



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

State of West Virginia Purchase Order

Order Date: 10-05-2022

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: | CPO 0803 0066 DOT2300000010 1 | Procurement Folder: | 1095272 |
| Document Name: | Gabion Baskets with Tie Wire | Reason for Modification: | Contract Document issued to memorialize changes to the vendor information due to Vendor name changes. |
| Document Description: | Gabion Baskets with Tie Wire | | |
| Procurement Type: | Central Purchase Order | | |
| Buyer Name: | John W Estep | | |
| Telephone: | 304-558-2566 | | |
| Email: | john.w.estep@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|--|
| Vendor Customer Code: VC0000112426 HANES GEO COMPONENTS PO BOX 202 WINSTON-SALEM NC 27102 US Vendor Contact Phone: 0000000000 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>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered | | | #3 | Not Entered | | | #4 | Not Entered | | | Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov 23 FILE LOCATION _____ |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #3 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #4 | Not Entered | | | | | | | | | | | | | | | | | | | | |

| 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 |

10-7-22 Bax

Purchasing Division's File Copy

Total Order Amount: \$128,642.25

ENTERED

| | | |
|--|--|--|
| PURCHASING DIVISION AUTHORIZATION DATE: 10/7/22 ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 10/13/2022 ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION DATE: Beverly Toler 10/4/22 ELECTRONIC SIGNATURE ON FILE |
|--|--|--|

Extended Description:

This contract identified as CPO DOT23*10 is created for administrative purposes only and is intended to assign contract no. CPO DOT22*39 from Johnston Morehouse Dickey Co, Vendor No. 000000159622 to Hanes Geo Components, Vendor No. VC0000112426.

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: 06/24/2022

Old procurement folder: 967141

No other changes.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 1 | 31163401 | 50.00000 | EA | 107.900000 | 5395.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 2 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 2 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 2 | 31163401 | 50.00000 | EA | 196.100000 | 9805.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 2 Gabion Basket w/ Tie Wire Size 12'x3'x3'

Extended Description:

District 2 Gabion Basket w/ Tie Wire Size 12'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 3 | 31163401 | 200.00000 | EA | 107.900000 | 21580.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 3 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 3 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 4 | 31163401 | 10.00000 | BOX | 97.000000 | 970.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 3 Hog Clips (1600 per box)

Extended Description:

District 3 Hog Clips (1600 per box)

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 5 | 31163401 | 70.00000 | EA | 107.900000 | 7553.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 6 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 6 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 6 | 31163401 | 150.00000 | EA | 78.900000 | 11835.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 9 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 7 | 31163401 | 300.00000 | EA | 107.900000 | 32370.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 9 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 8 | 31163401 | 28.00000 | EA | 68.000000 | 1904.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 9 | 31163401 | 55.00000 | EA | 78.900000 | 4339.50 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 10 | 31163401 | 168.00000 | EA | 107.900000 | 18127.20 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 11 | 31163401 | 5.00000 | EA | 157.950000 | 789.75 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 9'x3'x3'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 9'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 12 | 31163401 | 41.00000 | EA | 68.000000 | 2788.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 10 Gabion Basket w/ Tie Wire Size 6'x3'x1'

Extended Description:

District 10 Gabion Basket w/ Tie Wire Size 6'x3'x1'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 13 | 31163401 | 31.00000 | EA | 78.900000 | 2445.90 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 10 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 14 | 31163401 | 81.00000 | EA | 107.900000 | 8739.90 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 10 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| | | | |
|---------------|----------------|------------------------------|-----------|
| | Document Phase | Document Description | Page 5 |
| DOT2300000010 | Draft | Gabion Baskets with Tie Wire | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



June 24, 2022

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

To Whom It May Concern:

SUBJECT: Gabion Baskets with Tie Wire (DOT2200000039)

Hanes Geo Components has acquired Johnston-Morehouse-Dickey Company (dba JMD Company) and requests to assume the contract for the Gabion Baskets with Tie Wire (DOT2200000039) and we accept the prices, terms and conditions of the contract.

Please let me know if you need anything else.

Sincerely,

Mark Hardek
Regional Manager



JMD COMPANY
Mine and Construction Products

www.jmdcompany.com

**5401 Progress Boulevard
P.O. Box 173
Bethel Park, PA 15102
(412) 833-7100
FAX (412) 833-2338**

June 24, 2022

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0103

To Whom It May Concern:

SUBJECT: Gabion Baskets with Tie Wire (DOT2200000039)

Johnston-Morehouse-Dickey Company (dba JMD Company) was purchased by Hanes Geo Components (a Leggett & Platt Company) on December 6, 2019. Due to COVID and other delays, we were operating as JMD Company/JMD Geo Components until there was a full integration into Hanes Geo Components systems/operations. The integration is now complete.

JMD Company/JMD Geo Components is authorizing Hanes Geo Components to assume the established contract for the Gabion Baskets with Tie Wire (DOT2200000039).

Please let me know if you need anything else.

Sincerely,

Daniel R. Kelly



www.hanesgeo.com

Dear Valued Customer,

On December 6, 2019, JMD Company was acquired by Hanes Geo Components, a division of Leggett and Platt (an S&P 500 company). On **November 1, 2021**, JMD Company will be completing our integration over to the Hanes Geo Components operating system. We will no longer be doing business under the JMD Company or JMD Geo Components names. In the coming months, you will see the above logo, and our new work order, packing slip, invoice and statement format. However, you will continue to remit to the same Bethel Park, PA mailing address until further notice. Please keep an eye out for these important changes to come.

The name is changing, but what will not change is our wide selection of in-stock drainage, erosion control and geosynthetic products. Our knowledgeable sales and customer service representatives will still be here to provide you with the most cost-effective products and solutions for all your site specific requirements. Our logistics team will continue the on-time delivery that you have come to expect over the past 30 years. Our new product procurement team will now source domestically and globally to help navigate through the current supply chain issues.

Thank you for your continued support and always remember, we are here to help ensure the success of your next project.

If you have questions concerning any of the above, please feel free to contact us at 412-833-7100.



5401 Progress Blvd.
P.O. Box 173
Bethel Park, PA 15102
Ph: 412-833-7100



JMD COMPANY
Mine and Construction Products

www.jmdcompany.com

**5401 Progress Boulevard
P.O. Box 173
Bethel Park, PA 15102
(412) 833-7100
FAX (412) 833-2338**

June 24, 2022

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0103

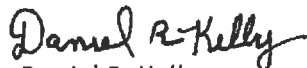
To Whom It May Concern:

SUBJECT: Gabion Baskets with Tie Wire (DOT2200000039)

Johnston-Morehouse-Dickey Company (dba JMD Company) was acquired by Hanes Geo Components (a Leggett & Platt Company) and is authorizing them to acquire the contract for the Gabion Baskets with Tie Wire (DOT2200000039).

Please let me know if you need anything else.

Sincerely,


Daniel R. Kelly



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

State of West Virginia
Purchase Order

Order Date: 03-14-2022

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: | CPO 0803 0066 DOT2200000039 1 | Procurement Folder: | 967141 |
| Document Name: | Gablon Baskets with Tie Wire | Reason for Modification: | |
| Document Description: | Gablon Baskets with Tie Wire | | |
| Procurement Type: | Central Purchase Order | | |
| Buyer Name: | John W Estep | | |
| Telephone: | 304-558-2566 | | |
| Email: | john.w.estep@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|---|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|---|
| Vendor Customer Code: 000000159622 JOHNSTON MOREHOUSE DICKEY CO 6010 MACCORKLE AVE SAINT ALBANS WV 25177 US Vendor Contact Phone: 999-999-9999 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>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered | | | #3 | Not Entered | | | #4 | Not Entered | | | Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov 22 FILE LOCATION <u>47070</u> |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #3 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #4 | Not Entered | | | | | | | | | | | | | | | | | | | | |

| 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 |

3-15-22 Bar

Total Order Amount: \$128,642.25

Purchasing Division's File Copy

JE 3/14/22

| | | |
|---|--|---|
| PURCHASING DIVISION AUTHORIZATION DATE: <u>3/14/2022</u> ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>3/14/2022</u> ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION DATE: <u>3/18/2022</u> ELECTRONIC SIGNATURE ON FILE |
|---|--|---|

3/18/2022

ENTERED

Extended Description:

The Vendor, Johnston Morehouse Dickey Company, agrees to enter with the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), into a contract for the one-time purchase of Gabion Baskets with Tie Wire, per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 03/01/2022 incorporated herein by reference and made apart hereof.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 1 | 31163401 | 50.00000 | EA | 107.900000 | 5395.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 2 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 2 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 2 | 31163401 | 50.00000 | EA | 196.100000 | 9805.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 2 Gabion Basket w/ Tie Wire Size 12'x3'x3'

Extended Description:

District 2 Gabion Basket w/ Tie Wire Size 12'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 3 | 31163401 | 200.00000 | EA | 107.900000 | 21580.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 3 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 3 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 4 | 31163401 | 10.00000 | BOX | 97.000000 | 970.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 3 Hog Clips (1600 per box)

Extended Description:

District 3 Hog Clips (1600 per box)

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 5 | 31163401 | 70.00000 | EA | 107.900000 | 7553.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 6 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 6 Gabion Basket w/ Tie Wire Size 6'x3'x3'



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

State of West Virginia Purchase Order

Order Date: 03-14-2022

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: | CPO 0803 0066 DOT2200000039 1 | Procurement Folder: | 967141 |
| Document Name: | Gabion Baskets with Tie Wire | Reason for Modification: | |
| Document Description: | Gabion Baskets with Tie Wire | | |
| Procurement Type: | Central Purchase Order | | |
| Buyer Name: | John W Estep | | |
| Telephone: | 304-558-2566 | | |
| Email: | john.w.estep@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|---|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|---|
| Vendor Customer Code: 000000159622 JOHNSTON MOREHOUSE DICKEY CO 6010 MACCORKLE AVE SAINT ALBANS WV 25177 US Vendor Contact Phone: 999-999-9999 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>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered | | | #3 | Not Entered | | | #4 | Not Entered | | | Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov 22 FILE LOCATION <u>47070</u> |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #3 | Not Entered | | | | | | | | | | | | | | | | | | | | |
| #4 | Not Entered | | | | | | | | | | | | | | | | | | | | |

| 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 |

3-15-22 Bar

Total Order Amount:

\$128,642.25

Purchasing Division's File Copy

ENTERED

JE 3/14/22

PURCHASING DIVISION AUTHORIZATION

DATE: Tavares 3/14/2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 3/18/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 3/18/2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Johnston Morehouse Dickey Company, agrees to enter with the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), into a contract for the one-time purchase of Gabion Baskets with Tie Wire, per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 03/01/2022 incorporated herein by reference and made apart hereof.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 1 | 31163401 | 50.00000 | EA | 107.900000 | 5395.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 2 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 2 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 2 | 31163401 | 50.00000 | EA | 196.100000 | 9805.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 2 Gabion Basket w/ Tie Wire Size 12'x3'x3'

Extended Description:

District 2 Gabion Basket w/ Tie Wire Size 12'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 3 | 31163401 | 200.00000 | EA | 107.900000 | 21580.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 3 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 3 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 4 | 31163401 | 10.00000 | BOX | 97.000000 | 970.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 3 Hog Clips (1600 per box)

Extended Description:

District 3 Hog Clips (1600 per box)

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 5 | 31163401 | 70.00000 | EA | 107.900000 | 7553.00 |
| Service From | Service To | Manufacturer | Model No | | |

Commodity Line Description: District 6 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 6 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 6 | 31163401 | 150.00000 | EA | 78.900000 | 11835.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 9 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 7 | 31163401 | 300.00000 | EA | 107.900000 | 32370.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 9 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|-------------|
| 8 | 31163401 | 28.00000 | EA | 68.000000 | 1904.00 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|-------------|
| 9 | 31163401 | 55.00000 | EA | 78.900000 | 4339.50 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|-------------|
| 10 | 31163401 | 168.00000 | EA | 107.900000 | 18127.20 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 6'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 11 | 31163401 | 5.00000 | EA | 157.950000 | 789.75 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 4 Gabion Basket w/ Tie Wire Size 9'x3'x3'

Extended Description:

District 4 Gabion Basket w/ Tie Wire Size 9'x3'x3'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 12 | 31163401 | 41.00000 | EA | 68.000000 | 2788.00 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 10 Gabion Basket w/ Tie Wire Size 6'x3'x1'

Extended Description:

District 10 Gabion Basket w/ Tie Wire Size 6'x3'x1'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|------------|-------------|
| 13 | 31163401 | 31.00000 | EA | 78.900000 | 2445.90 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: District 10 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x1.5'

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 14 | 31163401 | 81.00000 | EA | 107.900000 | 8739.90 |
| Service From | Service To | Manufacturer | Model No | | |
| | | | | | |

Commodity Line Description: District 10 Gabion Basket w/ Tie Wire Size 6'x3'x3'

Extended Description:

District 9 Gabion Basket w/ Tie Wire Size 6'x3'x3'

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: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, 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 _____ 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached _____
Revised 07/01/2021

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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **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: _____ 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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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.

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

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.

Daniel R Kelly Mgr.
(Name, Title)
Daniel R Kelly Mgr.
(Printed Name and Title)
6010 MacCorkle Ave. Saint Albans, WV 25177
(Address)
304-766-7404 / 304-766-7406
(Phone Number) / (Fax Number)
dan.kelly@hancscompanies.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

(Company)
Daniel R Kelly Mgr.
(Authorized Signature) (Representative Name, Title)
Daniel R Kelly Mgr.
(Printed Name and Title of Authorized Representative)
2/28/2022
(Date)
304-766-7404 / 304-766-7406
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish a contract for the one-time purchase of Gabion Baskets with Tie Wire for use at WVDOH Project sites throughout the State of West Virginia.

- 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 “ASTM”** means the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services (formerly known as American Society for Testing and Materials). Reference: www.astm.org.
 - 2.2 “Contract Item” or “Contract Items”** - means the list of items identified in Section 3.
 - 2.3 “Contractor” or “Vendor”** - interchangeably used throughout this Solicitation and 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.
 - 2.4 “FOB” or “Free 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.
 - 2.5 “MCS&T”** means the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>.
 - 2.6 “Pricing Pages”** - means the pages, contained in wvOASIS, or attached hereto as **Attachment A (ATT A) “Pricing Pages”**, upon which Vendor should list its proposed price for the Contract Services and will be used to evaluate the solicitation responses.

**REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire**

- 2.7** **“Solicitation”** – means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.8** **“Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.9** **“WVDOH” or “Agency”** – means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1** 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.

Materials, equipment, and performance of this contract shall conform, but is not limited to, the requirements of Sections 715.23, 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 B (ATT B) Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/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

**REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire**

- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in the 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.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.

3.3.1 Gabion Baskets with Tie Wire, Contract Items 1 through 5, shall be in accordance with Standard Spec Section 715.23 and shall be manufactured from an Approved Source. Tie wire shall be included in the Gabion Basket bid price and shall not be bid separately. Tie wire must comply with Standard Specs Section 715.23. Bid price shall be per each gabion basket with tie wire.

3.3.1.1 Approved Source: Only Gabion Basket sources approved by the WVDOH, which are in effect at the time of bid submission, are eligible for award. Please review WVDOH, MCS&T Approved Sources for Gabion Baskets at:
http://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx, Subsection titled 715.023.001 - Gabion Basket Producers.

The Approved Source List establishes a list of sources that have met the acceptable level of quality as required by Section 715.23 of the Standard Specs and is not intended to reflect a preference or favor any Source or Vendor. Any Source or Vendor meeting the established level of quality may be added to the Approved Source List for future purposes. Procedures to be added to the Approved Source List may be obtained by contacting the WVDOH, MCS&T at 304-558-3160.

**REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire**

3.3.2 Hog Rings, Contract Item 6, also known as C Clips, must comply with the fastener requirements described in Standard Specs Section 715.23. Boxes shall include 1600 Hog Rings, sectioned into strips of 40 Hog Rings per strip. Tie Wire shall still be provided with the Gabion Baskets, as per Section 3.2.1, in addition to Hog Rings, where applicable. Hog Rings shall be bid per box.

3.4 Contract Coordinator for Delivery and Invoicing

The Vendor shall work directly with the Operations Division, Contract Coordinator listed below. The Contract Coordinator will be the single point of contact for coordinating and scheduling deliveries as well as all invoicing issues. Vendor shall coordinate deliveries and provide a 24-hour advanced notice to allow sufficient time for District Personnel availability. Delivery confirmation documentation shall be provided to the Contract Coordinator. Invoices shall be provided for each District delivery and must match the final purchase order.

Contract Coordinator:

Name: Careasa Nichols
Email: DOHOperationsProcurement@wv.gov
Phone: 304-414-3212

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides all requested Contract Items on the Pricing Pages meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages, Attachment A (ATT A):** Vendor shall complete the Pricing Pages by providing a bid price for each contract item shown on the Pricing Pages, Attachment A (ATT A). Bid Price shall include delivery FOB to WVDOH locations as specified on Exhibit 1 (EXH 1) Deliveries to District Locations. Vendor must complete the Pricing Pages in full as failure to complete the Pricing Pages in its entirety will result in Vendor's bid being disqualified.

**REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire**

4.2.1 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.

4.2.2 Changing the Contract Item Descriptions, Units of Measure, Quantities or shipping locations on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of the entire bid. Submitting Pricing Pages except those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of all Contract Items bid on the erroneous Pricing Pages.

4.3 Deliveries to District Locations, Exhibit 1 (EXH 1): Vendor shall deliver contract items in the quantities shown on Exhibit 1, to each of the six (6) WVDOH District Delivery Addresses identified on Exhibit 1. As per Section 6.4 of these Contract Specifications, delivery shall be F.O.B. destination. Vendor should factor shipping/delivery expenses into their bid price, as shipping expense will not be paid separately.

5. INVOICING AND PAYMENT:

5.1 Invoicing: Following completion of delivery and acceptance by the WVDOH, the Vendor shall remit their invoice to the following address:

WV Division of Highways
Operations Division
Building 5, Room A-350
1900 Kanawha Boulevard, East
Charleston, WV 25305

5.2 Payment: Upon completion of the work indicated on this contract, 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.

REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire

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 15 (fifteen) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at locations and quantities designated on **Exhibit 1 (EXH 1), Deliveries to District Locations**.

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

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

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/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.

Deliveries made by the vendor shall be comprised only of contract items intended for delivery at that location and specified in the Pricing Pages – Attachment A (ATT A), Deliveries to District Locations - Exhibit 1 (EXH 1), contract specifications or WV-39 Blanket Release Order. At no time shall property belonging to 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.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified those 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.

REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire

- 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.

8. MISCELLANEOUS:

- 8.1 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 in this Contract.

REQUEST FOR QUOTATION
Gabion Baskets with Tie Wire

- 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 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: Daniel R Kelly
Telephone Number: 304-766-7404
Fax Number: 304-766-7406
Email Address: dan.kelly@hanescompanies.com