



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

State of West Virginia
 Request for Quotation
 25 - Legal

Proc Folder: 282820

Doc Description: ADDENDUM_5: TRANSCRIPTION & COURT REPORTING

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-09	2017-03-16 13:30:00	CRFQ 0803 DOT1700000055	6

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

David T. Bolin
 17 Burnside Drive
 Elkview, WV 25071

03/16/17 10:58:01
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

David T. Bolin

FEIN #



DATE

3-15-17

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

ADDITIONAL INFORMATION:

ADDENDUM 5: Is issued for the following:

1. To attach a revised Exhibit_A Pricing Page (Rev 3-09-2017).

a. Commodity Line #6 unit of measure has been changed from Hour to Each.

b. Bid Scenario 3: Line 1 has been changed from commodity line 3 Cost to Expedite-Turnaround 3 days to commodity line 1 Cost of Original-Turnaround 7 days.

No other changes made.

ADDENDUM 4: Is issued for the following:

1. To extend the bid opening date from March 09, 2017 to March 16, 2017 @ 1:30pm EST.

NO OTHER CHANGES

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1.2 COST OF ORIGINAL	0.00000	PAGE 3.90		3.90

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.1.3 COST OF ORIGINAL/EXPERT	0.00000	PAGE 3.90		3.90

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.1.4 COST TO EXPEDITE	0.00000	PAGE 5.50		5.50

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.1.5 COST BLACK & WHITE COPIES OF EXHIBITS	0.00000	PAGE 25		25

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.1.6 COST COLOR COPIES OF EXHIBITS	0.00000	PAGE 45		45

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.1.7 APPEARANCE FEE	0.00000	EA		50.00
			<i>1/2 day -</i>		
			<i>Full day -</i>		75.00

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.1.8 VIDEO-CONFERENCING / DEPOSITIONS	0.00000	HOUR	175.00	175.00
					<i>(First Hour)</i>

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.1.9 ADDITIONAL VIDEO-CONFERENCING/ DEPO.	0.00000	HOUR	75.00	75.00

Each Additional Hour

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.1.10 OVERNIGHT ORIGINAL	0.00000	PAGE	7.50	7.50

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.1.11 MINIMUM TRANSCRIPT FEE(IF ANY)	0.00000	EA	ZERO	ZERO

- 0 - - 0 -

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.1.12 POSTAGE OR HAND DELIVERY FEE	0.00000	EA	- 0 -	- 0 -

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.1.13 COST OF CONDENSED TRANSCRIPT WITH INDEX	1.00000	PAGE	3.90	3.90

Comm Code	Manufacturer	Specification	Model #
82111604			

Extended Description :

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by:	2017-02-28

DOT1700000055	Document Phase Draft	Document Description ADDENDUM_5: TRANSCRIPTION & COURT REPORTING	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0803 DOT1700000055

Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000055 (“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
- Attach Exhibit_A Pricing Pages (Revised 3-09-2017)

Description of Modification to Solicitation:

1. To attach a revised Exhibit_A Pricing Page (Rev 3-09-2017).
 - a. Commodity Line #6 unit of measure has been changed from Hour to Each.
 - b. Bid Scenario 3 Line 1 has been changed from commodity line 3 “Cost to Expedite-Turnaround 3 days” to commodity line 1 “Cost of Original-Turnaround 7 days”.

No other changes made.

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.

CRFQ 0803 DOT1700000055
Exhibit_A Pricing Page (Revised 3/09/2017)

Section 1 - Unit Pricing

Section 1 pricing will be used as the contract pricing. The unit prices bid in Section 1 shall determine the pricing entered in Section 2 Bid Scenarios. The Evaluation of this award will be based on the Section 2 Bid Total.

Commodity Line	Description	Unit of Measure	Unit Price
1	Cost of Original (Turnaround 7 days)	Page	3.95
2	Cost of Original/Expert	Page	3.95
3	Cost to Expedite (Turnaround 3 days)	Page	4.50
4	Cost Black & White Copies of Exhibits	Page	1.25
5	Cost Color Copies of Exhibits	Page	.45
6	Appearance Fee	Each	50.00
7	Video-Conferencing/Depositions	Hour	175.00
8	Additional Video-Conferencing/Depositions after 1st Hour	Hour	75.00
9	Overnight Original	Page	7.50
10	Minimum Transcript Fee (if any)	Each	- 0 -
11	Postage or Hand Delivery Fee	Each	- 0 -
12	Cost of Condensed Transcript with Index	Page	3.90

Section 2 - Bid Scenarios

Using the unit prices bid in Section 1, the vendor shall complete the pricing for the following bid scenarios. The vendor shall total all bid scenarios and enter the total on the bid total line. The Evaluation of this solicitation will be based on the Section 2 bid total.

Bid Scenario 1 -

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
1	Cost of Original (Turnaround 7 days)	Page	3.95	10	39.50
11	Postage or Hand Delivery Fee	Each		1	- 0 -
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each		1	- 0 -
12	Cost of Condensed Transcript with Index	Page	3.95	10	39.50
Bid Scenario 1 Total					79.00 79.00

Bid Scenario 2-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
3	Cost to Expedite (Turnaround 3 days)	Page	4.50	150	450.00
11	Postage or Hand Delivery Fee	Each		1	- 0 -
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each		1	- 0 -
12	Cost of Condensed Transcript with Index	Page	4.50	150	675.00
Bid Scenario 2 Total					1,125.00

Bid Scenario 3-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
1	Cost of Original (Turnaround 7 days)	Page	3.95	100	395.00
11	Postage or Hand Delivery Fee	Each		1	- 0 -
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each		1	- 0 -
12	Cost of Condensed Transcript with Index	Page	3.95	100	395.00
Bid Scenario 3 Total					790.00

~~Still confused about additional
posting for condensed with Index!~~

Bid Scenario 4-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
1	Cost of Original (Turnaround 7 days)	Page	3.95	150	592.50
6	Appearance Fee	Each	50.00	1	50.00
7	Video-Conferencing/Depositions (1st Hour)	Hour	375.00	1	375.00
8	Additional Video-Conferencing/Depositions (after 1st Hour)	Hour	75.00	2	150.00
4	Cost Black & White Copies of Exhibits	Page	.25	5	1.25
5	Cost Color Copies of Exhibits	Page	.45	5	2.25
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	-0-	1	-0-
12	Cost of Condensed Transcript with Index	Page	3.95	150	592.50
Bid Scenario 4 Total					1,171.00

Bid Scenario 5-

Commodity Line	Description	Unit of Measure	Unit Price	Quantity	Line Total
2	Cost of Original/Expert (Turnaround 7 days)	Page	3.95	150	592.50
6	Appearance Fee	Each	50.00	1	50.00
7	Video-Conferencing/Depositions (1st Hour)	Hour	375.00	1	375.00
8	Additional Video-Conferencing/Depositions (after 1st Hour)	Hour	75.00	2	150.00
4	Cost Black & White Copies of Exhibits	Page	.25	5	1.25
5	Cost Color Copies of Exhibits	Page	.45	5	2.25
10	Minimum Transcript Fee, if total cost of bid scenario is less than minimum	Each	-0-	1	-0-
12	Cost of Condensed Transcript with Index	Page	3.95	150	592.50
Bid Scenario 5 Total					1,763.50
Total of Bid Scenarios (1+2+3+4+5)					4,928.50

Half Day

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0803 DOT1700000055

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

David T. Bohn

Company
David T. Bohn

Authorized Signature
3-15-2017

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Exhibit B

Information Attachment Form

Transcription Court Reporting

REQUIREMENTS:

Condensed transcript and index to be included

Date of Service and Invoice Number to be included

Turn around time regular

3.90

Turn around time expedited

5.50

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: David T. Belin

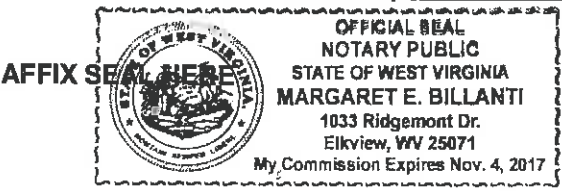
Authorized Signature: David T. Belin Date: 3-15-17

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15th day of March, 2017

My Commission expires 11-4-2017, 20



NOTARY PUBLIC Margaret E. Billanti
Purchasing Affidavit (Revised 08/01/2015)

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: David T. Bolin

Signed: David T. Bolin

Date: 3-15-17

Title: Chief Reporter

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

?

CRFQ 0803 DOT1700000058
REQUEST FOR QUOTATION
Reflective Sign Sheeting & Associated Materials

- 8.4 Technical Assistance:** If awarded any Section of this Contract, the successful Vendor shall, upon request by any of the Agencies named in this Contract, provide technical assistance for the service of application equipment and instruction and training of Agency personnel in the proper application of the materials supplied. This may include, but shall not be limited to, calibration and troubleshooting of application equipment, training films, material application, screen printing, packaging, storage, and the proper use & handling of inks.
- 8.5 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: Margaret E. Billant
Telephone Number: 304 965-7441
Fax Number: 304 965 7441
Email Address: mikebe.suddenlink.net

CRFQ 0803 DOT1700000058
REQUEST FOR QUOTATION
Reflective Sign Sheeting & Associated Materials

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) and the West Virginia Division of Corrections (WVDOC) to establish an open-end contract for Reflective Sign Sheeting & Associated Materials.

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”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit_A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“RFQ”** means the official RFQ published by the Purchasing Division.
 - 2.5 **“WVDOH”** means the West Virginia Division of Highways
 - 2.6 **“WVDOC”** means the West Virginia Division of Corrections
 - 2.7 **“CSS”** means the WVDOH Central Sign Shop manufacturing facility.
 - 2.8 **“Transfer Tape”** means a film (also known as “Transfer Film”) for pre-masking or applying pre-spaced legends using transparent or opaque films.
 - 2.9 **“Type ASTM-I Reflective Sheeting”** means a retroreflective sheeting referred to as “engineering grade” that is typically a non-metalized micro-prismatic retroreflective element material.
 - 2.10 **“Type ASTM-IV Reflective Sheeting”** means a retroreflective sheeting referred to as “high-intensity” that is typically a non-metalized micro-prismatic retroreflective element material.
 - 2.11 **“Type ASTM-XI Reflective Sheeting”** means a retroreflective sheeting typically manufactured as a non-metalized cube corner micro-prismatic retroreflective element material.

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- 2.12 “Opaque Film”** means an opaque, typically vinyl or acrylic pressure-sensitive film designed for permanent graphics that may be pre-spaced and electronically cut.
- 2.13 “Transparent Film”** means a colored, transparent, typically acrylic, pressure-sensitive film designed for permanent graphics that may be pre-spaced and electronically cut.
- 2.14 “Opaque Ink”** means an opaque, weather resistant, quick drying ink designed for use in traffic sign screen printing processes.
- 2.15 “Transparent ink”** means a transparent, weather resistant, quick drying ink designed for use in traffic sign screen printing processes.
- 2.16 “UV”** means ultraviolet.
- 2.17 “O.D.”** means Outside Diameter.
- 2.18 “I.D.”** means Inside Diameter
- 2.19 “Overage”** means the total width of excess material (beyond the specified nominal width) provided on a roll of reflective sheeting material in order to insure complete coverage of the aluminum blanks the material is applied to.
- 2.20 “Matched Components”** means the reflective sheeting manufacturer’s recommended transparent & opaque inks & films to be used for manufacturing purposes with the manufacturer’s reflective sheeting products.
- 2.21 “Standard Specifications”** means the portion of the WVDOH Standard Specifications for Roads and Bridges pertaining to the materials included in this Contract. The current Standard Specifications which pertain to the materials in this Contract are contained in Section 715.9.2 of the publication West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, 2017 Edition. This publication may be found at the following address:

[http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017 Standard.pdf](http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017%20Standard.pdf)

Specific material approval requirements for the materials included in this Contract, as well as compensative requirements of the material manufacturer in the event of

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material failure, as defined by the material durability and warranty requirements, are included in the Standard Specifications. Material approval requirements include, but may not be limited to, performance, durability, testing, manufacturer certification, and general material characteristic requirements. The Standard Specifications also specifies additional requirements required to be met by materials in order for those materials to be qualified for use in manufacturing processes within the CSS. All materials supplied under this Contract must be qualified for use in manufacturing processes within the CSS. The specifications and Contract Award provisions herein are reflective of this requirement.

- 2.22 “APL”** means the version of the WVDOH Approved Products List for Retroreflective Sign Sheeting in effect as of the advertising date of this Contract. This APL may be found at:

http://www.transportation.wv.gov/highways/mcst/Pages/Listings_Sorted.aspx

The APL is established in a manner consistent with the requirements contained in the Standard Specifications. All materials supplied under this Contract shall be listed on the APL. Additional requirements shall apply as specified herein. Per the notes included under Note #1 on the APL, the second table listed under Note #1 shall be used to verify materials considered to be acceptable to be provided under this Contract. The APL establishes a list of products that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or vendor. Any manufacturer whose product(s) meet the established level of quality may become an approved supplier and have their product(s) added to the APL in accordance with the approval procedures described in the Standard Specifications.

Note that, as indicated in the Standard Specifications, the inclusion of the manufacturer’s reflective sheeting material on the APL is not the sole requirement for that material to be eligible to be supplied under this Contract. All requirements are specified in detail in the Standard Specifications. The APL notes any restrictions in place in regards to the use of a particular reflective sheeting product or its’ matched components for manufacturing purposes within the CSS.

3. GENERAL REQUIREMENTS:

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

The specifications of this RFQ and/or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized “industry standard” specifications which are issued by third parties, such as the American

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Society for Testing and Materials (ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this RFQ. The ability to access such specifications shall be considered a mandatory requirement for participation in the RFQ process as a Vendor or as a supplier to the Vendor, as applicable.

3.1.1 Contract Bid Items: The following Sections and described Items are listed on the Pricing Pages (see attachment: EXHIBIT_A Pricing Pages).

3.1.1.1 Section I : Transfer Tape

3.1.1.1.1 The transfer tape supplied under this Contract shall be listed on the APL.

3.1.1.1.2 Note that the “Overage Preferences” column on the Pricing Pages is not applicable to the materials in this Section.

3.1.1.2 Section II: Type ASTM-I Retroreflective Sheeting

3.1.1.2.1 The reflective sheeting material supplied under this Section shall be listed on the APL. The reflective sheeting material and the manufacturer recommended matched components (transparent film & ink, opaque film & ink) for use with the supplied reflective sheeting must all be approved by the WVDOH for manufacturing purposes within the CSS.

3.1.1.2.2 For particular nominal roll sizes of reflective sheeting listed on the Pricing Pages, a “preferred” overage is indicated in the “Overage Preferences” column. The preferred overage indicates the agencies’ preferred overages only, and are not a minimum requirement; however, these materials shall be provided with overage. If nothing is indicated in the “Overage Preferences” column, then no overage is required; however, the width

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specified in the “Item Description” column shall be the minimum actual width of the material.

3.1.1.2.3 The manufacturer of the material supplied under this Section shall be the same manufacturer whose material is supplied under Sections III & IV.

3.1.1.3 Section III: Type ASTM-IV Retroreflective Sheeting

3.1.1.3.1 The reflective sheeting material supplied under this Section shall be listed on the APL. The reflective sheeting material and the manufacturer recommended matched components (transparent film & ink, opaque film & ink) for use with the supplied reflective sheeting must all be approved by the WVDOH for manufacturing purposes within the CSS.

3.1.1.3.2 For particular nominal roll sizes of reflective sheeting listed on the Pricing Pages, a “preferred” overage is indicated in the “Overage Preferences” column. The preferred overage indicates the agencies’ preferred overages only, and are not a minimum requirement; however, these materials shall be provided with overage. If nothing is indicated in the “Overage Preferences” column, then no overage is required; however, the width specified in the “Item Description” column shall be the minimum actual width of the material.

3.1.1.3.3 The manufacturer of the material supplied under this Section shall be the same manufacturer whose material is supplied under Sections II & IV.

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3.1.1.4 Section IV: Type ASTM-XI Retroreflective Sheeting

3.1.1.4.1 The reflective sheeting material supplied under this Section shall be listed on the APL. The reflective sheeting material and the manufacturer recommended matched components (transparent film & ink, opaque film & ink) for use with the supplied reflective sheeting must all be approved by the WVDOH for manufacturing purposes within the CSS.

3.1.1.4.2 For particular nominal roll sizes of reflective sheeting listed on the Pricing Pages, a “preferred” overage is indicated in the “Overage Preferences” column. The preferred overage indicates the agencies’ preferred overages only, and are not a minimum requirement; however, these materials shall be provided with overage. If nothing is indicated in the “Overage Preferences” column, then no overage is required; however, the width specified in the “Item Description” column shall be the minimum actual width of the material.

3.1.1.4.3 The manufacturer of the material supplied under this Section shall be the same manufacturer whose material is supplied under Sections II & III.

3.1.1.5 Section V: Type ASTM-I, ASTM-IV, and Type ASTM-XI Retroreflective Sheeting Matched Components

3.1.1.5.1 Transparent and opaque matched component films for use with the reflective sheetings provided under Sections II, III, and IV shall be supplied under this Section.

3.1.1.5.2 The films supplied under this Section shall be the manufacturer recommended films for use with the

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reflective sheetings provided under Sections II, III,
and IV

3.1.1.5.3 The manufacturer of the material supplied under this Section shall be the same manufacturer whose material is supplied under Sections II, III, and IV.

3.1.1.6 Ancillary Items: For particular Sections of this Contract, the Vendor shall be required to supply ancillary items with the sheeting materials. These ancillary items shall be supplied at **no additional cost to the Agency** and shall be incidental to the pricing provided by the Vendor for the bid items in the applicable Sections of the Contract. The quantity of the items provided shall be based on the square footage of sheeting material ordered, as described below.

3.1.1.6.1 Inks: This requirement shall apply to Sections III and IV of this Contract. The ink provided shall be the reflective sheeting material manufacturer recommended matched component ink with UV inhibitor.

3.1.1.6.1.1 The Vendor shall be required to supply one (1) gallon of transparent ink per 1,200 square feet of reflective sheeting ordered and/or one (1) gallon of black ink per 2,500 square feet of reflective sheeting ordered.

3.1.1.6.1.2 The square footage shall be calculated based on the nominal roll size (the size listed under the line item).

3.1.1.6.1.3 The number of gallons of ink in each color shall be indicated by the purchasing Agency on the Release Order.

3.1.1.6.1.4 The quantity of ink required to be supplied shall be based on the total combined square footage of materials ordered under Sections III and IV.

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Example: If the Agency orders 8,500 combined square feet of material under Sections III and IV, the Agency may elect to require the Vendor to supply five (5) gallons of transparent ink and one (1) gallon of black ink [(1 x 2,500) + (5 x 1,200) = 8,500].

The Vendor shall not be required to supply partial gallons. For example, if the Agency orders 8,000 combined square feet of material under Sections III and IV, and the Agency requires the Vendor to supply one (1) gallon of black ink, the Vendor shall only be required to supply as much as four (4) gallons of transparent ink.

3.1.1.6.2 Nylon Washers: This requirement shall apply to Sections III and IV of this Contract. The washers provided shall measure 5/16" (I.D.) x 7/8" (O.D.) x 1/16" thick, and shall be manufactured from commercial grade nylon.

3.1.1.6.2.1 The Vendor shall be required to supply one (1) package of washers per 3,500 square feet of reflective sheeting ordered.

3.1.1.6.2.2 In order to integrate with the WVDOH's inventory system, each package of washers shall include 1,000 individual washers.

3.1.1.6.2.3 The square footage shall be calculated based on the nominal roll size (the size listed under the line item). The total square footage of reflective sheeting ordered under Sections III and IV shall be combined in order to determine the quantity of washers required to be supplied.

3.1.1.6.2.4 The number of washers required to be supplied shall be indicated by the purchasing Agency on the Release Order.

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Example: If 17,500 total square feet of reflective sheeting material is ordered from the indicated Sections, the Vendor shall be required to supply 5,000 washers (five packages) (5 x 3,500 = 17,500).

The Vendor shall not be required to supply partial packages. For example, if 18,500 total square feet of reflective sheeting is ordered, then the Vendor shall only be required to supply five (5) packages (5,000 washers).

3.1.1.6.3 Slip Sheeting: This requirement shall apply to Sections III and IV of this Contract. With the exception of 12-3/4" reflective sheeting and nominal roll widths of sheeting less than 12".

3.1.1.6.3.1 The Vendor shall supply slip sheeting equal in width to each different width (nominal) reflective sheeting material ordered under these Sections.

3.1.1.6.3.2 The total length of each width supplied shall be at least equal to the total length of each width of reflective sheeting ordered under these Sections.

3.1.1.6.3.3 All slip sheeting shall be supplied in roll form.

3.1.1.6.3.4 The slip sheeting shall be compatible with the sheeting manufacturer's reflective sheeting material and matched components.

3.1.1.6.3.5 The minimum total length of each width of slip sheeting required to be supplied shall be indicated by the purchasing Agency on the Release Order.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items.

Award shall not be split for this Contract. Award of this Contract shall be based on the lowest overall bid received. In order to be considered for award, the Vendor must provide a bid for **all items** and all materials to be provided shall meet the requirements specified herein.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a unit price for each item listed.

In order to be considered for award, the Vendor must provide a bid for **all items** and the materials bid must meet all applicable requirements and specifications included and referenced herein. Failure to provide pricing for all items on the pricing pages will result in bid disqualification.

The Vendor should also specify the material to be supplied (manufacturer product code) in the location provided for each line item. This Contract shall not be awarded to any Vendor prior to receipt of this information from the Vendor.

The Vendor should also enter a calculated value [estimated quantity x unit price] in the "Extended Total Amount" column. Then add the Extended Total Amount column and enter that amount in the Bid Total box.

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

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

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5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 Minimum Order Size:** There shall be no minimum order size associated with this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within twenty-five (25) working days 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.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

Regardless of whether or not the vendor provides written notification of an order delay, if the Vendor is unable to deliver in full within twenty-five (25) Working Days after receipt of the order, the Vendor shall be subject to a daily (per Calendar Day) penalty in the amount of \$150.00 at the purchasing Agency's discretion for each Calendar Day beyond the delivery deadline date until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Release Order. The penalty shall not exceed the original total amount of the Release Order.

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- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Packaging & Material Condition:** Upon delivery, all materials shall be of good appearance free from ragged edges, cracks, and extraneous materials, and shall be supplied in roll form. The materials shall be evenly wound on a core of sufficient rigidity to prevent distortion of the roll. For sheeting materials, the maximum number of splices shall be four (4) per 50-yd roll. Each splice shall be visible at the edge of the roll. Rolls shall be packaged snugly in corrugated fiberboard boxes such that no damage or defacement may occur during shipment or storage.
- 6.5 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. If the Agency elects to have the returned items replaced, the provisions of Sections 6.1 and 6.2 shall remain in effect until the order is completed in full with material accepted by the Agency.
- 6.6 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.

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7. VENDOR DEFAULT:

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

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

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

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

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ upon award _____ and extends for a period of one (1) _____ year(s).

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 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. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$150

for each Calendar Day beyond twenty-five (25) Working Days until the order is received in full.

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.

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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 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.

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 § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to 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: 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.

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.

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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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. 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.

33. 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. 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.

34. 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.

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

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

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

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

c. 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

d. 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.

44. 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.

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.

Margaret E. Billanti
(Name, Title)
Margaret E. Billanti
(Printed Name and Title)
17 Riverside Drive
(Address)
Blairview, WV 25071
(Phone Number) / (Fax Number)
304 965-7444
(email address)

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

David T. Bolin
(Company)

David T. Bolin / CCR
(Authorized Signature) (Representative Name, Title)

Margaret E. Billanti / CCR
(Printed Name and Title of Authorized Representative)

Margaret E. Billanti
(Date)

3-15-17
(Phone Number) (Fax Number)

304-965-7444