



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

# State of West Virginia Purchase Order

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

Order Date: 01-23-2024

Order Number:	CPO 0403 0013 DBS2400000004 1	Procurement Folder:	1331281
Document Name:	WVSDB Various Locks and Door Hardware and Supplies	Reason for Modification:	
Document Description:	WVSDB Various Locks and Door Hardware and Supplies		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@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:	000000205730	Requestor Name:	Tabitha J Crist
LEE REGER BUILDS INC		Requestor Phone:	(304) 822-4810
One Railroad Street		Requestor Email:	tabitha.crist@k12.wv.us
SHINNSTON	WV 26431		
US			
Vendor Contact Phone:	999-999-9999 Extension:		
Discount Details:			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

**24**  
 FILE LOCATION \_\_\_\_\_

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	CENTRAL SUPPLY SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST
ROMNEY WV 26757-1894	ROMNEY WV 26757-1894
US	US

1-24-24 GC

Total Order Amount:	\$90,184.00
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Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>Mark C. [Signature]</i> 1/24/2024 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray [Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>[Signature]</i> 1-30-24 ELECTRONIC SIGNATURE ON FILE
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1/29/2024

**Extended Description:**

The vendor, Lee Reger Builds Inc., agrees to enter into the contract with the agency, The West Virginia Schools for the Deaf and the Blind, for various locks and door hardware supplies per the specifications, terms and conditions, Addendum #1 issued 12/15/2023, and the vendors submitted bid response dated 12/27/2023 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	31160000	75.00000	EA	324.000000	24300.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Passage

**Extended Description:**

Passage

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	31160000	80.00000	EA	53.000000	4240.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** FG Keyway IC

**Extended Description:**

FG Keyway IC

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	31160000	10.00000	EA	53.000000	530.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** F Keyway IC

**Extended Description:**

F Keyway IC

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	31160000	10.00000	EA	53.000000	530.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** EF Keyway IC

**Extended Description:**

EF Keyway IC

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	31160000	6.00000	EA	57.000000	342.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** FG Keyway Mortise

**Extended Description:**

FG Keyway Mortise

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	31160000	6.00000	EA	57.000000	342.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>	<b>Model No</b>		

Commodity Line Description: EF Keyway Mortise

Extended Description:  
EF Keyway Mortise

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	31160000	10.00000	EA	50.000000	500.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>	<b>Model No</b>		

Commodity Line Description: F Keyway Knob

Extended Description:  
F Keyway Knob

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	31160000	10.00000	EA	50.000000	500.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>	<b>Model No</b>		

Commodity Line Description: FG Keyway Knob

Extended Description:  
FG Keyway Knob

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	31160000	40.00000	EA	47.000000	1880.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>	<b>Model No</b>		

Commodity Line Description: G Keyway Padlock

Extended Description:  
G Keyway Padlock

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
10	31160000	75.00000	EA	465.000000	34875.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>	<b>Model No</b>		

Commodity Line Description: G Entry

Extended Description:  
G Entry

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
11	31160000	20.00000	EA	373.000000	7460.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>	<b>Model No</b>		

Commodity Line Description: Privacy

Extended Description:  
Privacy

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
12	31160000	10.00000	EA	76.000000	760.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Spring

Extended Description:  
Spring

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
13	30170000	3.00000	EA	1495.000000	4485.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Doors

Extended Description:  
Doors

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
14	30170000	3.00000	EA	429.000000	1287.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Frames

Extended Description:  
Frames

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
15	30170000	2.00000	EA	578.000000	1156.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Wood Doors

Extended Description:  
Wood Doors

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
16	31160000	20.00000	EA	53.000000	1060.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: G Keyway IC

Extended Description:  
G Keyway IC

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
17	31160000	16.00000	EA	46.000000	736.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Hinges

Extended Description:  
Hinges

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
18	31160000	3.00000	EA	132.000000	396.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Relays

Extended Description:  
Relays

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
19	30170000	1.00000	EA	1593.000000	1593.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Doors

Extended Description:  
Doors

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
20	30170000	1.00000	EA	436.000000	436.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Frame

Extended Description:  
Frame

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
21	31160000	10.00000	EA	266.000000	2660.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Perimeter Seals

Extended Description:  
Perimeter Seals

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
22	31160000	4.00000	EA	29.000000	116.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

Commodity Line Description: Rain Caps

Extended Description:  
Rain Caps

## 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 \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), 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 \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

**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.

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**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 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 per occurrence.

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

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

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

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

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

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**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](mailto: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.

(Printed Name and Title) Sheldon Raber, V.P.  
(Address) PO Box 1872, Shinnston, WV 26431  
(Phone Number) / (Fax Number) 304-592-2093 / 304-592-3920  
(Email address) sraber@lrbuildswv.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Lee Rejer Builds, Inc.

(Company)

Sheldon E. Raber

(Signature of Authorized Representative)

Sheldon E. Raber, V.P. 1/23/2024

(Printed Name and Title of Authorized Representative) (Date)

304-592-2093 / 304-592-3920

(Phone Number) (Fax Number)

sraber@lrbuildswv.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DBS24\*02**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lee Rejer Builds, Inc.  
Company

[Signature]  
Authorized Signature

12/27/2023  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## Various Door Hardware Fixtures and Supplies

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia School for the Deaf and Blind (WVSDB) is soliciting bids for the one-time purchase of various locks and door hardware supplies. WVSDB is seeking bids for all commodities listed under this solicitation.
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 various door hardware fixtures and supplies as more fully described by these specifications.
  - 2.2 **“Pricing Section”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or Exhibit A Pricing Page used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the West Virginia School for the Deaf and Blind with goods or services that is published by the Agency
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide WVSDB 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. Contract items will be used in a school facility for children with low-vision requirements. Contract items will be used for replacement of existing locks and must allow for retrofit installation.
    - 3.1.1 Schlage Passage Set, ND10S SPA 626, or equal
      - 3.1.1.1 Must allow for cylindrical lockset replacement
      - 3.1.1.2 Must be for standard backspacing
      - 3.1.1.3 Exposed surfaces must be satin chrome
    - 3.1.2 Schlage FSIC Interchangeable Core, 23-030 Schlage Classic FG keyway cores, or equal
      - 3.1.2.1 Must be 6 pin
      - 3.1.2.2 Must be for Grade 1 locksets
      - 3.1.2.3 Exposed surfaces must be 626 Satin Chrome

## **Various Door Hardware Fixtures and Supplies**

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- 3.1.3** Schlage FSIC Interchangeable Core, 23-030 Schlage Classic F keyway cores, or equal
  - 3.1.3.1** Must be 6 pin
  - 3.1.3.2** Must be for Grade 1 locksets
  - 3.1.3.3** Exposed surfaces must be 626 Satin Chrome
  
- 3.1.4** Schlage FSIC Interchangeable Core, 23-030 Schlage Classic EF keyway cores, or equal
  - 3.1.4.1** Must be 6 pin
  - 3.1.4.2** Must be for Grade 1 locksets
  - 3.1.4.3** Exposed surfaces must be 626 Satin Chrome
  
- 3.1.5** Schlage Mortise Lockset Cylinder, for FSIC Schlage Classic FG keyway, or equal
  - 3.1.5.1** Must be 6 pin
  - 3.1.5.2** Must be for Grade 1 locksets
  - 3.1.5.3** Exposed surfaces must be 626 Satin Chrome
  
- 3.1.6** Schlage Mortise Lockset Cylinder, for FSIC Schlage Classic EF keyway, or equal
  - 3.1.6.1** Must be 6 pin
  - 3.1.6.2** Must be for Grade 1 locksets
  - 3.1.6.3** Exposed surfaces must be 626 Satin Chrome
  
- 3.1.7** Bilco Key in Knob Lockset Cylinder 15995-, Schlage Classic F keyway, or equal
  - 3.1.7.1** Must be 6 pin
  - 3.1.7.2** Must be for Grade 1 lockset
  - 3.1.7.3** Exposed surfaces must be 626 Satin Chrome
  
- 3.1.8** Bilco Key in Knob Lockset Cylinder 15995-, Schlage Classic FG keyway, or equal
  - 3.1.8.1** Must be 6 pin
  - 3.1.8.2** Must be for Grade 1 lockset
  - 3.1.8.3** Exposed surfaces must be 626 Satin Chrome
  
- 3.1.9** Schlage Interchangeable Core Padlock, KS43F3200 in G keyway, or equal
  - 3.1.9.1** Must be 6 pin
  - 3.1.9.2** Must be for Grade 1 locksets
  - 3.1.9.3** Exposed surfaces must be 630 Satin Stainless Steel
  
- 3.1.10** Schlage Entry Set, ND53JD-SPA 626 FSIC interchangeable core in G keyway, or equal
  - 3.1.10.1** Must allow for cylindrical lockset replacement

## **Various Door Hardware Fixtures and Supplies**

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- 3.1.10.2** Must be for standard backspacing
  - 3.1.10.3** Exposed surfaces must be satin chrome
- 3.1.11** Schlage Privacy Set, ND44S SPA 626, or equal
  - 3.1.11.1** Must allow for cylindrical lockset replacement
  - 3.1.11.2** Must be for standard backspacing
  - 3.1.11.3** Exposed surfaces must be satin chrome
- 3.1.12** Schlage Spring latch 13-248, or equal
  - 3.1.12.1** Must be for cylindrical lockset replacement
  - 3.1.12.2** Exposed surfaces must be satin chrome
- 3.1.13** 14 gauge steel stiffened door, 3'-0"x7'-0", or equal
  - 3.1.13.1** Must be for cylindrical lockset replacement
  - 3.1.13.2** Must have polyisocyanurate insulation core
  - 3.1.13.3** Must have high frequency hinge prep for heavy weight hinges
  - 3.1.13.4** Must have A60 galvanizing
  - 3.1.13.5** Must have flush top closure panel
  - 3.1.13.6** Must be full flush welded profile
  - 3.1.13.7** Must have closure reinforcement
  - 3.1.13.8** Must prep for 4 hinges on door
- 3.1.14** 14 gauge A60 galvanized steel frame 3'-0"x7'-0", or equal
  - 3.1.14.1** Must prep for door closer
  - 3.1.14.2** Must prep for 4 hinges
  - 3.1.14.3** Must have high frequency hinge prep
  - 3.1.14.4** Must be for cylindrical lockset
  - 3.1.14.5** Must have masonry header
  - 3.1.14.6** Must have mortar fill prep hardware
  - 3.1.14.7** Must provide 4 anchors per jamb
- 3.1.15** Wood 5 ply interior solid core door 3'-0"x7'-0", or equal
  - 3.1.15.1** Must prep for door closer
  - 3.1.15.2** Must prep for cylindrical lockset
  - 3.1.15.3** Must prep for either hand
  - 3.1.15.4** Must be Birch or Red Oak
- 3.1.16** Schlage FSIC Interchangeable Core, 23-030 Schlage Classic FG keyway cores, or equal
  - 3.1.16.1** Must be 6 pin
  - 3.1.16.2** Must be for Grade 1 locksets
  - 3.1.16.3** Exposed surfaces must be 626 Satin Chrome

## Various Door Hardware Fixtures and Supplies

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**3.1.17** Ives Door Hinges, 5-BB-1-HW-SH-4.5x4.5-630, or equal

**3.1.18** BEA, Br3-X Programmable 3 relay, or equal

**3.1.18.1** Must fit existing units

**3.1.19** 14 gauge steel stiffened door, 3'-6"x7'-0", or equal

**3.1.19.1** Must be for cylindrical lockset replacement

**3.1.19.2** Must have polyisocyanurate insulation core

**3.1.19.3** Must have high frequency hinge prep for heavy weight hinges

**3.1.19.4** Must have A60 galvanizing

**3.1.19.5** Must have flush top closure panel

**3.1.19.6** Must be full flush welded profile

**3.1.19.7** Must have closure reinforcement

**3.1.19.8** Must prep for 4 hinges on door

**3.1.20** 14 gauge A60 galvanized steel frame 3'-6"x7'-0", or equal

**3.1.20.1** Must prep for door closer

**3.1.20.2** Must prep for 4 hinges

**3.1.20.3** Must have high frequency hinge prep

**3.1.20.4** Must be for cylindrical lockset

**3.1.20.5** Must have masonry header

**3.1.20.6** Must have mortar fill prep hardware

**3.1.20.7** Must provide 4 anchors per jamb

**3.1.21** Surface Mounted Perimeter Seal 870AA 4'-0"x7'-0", or equal

**3.1.22** Rain Drip Cap Zero 142AA, or equal

**3.1.22.1** Size shall match each new door frame

**3.2** All equipment must be new. No used or refurbished equipment will be considered. Any Item bid or received that does not meet the mandatory specifications will be disqualified or returned at no cost to the agency.

**3.3** Alternate "or Equal" Submission

**3.3.1** In the event the vendor submits an alternative solution; the vendor should include data sheets/ documentation confirming product identification numbers with their bid.

### **4. CONTRACT AWARD:**

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



## Various Door Hardware Fixtures and Supplies

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**4.2 Pricing Section:** Vendor should complete the Pricing Section by entering the Unit Price of the commodity line item and multiplying by the estimated quantity to provide an extended price. Bids will be evaluated based on Total Bid Amount. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

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

### 5. PAYMENT:

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

### 6. DELIVERY AND RETURN:

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 calendar days after receiving Purchase order. Occasionally, WVSDDB may request expedited orders to be delivered in less than 15 calendar days. Contract Items must be delivered to Agency at 301 East Main Street, Romney, WV, 26757, FOB Destination.

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

**3.1 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 and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all expedited orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

## Various Door Hardware Fixtures and Supplies

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**6.4 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 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:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**SOLICITATION NUMBER:** CRFQ 0403 DBS2400000002

**Addendum Number:** No.01

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to vendor submitted questions.
2. To extend bid close date until 12/27/2023 @ 1:30 PM ET. The state's ISP will be doing a network update from 6am 12/19/2023 until 6 am 12/20/2023. Vendors may experience difficulties submitting their bids through vwoasis during this time.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**RFI: Vendor Questions CRFQ DBS 24\*02 Various Locks and Doors**

**Q.1.** Would you happen to have part numbers for the items requested off Solicitation CRFQ 0403 DBS2400000002?

**A. No.**

**Q.2.** Is it necessary to bid on all of the items to be considered as a vendor (we are a door hardware wholesaler but do not supply the actual doors) If this answer is no, we need the following information:

**A. Yes. You must provide pricing for all line items.**

**Q.3.** Do you have any precise information on the Best locksets required – there are many varieties available (series, trim, color) that relate not only to the Best Access brand, but also substitutes. (items 1, 7, 8, 10, and 11)

**A. No**

**Q.4.** The listing for IC – are you looking for IC cores only? (Items 2, 3, 4, and 16)

**A. Yes. The cores need to have the springs and base pin to be keyed by a locksmith.**

**Q.5.** The listings for Mortise – are those Mortise cylinders or Mortise locksets? (Items 5 and 6)

**A. Cylinders.**

**Q.6.** Are any of the cores on above to be keyed?

**A. No.**

**Q.7.** Does the padlock (Item 9) have a specific description for requirement?

**A. No, just what the number covers**

**Q.8.** Item 12 – Spring – What is the spring for?

**A. Lockset part**

**Q.9.** Item 17 – Hinges – again, there are many varieties of hinges – what type and what size?

**A.** Item number 17 has that as part of the description on what is needed

**Q.10** Item 18 – Relays – are these for electrified hinges? What are the requirements?

**A.** These are for electrified hardware on existing doors. The item listed meets the requirements, if using another item it must meet or exceed the requirements of the part listed.

**Q.11.** Any additional information on items 21 & 22 ?

**A.** These will be used together with Items 19 and 20.

**Clarification:** Items 7 &8 should read ILCO not Bilco.



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1331281  
**Solicitation Description:** WVSDB Various Locks and Door Hardware and Supplies  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-12-27 13:30	SR 0403 ESR12272300000002971	1

**VENDOR**  
 000000205730  
 LEE REGER BUILDS INC

**Solicitation Number:** CRFQ 0403 DBS2400000002

**Total Bid:** 90184

**Response Date:** 2023-12-27

**Response Time:** 07:50:07

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Passage	75.00000	EA	324.000000	24300.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Passage

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	FG Keyway IC	80.00000	EA	53.000000	4240.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

FG Keyway IC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	F Keyway IC	10.00000	EA	53.000000	530.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

F Keyway IC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	EF Keyway IC	10.00000	EA	53.000000	530.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

EF Keyway IC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	FG Keyway Mortise	6.00000	EA	57.000000	342.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

FG Keyway Mortise



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	EF Keyway Mortise	6.00000	EA	57.000000	342.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

EF Keyway Mortise

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	F Keyway Knob	10.00000	EA	50.000000	500.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

F Keyway Knob

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	FG Keyway Knob	10.00000	EA	50.000000	500.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

FG Keyway Knob

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	G Keyway Padlock	40.00000	EA	47.000000	1880.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

G Keyway Padlock

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	G Entry	75.00000	EA	465.000000	34875.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

G Entry

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Privacy	20.00000	EA	373.000000	7460.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Privacy

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Spring	10.00000	EA	76.000000	760.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Spring

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Doors	3.00000	EA	1495.000000	4485.00

Comm Code	Manufacturer	Specification	Model #
30170000			

**Commodity Line Comments:**

**Extended Description:**

Doors

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Frames	3.00000	EA	429.000000	1287.00

Comm Code	Manufacturer	Specification	Model #
30170000			

**Commodity Line Comments:**

**Extended Description:**

Frames

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Wood Doors	2.00000	EA	578.000000	1156.00

Comm Code	Manufacturer	Specification	Model #
30170000			

**Commodity Line Comments:**

**Extended Description:**

Wood Doors

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	G Keyway IC	20.00000	EA	53.000000	1060.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

G Keyway IC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Hinges	16.00000	EA	46.000000	736.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Hinges

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Relays	3.00000	EA	132.000000	396.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Relays

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Doors	1.00000	EA	1593.000000	1593.00

Comm Code	Manufacturer	Specification	Model #
30170000			

**Commodity Line Comments:**

**Extended Description:**

Doors

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Frame	1.00000	EA	436.000000	436.00

Comm Code	Manufacturer	Specification	Model #
30170000			

**Commodity Line Comments:**

**Extended Description:**

Frame

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Perimeter Seals	10.00000	EA	266.000000	2660.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Perimeter Seals

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Rain Caps	4.00000	EA	29.000000	116.00

Comm Code	Manufacturer	Specification	Model #
31160000			

**Commodity Line Comments:**

**Extended Description:**

Rain Caps