



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

Request for Quotation

RFQ NUMBER
 DPS1222

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

*123103905 304-343-9576

VENDOR

PROBUILD
 500 PATRICK STREET
 CHARLESTON WV 25312

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 03/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		450-58	145708.18	145708.18
VARIOUS BUILDING MATERIALS OPEN-END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE BUILDING MATERIALS PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 02/14/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>D-Roh</i>	TELEPHONE 304-3439576	DATE 03/01/12
TITLE Salesman	FEIN 26-3252999	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
DPS1222

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

*123103905 304-343-9576

VENDOR

PROBUILD
 500 PATRICK STREET

 CHARLESTON WV 25312

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 03/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-343-9576	03/01/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
SaLasm	26-3252999	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFO NUMBER
DPS1222

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

*123103905 304-343-9576

ADDRESS

PROBUILD
 500 PATRICK STREET

 CHARLESTON WV 25312

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 03/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-343-9576	03/01/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Salesman	26-3252999	

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 DPS1222

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

*123103905 304-343-9576

VENDOR

PROBUILD
 500 PATRICK STREET
 CHARLESTON WV 25312

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 03/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>• PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-343-9576	DATE 03/01/12
TITLE Salesman	FEIN 26-3252999	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFO NUMBER
DPS1222

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

*123103905 304-343-9576

VENDOR

PROBUILD
 500 PATRICK STREET

 CHARLESTON WV 25312

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 03/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----DPS1222-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>D-RN</i>	TELEPHONE 304-343-9576	DATE 03/01/12
TITLE Salesman	FEIN 26-3252999	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Building Materials – Specifications

DPS 1222

I. PURPOSE AND SCOPE:

The West Virginia State Police, is soliciting bids to establish a contract for building materials. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means West Virginia State Police, or any public entity seeking to procure Eligible Items under this Contract.
2. "Catalogue" means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Eligible Items as specified herein.
4. "Discounted Unit Price" means the price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the lowest Catalogue price for an Eligible Item by the discount percentage quoted by Vendor on the Pricing Page.
5. "Eligible Item" means building materials offered from the bidder; **except for materials that are covered through an existing statewide contract, issued by the State of West Virginia Purchasing Division.**
6. "Pricing Pages" means the schedule of prices, discount percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
7. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
8. "RFQ" means the official RFQ published by the Purchasing Division and identified as DPS 1222.
9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
10. "Vendor" or "Vendors" means the successful bidder(s).

Building Materials – Specifications

DPS 1222

III. GENERAL REQUIREMENTS

1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
 - a. Eligible Items must be offered via pick-up at the store or delivered to the job site in the region listed and bid, on the attached specifications.

IV. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE

1. **Contract Award:** The Contract is intended to provide Agencies with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Page based on the Catalogue price of those items and the single percentage discount applied.
2. **Percentage Discount:** Vendor shall quote a single percentage discount that will reduce the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract.

The percentage discount and subsequent Discounted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

3. **Pricing Pages:** Vendor should complete the Pricing Pages by inserting Catalogue prices, the discount percentage, Discounted Unit Prices, totals, and all other information requested thereon. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid(s) being disqualified. The Discounted Unit Price Vendor lists in the Pricing Pages must be the final price that will be charged to an Agency.

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

Building Materials – Specifications

DPS 1222

Notwithstanding the foregoing, the Purchasing Division may correct errors as described herein.

- 4. Catalogue:** Vendor must submit its Catalogue prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue free of charge to any Agency desiring to use this contract. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the buyer for evaluation purposes.

The Catalogue may be updated at time of renewal, but any price increase and renewal must be approved by the Purchasing Division at its sole discretion. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

V. ORDERING AND PAYMENT

- 1. Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 2. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

Building Materials – Specifications**DPS 1222****VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard, in-stock orders within five (2) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
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:
 - (a) cancellation of the delayed order, and
 - (b) 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.

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

Building Materials – Specifications

DPS 1222

VII. MISCELLANIOUS

1. **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
4. **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.
5. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

DPS1222

BUILDING SUPPLY SPECIFICATIONS

The agency has approximately 62 facilities throughout West Virginia and has construction and maintenance personnel who perform a variety of maintenance and repairs to these facilities.

The vendor will provide quotes per item on the attached list for bidding and award purposes. On any items, the vendor will provide the agency a percentage discount from list on all building and maintenance materials including, but not limited to wood products, roofing products, windows, doors, adhesives, nails, staples, screws, pipes, plumbing fixtures, vinyl siding, gutters, down spouts and attachments.

NOTE: ** If any part of the specifications or the bid form may prevent a vendor from bidding an item or items, the vendor shall submit their concern(s) by the deadline provided in the specifications – only complete bids will be accepted; therefore any deviation, “NA”, or “No Bid” line(s) is/are submitted, the bid will be automatically disqualified *****

REGIONS

For bidding purposes the State is being broken down into thirteen county regions.

- #1 – Hancock, Brooke, Ohio, Marshall
- #2 – Wetzell, Monongalia, Preston, Tyler, Marion, Harrison, Doddridge, Taylor
- #3 – Morgan, Berkeley, Jefferson
- #4 – Grant, Hampshire, Mineral, Hardy
- #5 – Wood, Ritchie, Wirt, Pleasants
- #6 – Gilmer, Braxton, Barbour, Lewis, Upshur,
- #7 – Tucker, Randolph, Pendleton, Webster, Pocahontas
- #8 - Jackson, Mason, Putnam
- #9 - Calhoun, Clay, Roane, Kanawha
- #10 – Cabell, Wayne, Lincoln, Boone, Logan, Mingo
- #11 – Nicholas, Fayette
- #12 – Greenbrier, Monroe, Summers
- #13 – Raleigh, Wyoming, McDowell, Mercer

GENERAL

This attached list is not all inclusive but is for evaluation purposes only. Any material that can be purchased from the vendor will be made available to the agency at the discounted bid prices.

Items may be ordered from this contract as long as they are not covered by any other Statewide Contract.

EVALUATION AND AWARD

Vendor will provide a price per item for the items listed on the attached bid form, with a percentage discount from list on all building and maintenance material – see example on the bid form for bid calculations.

The percentage discount from list price shall remain firm for a period of twelve (12) months, or may remain firm for the life of the contract.

Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.

An award will be made to the lowest responsible bidder per region. Should a bidder win more than one region, those regions will be included and issued under one contract.

PIGGYBACKING

All other government agencies may purchase from this contract.

BIDDING LOCATIONS

(Please mark the region in which you are bidding)

#1	<u> ✓ </u>
#2	<u> ✓ </u>
#3	<u> ✓ </u>
#4	<u> ✓ </u>
#5	<u> ✓ </u>
#6	<u> ✓ </u>
#7	<u> ✓ </u>

- #8 ✓
- #9 ✓
- #10 ✓
- #11 ✓
- #12 ✓
- #13 ✓

***NOTE – If pricing structure is different per region, a separate bid per region is to be submitted identifying the region.**

AUDIT

The agency, State Auditor's Office and any other government agency that may purchase from this contract, may at any time, audit the winning vendor's invoices from the suppliers, to verify cost compared to cost on invoices charged to the agency. The vendor must make all documents available within 2 hours of a notice of intent to audit.

DPS1222 – Bid Form

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE (EAU) Per Each	Catalog Price	Discounted Percentage	Discounted Unit Price	EXTENDED Price
--------	-------------	---------------------------------------	---------------	-----------------------	-----------------------	----------------

EXAMPLE	PER LINE ITEM BID CALCULATION (UC X DEL = BA) (EAU X BA = EC)	100	2.00	10%	1.80	180.00
1.	1" Pine Lumber #2 Grade					
	Lengths/Widths					
	8' x 6"	100	6.35	.10	5.71	571.00
	10' x 8"	100	6.75	.10	6.08	608.00
	12' x 10"	100	9.12	.10	8.21	821.00
	16' x 12"	100	24.50	.10	22.05	2205.00
2.	2 x 4 Construction Spruce/Pine/Fir					
	Pre-Cut Studs					
	8'	500	3.05	.10	2.74	1370.00
	10'	300	3.05	.10	2.74	1370.00
	12'	300	4.74	.10	4.26	1278.00
	14'	300	5.50	.10	4.95	1485.00
	16'	200	6.25	.10	5.63	1126.00
		100	7.72	.10	6.94	694.00
3.	2 x 6 Construction Spruce/Pine/Fir					
	8'	200	5.49	.10	4.93	986.00
	10'	200	6.79	.10	6.11	1222.00
	12'	200	8.42	.10	7.57	1514.00
	14'	100	9.92	.10	8.99	899.00
	16'	100	11.67	.10	10.50	1050.00
4.	2 x 8 Construction Spruce/Pine/Fir					
	8'	200	7.00	.10	6.30	1260.00
	10'	200	10.00	.10	9.00	1800.00
	12'	200	12.83	.10	11.59	2310.00
	14'	100	13.56	.10	12.20	1220.00
	16'	100	15.75	.10	14.17	1417.00
5.	2 x 10 Construction Spruce/Pine/Fir					
	8'	100	10.88	.10	9.79	979.00
	10'	100	13.54	.10	12.22	1222.00

DPS1222 – Bid Form

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE (EAU) Per Each	Catalog Price	Discounted Percentage	Discounted Unit Price	EXTENDED Price
	12'	200	16.96	.10	15.26	3052.00
	14'	100	19.68	.10	17.71	1771.00
	16'	100	21.76	.10	19.58	1958.00
6.	2 x 12 Construction Spruce/Pine/Fir					
	8'	100	12.90	.10	11.61	1161.00
	10'	50	17.63	.10	15.87	793.50
	12'	100	19.87	.10	17.88	1788.00
	14'	50	22.32	.10	20.09	1004.50
	16'	50	25.81	.10	23.22	1161.00
7.	2 x 4 Treated					
	8'	100	3.87	.10	3.43	343.00
	10'	100	4.70	.10	4.23	423.00
	12'	200	5.62	.10	5.06	1012.00
	16'	100	8.14	.10	7.32	732.00
8.	2 x 6 Treated					
	8'	100	5.30	.10	4.77	477.00
	10'	100	6.69	.10	6.02	602.00
	12'	100	8.11	.10	7.30	730.00
	16'	50	11.38	.10	12.64	632.00
9.	2 x 8 Treated					
	8'	100	7.32	.10	6.58	658.00
	10'	100	9.24	.10	8.32	832.00
	12'	100	10.64	.10	9.57	957.00
	16'	50	13.65	.10	12.28	614.00
10.	2 x 10 Treated					
	8'	50	10 9.17	.10	8.25	412.50
	10'	100	11.67	.10	10.50	1050.00
	12'	100	13.72	.10	12.35	1235.00
	16'	50	18.34	.10	16.50	825.00

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE (EAU) Per Each	Catalog Price	Discounted Percentage	Discounted Unit Price	EXTENDED Price
11.	2 x 12 Treated					
	8'	50	13,06	.10	11,75	587,50
	10'	50	14,27	.10	12,84	642,00
	12'	50	18,28	.10	20,31	1015,50
	16'	100	26,12	.10	23,51	2351,00
	Lumber Sheet Material					
12.	7/16" x 4 x 8 OSB Board	300	11,75	.10	10,57	3171,00
13.	3/4" x 4 x 8 OSB Board	200	26,34	.10	23,70	4740,00
14.	1/2" x 4 x 8 Plywood CDX	300	19,95	.10	17,95	5385,00
15.	5/8" x 4 x 8 Plywood CDX	300	28,50	.10	25,65	7695,00
16.	3/4" x 4 x 8 Plywood CDX	200	29,95	.10	26,95	5390,00
17.	3/4" x 4 x 8 Treated Plywood	100	36,45	.10	32,80	3280,00
18.	1/4" x 4 x 8 Oak Plywood #1 Grade	50	39,90	.10	35,91	1795,50
19.	1/2" x 4 x 8 Oak Plywood #1 Grade	100	57,20	.10	51,48	5148,00
20.	3/4" x 4 x 8 Oak Plywood #1 Grade	100	79,50	.10	71,55	7155,00
21.	#1 Oak Lumber #1 Grade					
	Lengths/Widths					
	8' x 6"	60	21,76	.10	19,58	1174,80
	10' x 8"	60	37,79	.10	34,01	2040,60
	12' x 10"	60	63,24	.10	56,91	3414,60
22.	1/2" x 4 x 8 Pine BC Plywood	50	35,11	.10	31,60	1580,00
23.	3/4" x 4 x 8 Pine BC Plywood	50	38,35	.10	34,95	1747,50
24.	1/4" x 4 x 8 Pine BC Plywood	50	23,35	.10	21,00	1050,00
25.	1/2" x 4 x 8 Drywall	50	9,81	.10	8,83	441,50
26.	1/2" x 4 x 12 Drywall	200	15,45	.10	13,90	2780,00
27.	1/2" x 4 x 8 Moisture Res. Drywall	50	15,36	.10	13,82	691,00
28.	5/8" x 4 x 8 Drywall	50	11,18	.10	10,05	502,50
29.	5/8" x 4 x 12 Drywall	50	17,94	.10	16,14	807,00
30.	5/8" x 4 x 12 Fire Rated Drywall	100	17,94	.10	16,14	1614,00
31.	Mesh Drywall Tape 300'	20	6,95	.10	6,26	125,20
32.	Paper Drywall Tape 250'	20	1,94	.10	1,75	35,00
33.	Drywall Spackling Compound – 5 gallon	20	16,95	.10	15,25	305,00

DPS1222 – Bid Form

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE (EAU) Per Each	Catalog Price	Discounted Percentage	Discounted Unit Price	EXTENDED Price
34.	Drywall Taping Compound – 5 gallon	20	16.95	.10	15.25	305.00
35.	1-1/4" Drywall Screws – 25 lb. 8000ct.	4	73.25	.10	65.89	263.56
36.	1-5/8" Drywall Screws – 25 lb. 5000ct	2	73.25	.10	65.89	131.78
37.	2" Drywall Screws – 25 lb. 3500ct	2	73.25	.10	65.89	131.78
38.	2-1/2" Drywall Screws – 25 lb. 2500ct	2	73.25	.10	65.89	131.78
39.	3" Drywall Screws – 25 lb. 2000ct	2	73.25	.10	65.89	131.78
40.	15# Roofing Felt – Rolls 400 sq.ft.	40	26.94	.10	24.24	969.60
41.	30# Roofing Felt – Rolls 200 sq.ft.	20	26.94	.10	24.24	484.80
42.	3 Tab – 25 year Roofing Shingles priced per square	60 sq.	87.88	.10	79.09	4745.40
43.	Metal Roofing – Various. Colors – 4'X12' Sheets 29gauge 3'	60	34.56	.10	31.10	1866.00
44.	1/2" x 4 x 8 Insulated Wall Sheeting R3	200	20.31	.10	18.27	3654.00
45.	R-11 Roll Insulation (per roll) Paper Kraft faced 15"x93" 155 sq.ft per roll	100	63.05	.10	56.74	5674.00
46.	R-19 Roll Insulation (per roll) Paper Kraft faced 23"x93" 133.68sq.ft. per roll	100	73.72	.10	66.34	6634.00
47.	R-38 Roll Insulation (per roll) 24"x48" 64sq.ft. per bag	50	42.50	.10	38.25	1912.50
					GRAND TOTAL	\$145708.18

RFQ No. DPS1222

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: PROBuild Company LLC

Authorized Signature: [Signature] Date: 3-1-12

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1st day of March, 2012.

My Commission expires March 27, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Mary A. Tignor



State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ProBuild Company, LLC Signed:

Date: 03/01/12 Title: Salesman

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.