 2021~~2022~~. ~~All structural steel shall conform to ASTM A-572, Grade 50. All galvanizing shall conform to ASTM 123.~~ Beams shall be standard wide flange shapes fabricated from steel conforming to ASTM A36 or ASTM A572 Grade 50. Steel conforming to ASTM A992 and dual certified to ASTM A572 Grade 50 may also be used. The beams shall be galvanized in accordance with ASTM A123. Plate steel shall be ASTM A36 and shall be galvanized in accordance to ASTM A123. Bolts and associated hardware shall conform to the following requirements. Bolts: ASTM F3125 Grade A325, Type I. Nuts: ASTM A563, Grade DH with lubricant contrasting with the color of the galvanizing. Washers: ASTM F436, Type I. All galvanized in accordance to ASTM F 2329. Keeper plates shall conform to ASTM A653, designation CS, and shall be galvanized. Thickness shall be 20 gauge. Brass shims shall be fabricated from brass shim stock or strip meeting ASTM B36.
- 3.1.1.2** Stubs and supports shall be manufactured in compliance with the "West Virginia Division of Highways' Standard Details Book Volume 2 Signing, Signals, Lighting and Marking" dated January 2019, Standard Sheets TE 1-3A and TE 1-3B
- 3.1.1.3** The Standard Specifications and Standard Details referenced in this contract may be viewed online at:
- <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx><https://transportation.wv.gov/highways/engineering/Pages/Specifications.aspx>
- <https://transportation.wv.gov/highways/engineering/Pages/Details.aspx>
- 3.1.1.4** All complete sign supports shall be furnished with hinge plates, base plate, saw cut, properly drilled holes, keeper plate, shims, and all associated hardware required for assembly at saw cut and at base. Unless otherwise noted

REQUEST FOR QUOTATION BREAKAWAY SIGN SUPPORTS

on order, complete posts shall be delivered pre-assembled at saw cut.

3.1.1.4.1 Complete sign support bid items 8, 10, 15, 20, and 25 shall include all costs, including drilled holes for the saw cut connection, associated with the complete supports except for the following:

- The additional materials (base plate components, keeper plate, shims, and base plate hardware) and fabrication associated with the support base plate.
- The additional materials (hinge plates and hardware) associated with the saw cut connection and assembly of the connection.

The costs for the above items shall be included in the appropriate bid item 12, 17, 22, and 27 based on the complete support beam size. An appropriate quantity of each of items 12, 17, 22, and/or 27 shall be included on each Release Order based on the quantity of each size complete support ordered.

3.1.1.5 All complete sign supports shall have the "ASSEMBLY NUMBER" shown on the included individual post listing written in permanent black marker on both flanges of each support. The assembly numbers shall be written in approximately 2" tall letters approximately 12 " above the base plate.

3.1.1.6 All bottom only sign support orders, which are ordered from the saw cut down only, shall be furnished with hinge plates, base plate, properly drilled holes, keeper plate, shims, and all associated hardware required for assembly at base. Saw cut hardware will not be required.

3.1.1.6.1 Bottom only sign support bid items 7, 9, 14, 19, and 24 shall include all costs, including drilled holes for the saw cut connection, associated with the bottom supports except for the following:

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- The additional materials (base plate components, keeper plate, shims, and base plate hardware) and fabrication associated with the support base plate.
- The additional materials (hinge plates) associated with the saw cut connection.

The costs for the above items shall be included in the appropriate bid item 11, 16, 21, and 26 based on the bottom support beam size. An appropriate quantity of each of items 11, 16, 21, and 26 shall be included on each Release Order based on the quantity of each size bottom only support ordered.

3.1.1.7 All top only sign support orders, which are ordered from the saw cut up only, shall be furnished with the properly drilled holes.

3.1.1.8 All stub posts shall be furnished with a base plate.

3.1.1.9 In addition to purchasing sign supports with hardware included, the Department shall have the ability to purchase additional hardware for repair purposes.

3.1.1.10 Shop drawings shall be submitted as normally required by the Division's specifications.

3.1.1.11 After the contract is awarded and prior to fabrication, shop drawings shall be submitted by email to Danny Young at the following E-mail address:
danny.g.young@wv.gov

3.1.1.12 Exceptions to Standard Details:

- Keeper plate hole diameter shall equal bolt diameter plus 1/8".
- Dimension T3 of the hinge plate as shown on sheet TE1-3A for the S4x7.7 size support shall be 1/4-inch.

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- Dimension T3 of the hinge plate as shown on sheet TE1-3A for the W6x12 size support shall be 1/4-inch.
- Dimension D3 of the hinge plate as shown on sheet TE1-3A for the S4x7.7 size support shall be 5/8-inch.
- Dimension D3 of the hinge plate as shown on sheet TE1-3A for the W6x12 size support shall be 7/8-inch.

3.1.1.13 PACKAGE QUANTITY

The following items shall be ordered in quantities of one (1) each per unit:

- Keeper plates – Shall be ordered in any quantity and may be packaged in any quantity as long as separated by size of keeper plate.
- Brass shims – Shall be ordered in any quantity and may be packaged in any quantity as long as separated by size of shim.
- Nuts, Bolts, Washers – Shall be ordered such that nuts, bolts, or washers are ordered in any quantity and may be packaged in any quantity as long as separated by size and item (nut, bolt, and washer).
- Hinge Plates
- S4x7.7 stub post, S4x7.7 stub post w/flat connection, and left-hand slot plate bevel, W6x12 stub post, W8x18 stub post and W10x22 stub post.

The following items shall be ordered in quantities of one (1) foot per unit:

- All “S4x7.7 Ssign Ssupport” items, S4x7.7 sign support w/flat connection and left hand slot bevel, all “W6x12 Ssign Ssupport” items, All “W8x18 Ssign Ssupport” items, and all “W10x22 Ssign Ssupport” items.

4. CONTRACT AWARD:

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- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in all required information. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: john.w.estep@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within forty-five (45) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Division of Highways Post Yard, 650 Court St., Charleston WV 25301. Notification of shipment from vendor shall be received a minimum of

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48 hours before delivery of material. Vendor shall contact Howard Curry at 304-546-3546 or Danny Young at 304-558-9471.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason beyond the time frame specified in 6.1 for any reason. Any such delay in delivery will be grounds for:

- (a) Cancellation of the delayed order, and/or
- (b) Obtaining the items ordered from a third party, and/or
- (c) Subjecting the Vendor to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond forty-five (45) working days ARO in the amount of \$40 until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Release Order. This penalty will be applied in cases where, in the purchasing organizations' s judgement, the reason for the delay is within control of the Vendor and/or is not sufficiently supported.

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

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

7. VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

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8. MISCELLANEOUS:

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

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

8.3 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.

- 8.3.1 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.
- 8.3.2 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.
- 8.3.3 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.
- 8.3.4 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.
- 8.3.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 8.3.6 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.
- 8.3.7 Vendor documentation for price adjustments shall be submitted to danny.g.young@wv.gov for initial review.
- 8.3.8 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.