



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

 List View

### General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 321334

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID:  

SO Doc ID: DOT1800000002

Legal Name: HD SUPPLY WATERWORKS LTD

Published Date: 7/10/17

Alias/DBA:

Close Date: 7/25/17

Total Bid: \$16,523.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time:

Solicitation Description:   

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

Proc Folder : 321334

Solicitation Description : REFLECTORIZED TRAFFIC CONES

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-07-25 13:30:00	SR 0803 ESR07141700000000129	1

**VENDOR**

000000171727

HD SUPPLY WATERWORKS LTD

Solicitation Number: CRFQ 0803 DOT18000000002

Total Bid : \$16,523.00

Response Date: 2017-07-14

Response Time: 14:41:52

Comments:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	28 INCH TRAFFIC CONE	300.00000	EA	\$15.880000	\$4,764.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Extended Description :	SPECIFICATIONS: PHYSICAL PROPERTIES 28 "Traffic Cone: -Thickness (minimum), two (2) inches from bottom0.125- Total weight (minimum) 10 lbs -Base weight (minimum) 6 lbs -Base dimension (minimum)13-3/4 x 13-3/4 - Cone Diameter at Base (minimum)10. -Tensile Strength (minimum) 1000 PSI - Elongation (minimum) *200% -Tensile Strength at 200%Elongation 900PSI -
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	36 INCH TRAFFIC CONE	500.00000	EA	\$17.210000	\$8,605.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Extended Description :	Thickness (minimum), two (2) inches from bottom 0.120 Total weight (minimum) 12 lbs Base Weight (minimum) 6 lbs. 8 oz. Base Dimension (minimum) 15" x 15" Cone Diameter at Base (minimum) 10.50"
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	28 INCH SLENDER CONE	200.00000	EA	\$15.770000	\$3,154.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Extended Description :	Thickness(minimum), two (2) inches from bottom 0.125 Total Weight (minimum) 10 lbs Base Weight (minimum) 6 lbs Base Dimension (minimum) 14" x 14" Cone Diameter at Base 7.50" minimum 9.50" maximum
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STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: HD SUPPLY WATERWORKS

Authorized Signature: [Signature] Date: 7-14-2017

State of WV

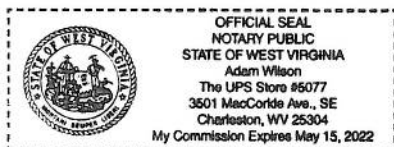
County of Marshall, to-wit:

Taken, subscribed, and sworn to before me this 14 day of July, 2017.

My Commission expires May 15, 2022.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



Purchasing Affidavit (Revised 07/07/2017)



## 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: HD SUPPLY WATERWORKS  
Date: 7-14-2017

Signed: Richard Corey  
Title: DISTRICT MANAGER

CRFQ 0803 DOT1800000002  
REQUEST FOR QUOTATION  
Reflectorized Traffic Cones

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-end contract for Reflectorized Traffic Cones.
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 **“WVDOH”** means West Virginia Division of Highways.
  - 2.5 **“ASTM”** means American Society for Testing and Materials.
  - 2.6 **“RFQ”** means request For Quotation.
  - 2.7 **“APL”** means Approved Products Listing.
  - 2.8 **“MP”** means Materials Procedures.
  - 2.9 **“AASHTO”** means American Association of State Highway Transportation officials
  - 2.10 **“min”** means minimum.
  - 2.11 **“lbs”** means pounds as in unit of measure.
  - 2.12 **“oz”** means ounce.
  - 2.13 **“IV”** means 4.

**3. GENERAL REQUIREMENTS:**



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**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 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 this RFQ process as a Vendor or as a supplier to the Vendor, as applicable.

**3.1.1 GENERAL SPECIFICATIONS**

Reflectorized Cones shall be constructed in such manner so that they will stack without sticking together.

- 3.1.1.1** The cone placed in an upright vertical position on a flat and level surface shall be folded at a point near the middle of its vertical height so that the upper top touches the surface on which the base is resting.
- 3.1.1.2** When released, the cone shall return to its original vertical position.
- 3.1.1.3** After a four (4) hour exposure to a temperature of 0 degrees Fahrenheit, the cones must withstand an impact and show no evidence of cracking, splitting, breaking or other distress (see 3.1.3 Cold Resistance Testing Procedure).
- 3.1.1.4** The 28 inch cones, held with the base at an angle of 45 degrees from a horizontal plane, shall orient themselves to an upright position when dropped from a distance of 18 inches to a flat, level surface. The cone will be dropped on each side of the cone three times for total of twelve drops. If the cone fails to stand up at least 8 of the 12 drops, then it shall be deemed a failure for that test.
- 3.1.1.5** The 36 inch cone, held with the base at an angle of 45 degrees from a horizontal plane, shall orient itself to an upright position when dropped from a distance of 18 inches to a flat, level surface.



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- 3.1.1.5.1 The cone will be dropped on each side of the cone three times for total of twelve drops.
- 3.1.1.5.2 If the cone fails to stand up at least 8 of the 12 drops, then it shall be deemed a failure for that test.

**3.1.2 CONSTRUCTION:** The traffic cones shall be a red-orange color. The outer surface shall be smooth, glossy, and non-porous. The outer layer shall be resistant to dirt, tar and grease, and will show no damage such as fading, tearing, melting or any other defect that would affect the color, size or structural integrity of the cone attachment to the base. when cleaned with kerosene or other common petroleum based cleansers.

3.1.2.1 The traffic cones shall be provided with flexible high intensity cone collars.

- 3.1.2.1.1 A six (6) inch collar shall be located three (3) inches from the top of the cone, and a four (4) inch collar shall be located two (2) inches below the six (6) inch collar.

**3.1.3 REFLECTIVE SHEETING:** The sheeting used shall be Type ASTM IV sheeting approved for use on traffic cones by the sheeting manufacturer and approved by the WVDOH.

The link to the current approved products list for the Reflective Sheeting may be found at the following:

[http://www.transportation.wv.gov/highways/mcst/Pages/Listings\\_Sorted.aspx](http://www.transportation.wv.gov/highways/mcst/Pages/Listings_Sorted.aspx)

The Approved Products List establishes a list of “certified” manufacturers that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or Vendor. Any manufacturer capable of meeting the established level of quality may become an “certified” manufacturer and be added to the APL in accordance with the procedures found in MP (Materials Procedure) 700.00.55 Guidelines for Establishing Approved Lists of Materials and Sources. A copy of MP 700.00.55 may be found at:

<http://www.transportation.wv.gov/highways/mcst/Pages/MaterialProcedures.aspx>

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**3.1.3.1 REFLECTIVE SHEETING LETTER OF ASSURANCE:** Bids submitted for this RFQ should include a letter of assurance which addresses reflective sheeting compatibility and application procedures. No Vendor shall be awarded any portion of this Contract without receipt of this letter by the Division, if required. This letter shall be addressed from the sheeting manufacturer to the manufacturer of the product to be supplied as part of this Contract. If the Vendor intends to utilize different manufacturers for different applicable products and/or different sheeting manufacturers, multiple letters may be required. ✓

**3.1.3.1.1** The language of the letter shall provide:

- a) the reflective sheeting to be applied to the product to be supplied is suitable for use with the product to be supplied, and
- b) the reflective sheeting manufacturer has reviewed with the product manufacturer the recommended procedures for application of the reflective sheeting to the product to be supplied.

This requirement is for the Division to verify that:

- a) the sheeting manufacturer is aware of the product manufacturer's intended application for the reflective sheeting and has determined that the application is suitable, and
- b) that the sheeting manufacturer has made the product manufacturer aware of the recommended procedures for applying the reflective sheeting to the product substrate material.

Depending on the Contract, different products may be included which may require different grades and/or variations of reflective sheeting materials. The letter must address each product type / reflective sheeting combination. It is preferable that the letter reference the specific products to be supplied and

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each specific manufacturer reflective sheeting Series to be applied to the referenced products.

If, during the life of the Contract, the product manufacturer intends to begin utilizing a different approved reflective sheeting than originally indicated in the Vendor's RFQ response, the Vendor shall make this request in writing and shall provide a new letter of assurance upon request to the Division.

**3.1.3 COLD RESISTANCE TEST FOR TRAFFIC CONES:** The traffic cone, intact, shall be conditioned a minimum of two hours at zero (0) degrees Fahrenheit (+/- 3 degrees) in an environmentally controlled test chamber or cold box. When possible, testing will be performed in the environmental chamber. If a cold box is used, the test on each cone shall be completed within two minutes of the removal of the cone from the cold box. The test procedure is as follows:

**3.1.3.1** A steel ball, weight of five (5) pounds, shall be dropped a distance of five (5) feet through a virtually frictionless vertical guide to impact the surface of the cone.

**3.1.3.1.1** The surface of the cone being struck by the steel ball shall be in a horizontal position supported by one edge of the cone's base and held in position by a support at the narrow or tip end of the cone.

**3.1.3.2** The twenty-eight (28) or thirty-six (36) inch cones shall be subjected to three (3) impact tests spaced a minimum of six (6) inches apart.

**3.1.3.3** Fracturing, cracking, or splitting of the conical section and/or base of any cone shall constitute failure.



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**3.1.5 TENSILE / ELONGATION TESTING FOR TRAFFIC CONES-**

Testing shall be performed utilizing the latest version of ASTM D412 test for Standard Test Methods for Rubber Properties in Tension. A copy of ASTM D412 may be found at the following address:

<https://www.astm.org/>

**3.1.6 STENCILING**

The letters "WVDOH" shall be permanently stenciled in one (1) inch letter height to the lower portion of all cones unless specified otherwise on the release.

**3.1.6.1** It shall be the responsibility of the party placing the order to clearly note that "no stencil is required" to be placed or the "WVDOH" shall be placed by default.

**3.1.7 Contract Item #1 – 28" Traffic Cone**

**3.1.7.1** Contract Item # 1 – 28" Traffic Cone must meet the following physical requirements:

SPECIFICATIONS: PHYSICAL PROPERTIES – 28" Traffic Cone:

-Thickness (minimum), two (2) inches from bottom	0.125"
-Total weight (minimum)	10 lbs
-Base weight (minimum)	6 lbs
-Base dimension (minimum)	13-3/4" x 13-3/4"
-Cone Diameter at Base (minimum)	10.50"
-Tensile Strength (minimum) *	1000 PSI
-Elongation (minimum) *	200%
-Tensile Strength at 200% Elongation	900PSI
-Length, measured from bottom of base of tip of cone	28" +/- 1/4"

\* Tensile Strength as tested shall receive a variance of 15% +/-; Elongation as tested shall receive a variance of 15% +/-

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**3.1.8 Contract Item #2 – 36" Traffic Cone**

**3.1.8.1** Contract Item # 2 – 36" Traffic Cone must meet the following physical requirements:

SPECIFICATIONS: PHYSICAL PROPERTIES – 36" Traffic Cone:

-Thickness (minimum), two (2) inches from bottom	0.130"
-Total weight (minimum)	12 lbs
-Base weight (minimum)	6 lbs. 8 oz.
-Base dimension (minimum)	15" x 15"
-Cone Diameter at Base (minimum)	10.50"
-Tensile Strength (minimum) *	1,200 PSI
-Elongation (minimum) *	200%
-Tensile Strength at 200% Elongation	900 PSI
-Length Measured from bottom of base to tip of cone	36" +/- 1/4"

\* Tensile Strength as tested e a variance of 15% +/-; Elongation as tested shall receive a variance of 15% +/-

**3.1.9 Contract Item #3 – 28" Slender Traffic Cone:**

**3.1.9.1** Contract Item # 3 – 28" Slender Traffic Cone must meet the following physical requirements:

SPECIFICATIONS: PHYSICAL PROPERTIES – 28" Slender Traffic Cone:

-Thickness (minimum), two (2) inches from bottom	0.125"
-Total weight (minimum)	10 lbs
-Base weight (minimum)	6 lbs
-Base dimension (minimum)	14" x 14"
-Cone Diameter at Base	7.50" minimum 9.50" maximum
-Tensile Strength (minimum)	1,000 PSI
-Elongation (minimum) *	200%
-Tensile Strength at 200% Elongation	900 PSI
-Length, measured from bottom of base to tip of cone	28" +/- 1/4"

\* Tensile Strength as tested shall receive a variance of 15% +/-; Elongation as tested shall receive a variance of 15% +/-

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**3.1.10 CONE SUBMISSION**-For each size cone (bid item) bid by the Vendor, three (3) sample cones shall be submitted for material testing.

**3.1.10.1** These samples shall be received within fourteen (14) Calendar Days of receipt of request from the Purchasing Division. This request will be documented by sending the request to the Contract Manager designated in Section 8.4 by email or fax to the address or number provided.

**3.1.10.1.1** If the samples are not received within fourteen (14) Calendar Days, the samples shall not be eligible for testing and this may result in the Vendor's bid being disqualified.

**3.1.10.2** Once the request is provided to the Vendor, the Vendor may choose to either

- a) ship the requested samples for testing, or
- b) coordinate with the cone manufacturer to have the samples shipped directly from the manufacturer.

The Agency shall not provide any additional Calendar Days for receipt due to shipping delays or errors on the part of the Vendor or manufacturer.

**3.1.10.3** The cones are to be submitted to the following address:

West Virginia Department of Administration  
Purchasing Division-State Capitol Complex  
2019 Washington St. E.  
P.O. Box 50130  
Charleston, WV 25305  
Attn: Mark Atkins-Senior Buyer

The following information should also be provided on a separate document along with the samples:

- Requisition Number (CRFQ DOT18000000xx)
- Entity providing the sample cones (specify the name of the Vendor or manufacturer, as applicable)



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- The manufacturer of the cones being supplied
- The manufacturer's model name/number for the cones being supplied
- The requisition bid item applicable to the samples of each model name/number cone being supplied

**3.1.10.4** The Purchasing Division may contact and request samples from multiple Vendors bidding the same make & model cone for one or more bid items.

**3.1.10.4.1** If sample cones are provided directly by the manufacturer, only one (1) set of sample cones shall be required from the manufacturer for each bid item, regardless of the number of Vendors who bid the supplied model cone.

**3.1.10.4.2** In the event that one or more Vendors also supply sample cones of the same model, only the cones provided by the manufacturer shall be tested, provided the cones are received from the manufacturer within the specified time frame, and the results of the testing on these samples shall be used to determine the qualification of each Vendor's bid.

**3.1.10.4.3** If sample cones are not provided directly by the manufacturer, the sample cones submitted by each Vendor shall be tested separately to determine the qualification of each Vendor's bid.

**3.1.10.4.4** Sample cones provided by one Vendor may not be used to determine the qualification of another Vendor's bid. See the following examples:

**Example 1: For bid item 1, Vendors A, B, & C bid the same make/model cone.**

Vendors A, B, & C are contacted and samples are requested. Vendor A and Vendor B supply samples and Vendor C does not. The samples provided by

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Vendor A meet the material testing requirements. The samples provided by Vendor B do not meet the material testing requirements. The bid for Vendor B is disqualified based on non-conformance with the material testing requirements. The bid for Vendor C is disqualified based on not providing the requested samples.

**Example 2: For bid item 1, Vendors A, B, & C  
bid the same make/model cone.**

Vendors A, B, & C are contacted and samples are requested. Vendor A and Vendor B supply samples and Vendor C does not. The manufacturer also provides samples. Only the samples provided by the manufacturer shall be tested. The results of the testing on these samples will be used to determine the conformance of the model cone bid by Vendors A, B, and C to the material testing requirements.

**Example 3: For bid item 1, Vendors A, B, & C  
bid the same make/model cone.**

Vendors A, B, & C are contacted and samples are requested. Vendor A and Vendor B supply samples and Vendor C does not. The manufacturer also provides samples; however, the samples arrive beyond the specified fourteen (14) Calendar Day time frame. The samples provided by the manufacturer will not be eligible for testing. Testing shall proceed as described in Example 1 with the samples provided by Vendors A & B being tested separately for material testing conformance. The bid for Vendor C is disqualified based on not providing the requested samples.

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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. The Contract shall be awarded to the Vendor that provides a price for the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. If there is no Vendor that submits products that meet the specifications for all bid items, the WVDOH may elect to award the contract by individual bid item.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages in wvOasis by filling in all required information. If responding electronically in wvOasis, the vendor should enter their price into the Unit Price box. If responding on paper, the vendor should enter their price into the Unit Price box and the Excel pricing page will automatically calculate the bid total. It is the vendor's responsibility to ensure the calculations for their bid is correct before submitting. The Purchasing Division will not be responsible for bid calculation errors. Vendor should complete the Exhibit A Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

**5 ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.



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

**6 DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within thirty-two (32) working days after the 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 at the Blanket Release Order "Invoice To" address if orders will be delayed beyond the time frame specified in 6.1 for any reason. Any such delay shall be grounds for:

- (a) Cancellation of the delayed order, and/or
- (b) Obtaining the items ordered from a third party, and/or
- (c) Subjecting the Vendor to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond thirty-two (32) working days ARO in the amount of \$40 until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Release Order.

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

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

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense 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

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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.

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

## **7. VENDOR DEFAULT**

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

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

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

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

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**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the 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.

**8.4 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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: RICHARD COREY  
Telephone Number: 304-768-6084  
Fax Number: 304-768-4893  
Email Address: richard.corey@hd supply.com

**8.5 Product Information:** The Vendor should specify the information requested below where provided. This Contract shall not be awarded to the Vendor without this information and failure to provide this information may result in disqualification of the Vendor's bid.

**Bid Item #1**

- Cone manufacturer: JBC SAFETY PLASTIC
- Manufacturer model name or number: RS70045CT3M64

**Bid Item #2**



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- Cone manufacturer: JBC SAFETY PLASTIC
- Manufacturer model name or number: RS90055CT3mk4

Bid Item #3

- Cone manufacturer: JBC SAFETY PLASTIC
- Manufacturer model name or number: RS70045SR3mk4

Sheeting: If the manufacturer may potentially utilize more than one brand or series sheeting during the Contract, the Vendor should indicate this below by specifying each sheeting. If multiple sheeting manufacturers are indicated, the Vendor will be required to submit multiple reflective sheeting letters of assurance per 3.1.3.1.

- Sheeting manufacturer: \_\_\_\_\_
- Series sheeting: \_\_\_\_\_

## TRAFFIC CONES

Item	Estimated Quantity	Unit of Measure	Description	Unit Price
1	300	EACH	28 INCH TRAFFIC CONE	\$ <u>15.88</u> -
2	500	EACH	36 INCH TRAFFIC CONE	\$ <u>17.21</u> -
3	200	EACH	28 INCH SLENDER TRAFFIC CONE	\$ <u>15.77</u> -
Total Amount				

10 PAGES

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the delivery during the term of the contract, whether more or less than the quantities shown. Award will be based on

Extended Total Amount	UNSPSC Code
\$ 4764.00 -	46161508
\$ 8605.00 -	46161508
\$ 3154.00 -	46161508
\$ 16,523.00 -	

a quantities actually ordered for  
 n lowest total cost.





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

State of West Virginia  
Request for Quotation  
19 — Highways

Proc Folder: 321334

Doc Description: REFLECTORIZED TRAFFIC CONES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-10	2017-07-25 13:30:00	CRFQ 0803 DOT1800000002	1

#### 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:

HD SUPPLY WATERWORKS, LTD.  
2825 FAIRLAWN AVE  
DUNBAR, WV 25064  
304-768-0086

#### FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN #

03-0550887

DATE

7-14-2017

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), to establish an open-end contract for ReflectORIZED Traffic Cones, per the attached documents.

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	28 INCH TRAFFIC CONE	300.00000	EA	15.88	4764.00

Comm Code	Manufacturer	Specification	Model #
46161508	JBC SAFETY PLASTICS		RS70045CT3M64

Extended Description :

SPECIFICATIONS: PHYSICAL PROPERTIES 28 "Traffic Cone:

-Thickness (minimum), two (2) inches from bottom 0.125-

Total weight (minimum 10 lbs -Base weight (minimum) 6 lbs -Base dimension (minimum)13-3/4 x 13-3/4

Cone Diameter at Base (minimum)10. -Tensile Strength (minimum) 1000 PSI -

Elongation (minimum) \*200% -Tensile Strength at 200%Elongation 900PSI -

Length, measured from bottom of base of tip of cone 27-3/4 in

\* Tensile Strength as tested shall receive a variance of 15% +/-; Elongation as tested shall receive a variance of 15% +/-

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	36 INCH TRAFFIC CONE	500.00000	EA	17.21	8605.00

Comm Code	Manufacturer	Specification	Model #
46161508	JBC SAFETY PLASTICS		RS90055CT3M64

Extended Description :

Thickness (minimum), two (2) inches from bottom 0.120

Total weight (minimum) 12 lbs

Base Weight (minimum) 6 lbs. 8 oz.

Base Dimension (minimum) 15" x 15"

Cone Diameter at Base (minimum) 10.50"

tensile Strength (minimum) \* 1200 PSI

Elongation (minimum) \* 200%

Tensile Strength at 200% Elongation 900 PSI

Length Measured from bottom of base to tip of cone 35-3/4" min

Tensile strength as tested e a variance of 15%+/-; Elongation as tested shall receive a variance of 15%+/-

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	28 INCH SLENDER CONE	200.00000	EA	15.77	3154.00

Comm Code	Manufacturer	Specification	Model #
46161508	JBC SAFETY PLASTICS	RS70045SR3m64	

**Extended Description :**

Thickness(minimum), two (2) inches from bottom 0.125

Total Weight (minimum) 10 lbs

Base Weight (minimum) 6 lbs

Base Dimension (minimum) 14" x 14"

Cone Diameter at Base 7.50" minimum 9.50" maximum

Tensile Strength (minimum) 1000 PSI

Elongation (minimum) \* 200%

Tensile Strength at 200% Elongation 900 PSI

Lengths, measured from bottom of base to tip of cone 27 3/4" min

\* Tensile strength as tested shall receive a variance of 15%+/-; Elongation as tested receive a variance of 15 %

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by:	2017-07-17



DOT1800000002	<b>Document Phase</b> Final	<b>Document Description</b> REFLECTORIZED TRAFFIC CONES	<b>Page 4</b> of 4
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

**Disclosure of Interested Parties to Contracts**

Contracting business entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contracting business entity's authorized agent: \_\_\_\_\_

Address: \_\_\_\_\_

Number or title of contract: \_\_\_\_\_

Type or description of contract: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Richard Corey Date Signed: 7-15-17

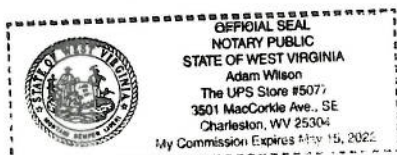
☐ Check here if this is a Supplemental Disclosure.

**Verification**

State of WV, County of Kanawha:

I, Richard Corey, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14 day of July, 2017.



[Signature]  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 17, 2017

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Mark.A.Atkins@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Traffic Cones  
BUYER: Mark Atkins, File#33  
SOLICITATION NO.: CRFQ 0803 DOT1800000002  
BID OPENING DATE: July 25, 2017  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical  
☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 25, 2017 @ 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130



**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, ✓ if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section 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.

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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.

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**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 \$40.00 per day

for each calendar day beyond the 32 working days ARO, until 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 WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. 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 § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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](mailto: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 hearth, 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.



**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Richard Corey, District Manager  
(Name, Title)

RICHARD COREY, DISTRICT MANAGER  
(Printed Name and Title)

2825 FAIRLAWN AVE., DUNBAR, WV 25064  
(Address)

(304) 768-0086 / (304) 768-4893  
(Phone Number) / (Fax Number)

richard.corey@hdsupply.com  
(email address)

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

HD SUPPLY WATERWORKS, LTD.  
(Company)

Richard Corey, District Manager  
(Authorized Signature) (Representative Name, Title)

RICHARD COREY, DISTRICT MANAGER  
(Printed Name and Title of Authorized Representative)

JULY 14, 2017  
(Date)

(304) 768-0086 (304) 768-4893  
(Phone Number) (Fax Number)



Los Angeles  
12245 Florence Ave.  
Santa Fe Springs  
CA 90670  
T 866-PICK-JBC  
F 562-777-0664

Houston  
3232 East Loop North  
Houston  
TX 77029  
T 866-PICK-JBC  
F 562-777-0664

New Jersey  
3390 Rand Road  
South Plainfield  
T 866-PICK-JBC  
F 562-777-0664

This letter serves as notice of our self certification of our traffic cones. Under the NCHRP-350 requirements, type I products such as cones can be self certified by the manufacturer. Our product meets or exceeds all crash test criteria based on historical usage and like products. Historical performance of traffic cones has proven them to be highway usage safe

Additionally, we only use 3M reflective sheeting for our cones and this product is approved in all 50 states. If I can be of further assistance, please call me anytime. If the inspector needs any additional information, please have him call me at the office.

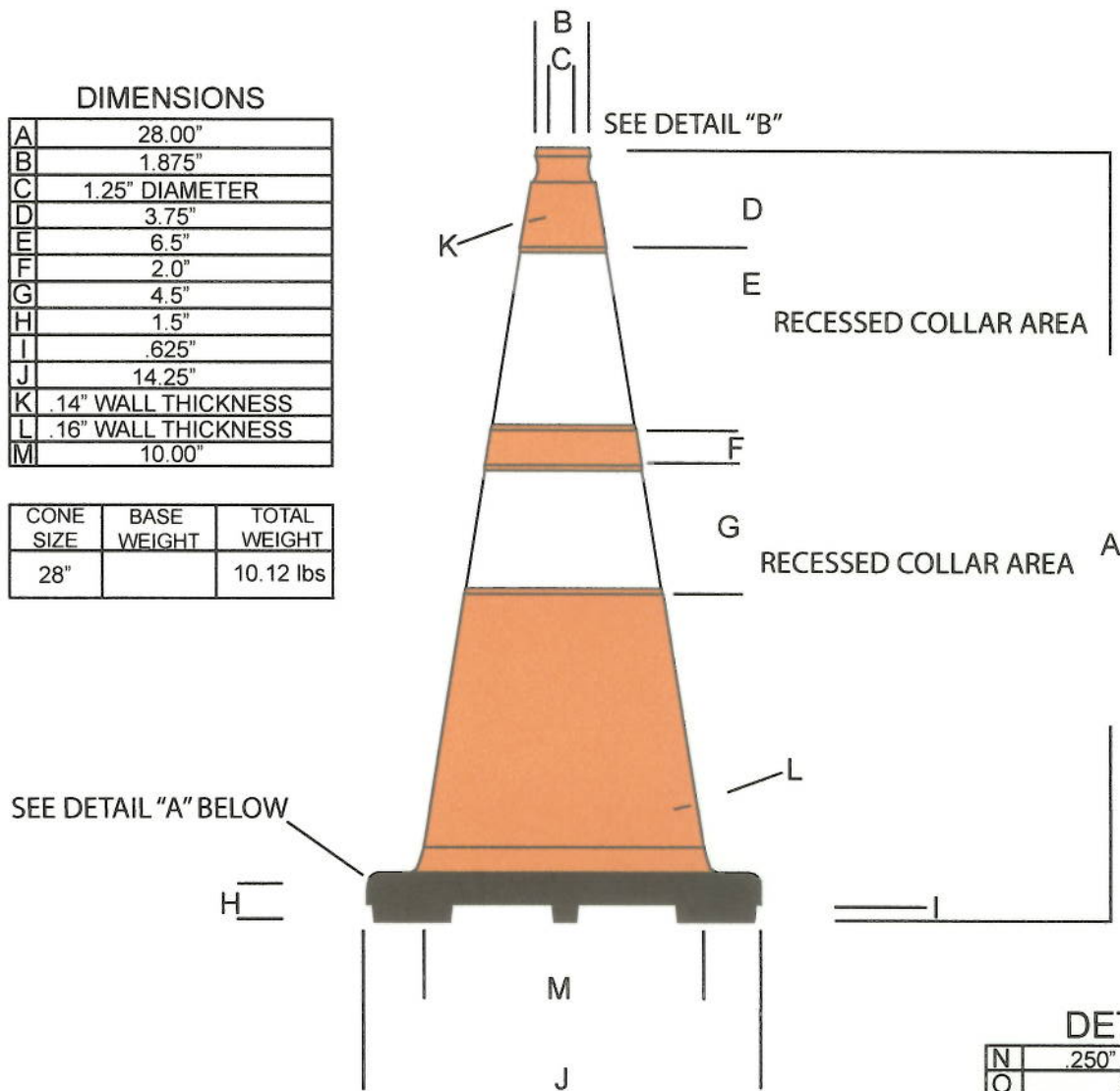
Thanks

Jackson  
JBC Safety Plastic

# DIMENSIONS

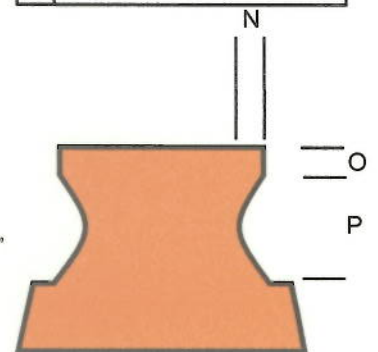
A	28.00"
B	1.875"
C	1.25" DIAMETER
D	3.75"
E	6.5"
F	2.0"
G	4.5"
H	1.5"
I	.625"
J	14.25"
K	.14" WALL THICKNESS
L	.16" WALL THICKNESS
M	10.00"

CONE SIZE	BASE WEIGHT	TOTAL WEIGHT
28"		10.12 lbs



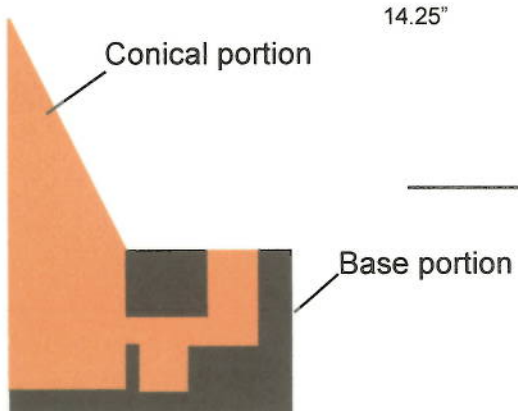
## DETAIL "B"

N	.250" RECESS
O	.3125"
P	.75"



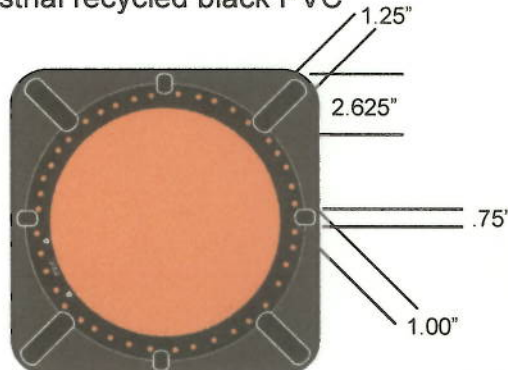
## Notes:

Conical section manufactured from 100% recyclable flourescent orange PVC  
Base manufactured form 100% post industrial recycled black PVC



Circle Interlock System

DETAIL "A"



**28" TRAFFIC CONE  
WIDE BODY  
RS70045CT+3M64**

JBC SAFETY PLASTIC INC.  
710 NOGALES ST  
CITY OF INDUSTRY CA 91748  
www.jbcsafety.com

Date 9/19/13

**REVOLUTION SERIES**

DWG. NO. RS70045CT3M64



**3M** Science.  
Applied to Life.™



Traffic Safety and Security Division

## 3M™ Advanced Engineer Grade Prismatic Sheeting Series 7930









- **Certified:** Meets current ASTM D4956 Type I (engineer grade) specifications for visibility day and night.<sup>1</sup>
- **Workable:** New micro-seal technology provides an easy-to-handle material supporting conventional and select digital imaging methods.\*
- **Visual Appeal:** 3M™ Advanced Engineer Grade Prismatic sheeting helps enable visually uniform images and graphics.

<sup>1</sup>As of the date of this publication.



# Visibility & Uniformity – Day & Night

	Engineer Grade Beaded Series 3200	Engineer Grade Prismatic Series 3430	Advanced Engineer Grade Prismatic Series 7930
Day			
Night**			
Thickness	6.5 mils (0.17 mm)	15.0 mils (0.38 mm)	8.5 mils (0.22 mm)
Standards	ASTM D4956 Type I	ASTM D4956 Type I	ASTM D4956 Type I
	EN12899 Class 1	EEAD-120001-00-0106	EAD-12001-00-0106

\*\*The images shown are taken by a professional photographer using an SLR camera of only one sample sign from each sheeting, and may not represent alone, or in comparison, how drivers will actually see these signs at nighttime.

With more than 75 years of reflective sheeting innovation, 3M is proud to introduce the next-generation of engineer grade prismatic material.

3M™ Advanced Engineer Grade Prismatic Sheeting Series 7930 leverages Micro-seal technology helping enable uniform, workable, and durable prismatic sheeting for non-critical signage applications.

Advanced Engineer Grade Sheeting is available in a variety of colors and sizes designed for compatibility with conventional and select digital imaging methods to meet the needs of your application.\*

3M ID	Product Name
75-0302-4693-0	3M™ Advanced Engineer Grade Prismatic, White, 48" x 50 yard roll
75-0302-4694-8	3M™ Advanced Engineer Grade Prismatic, Yellow, 48" x 50 yard roll
75-0302-4695-5	3M™ Advanced Engineer Grade Prismatic, Red, 48" x 50 yard roll
75-0302-4696-3	3M™ Advanced Engineer Grade Prismatic, Orange, 48" x 50 yard roll
75-0302-4697-1	3M™ Advanced Engineer Grade Prismatic, Blue, 48" x 50 yard roll
75-0302-4698-9	3M™ Advanced Engineer Grade Prismatic, Green, 48" x 50 yard roll
75-0302-3063-5	3M™ Advanced Engineer Grade Prismatic, Brown, 48" x 50 yard roll

For more information please visit [www.3M.com/roadwaysafety](http://www.3M.com/roadwaysafety).

\*Consult 3M technical service or evaluate suitability in your facilities.



Traffic Safety and Security Division  
3M Center, Building 0225-04-N-14  
St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380  
Web [3M.com/roadwaysafety](http://3M.com/roadwaysafety)

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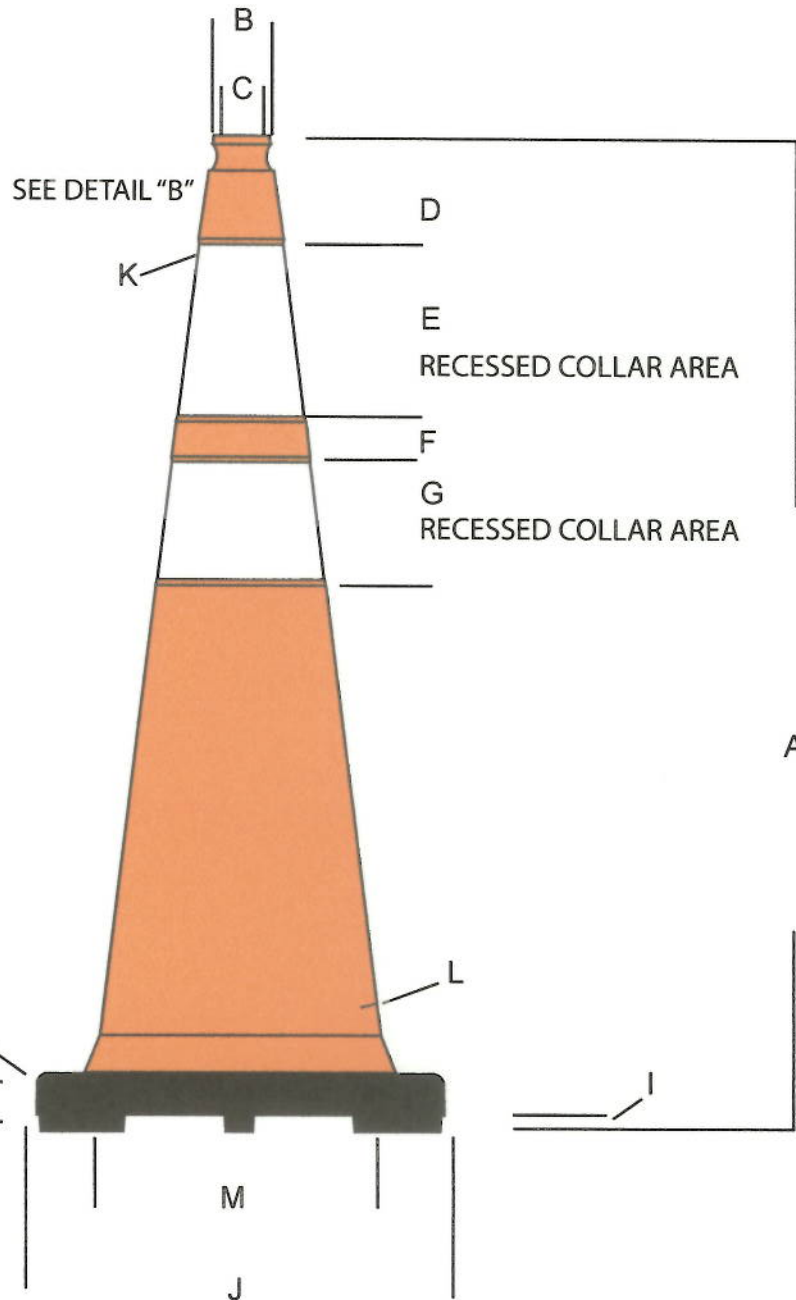
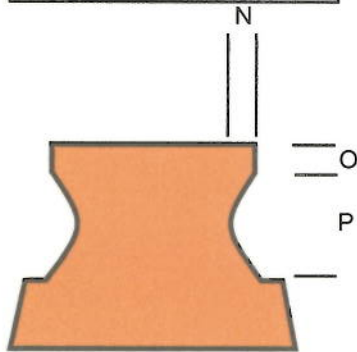
Please recycle. Printed in USA © 3M 2016. All rights reserved.

# DIMENSIONS

A	36.00"
B	2.0"
C	1.375" DIAMETER
D	4.0"
E	6.5"
F	2.0"
G	4.5"
H	2.25"
I	.625"
J	14.75"
K	.14" WALL THICKNESS
L	.17" WALL THICKNESS
M	11.25"

## DETAIL "B"

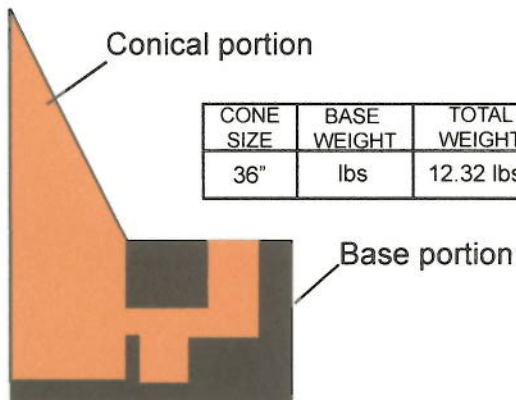
N	.375" RECESS
O	.3125"
P	1.0"



### Notes:

Conical section manufactured from 100% recyclable flourescent orange PVC

Base manufactured form 100% post industrial recycled black PVC



CONE SIZE	BASE WEIGHT	TOTAL WEIGHT
36"	lbs	12.32 lbs

Circle Interlock System  
DETAIL "A"



**36" TRAFFIC CONE  
WIDE BODY  
RS90055CT+3M64**

JBC SAFETY PLASTIC INC.  
710 NOGALES ST  
CITY OF INDUSTRY CA 91748  
[www.jbcsafety.com](http://www.jbcsafety.com)

Date 5/30/13

**REVOLUTION SERIES**

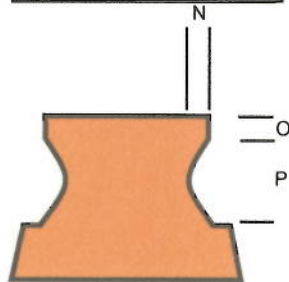
DWG. NO. RS90055CT+3M64



# DIMENSIONS

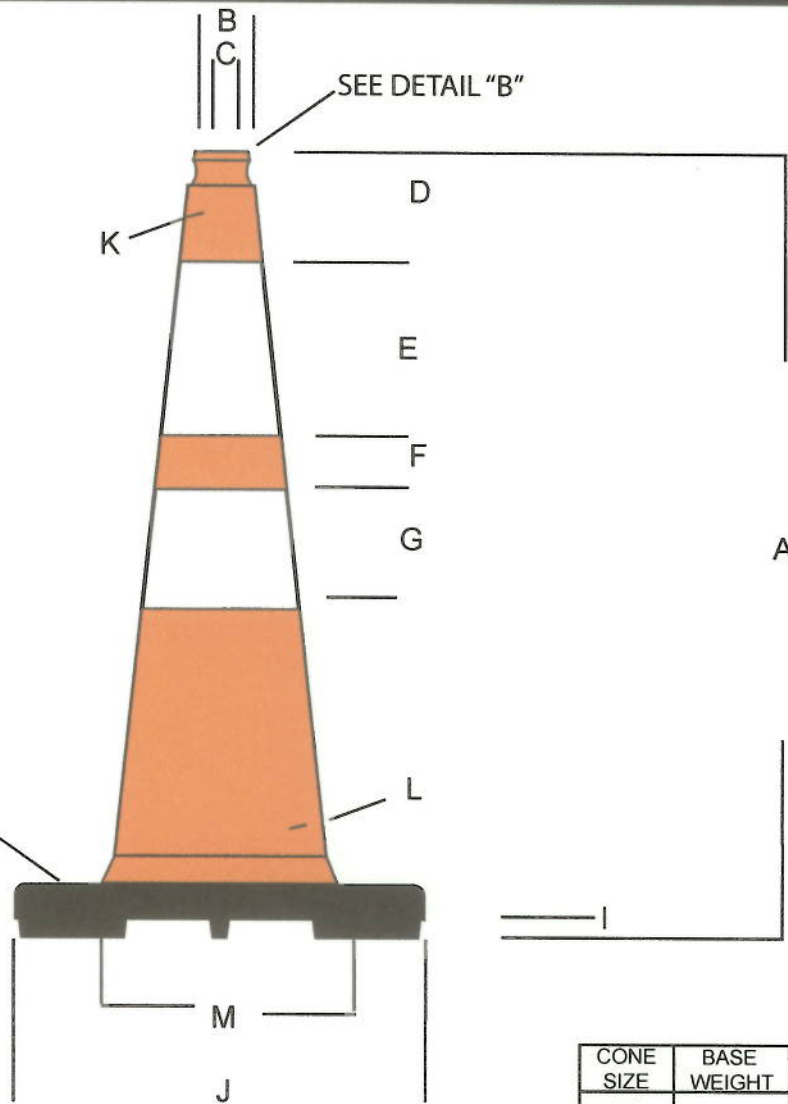
A	28.00"
B	2.125"
C	1.50" DIAMETER
D	3.75"
E	6.00"
F	2.0"
G	4.00"
H	1.5"
I	.625"
J	13.875"
K	.14" WALL THICKNESS
L	.16" WALL THICKNESS
M	7.88"

N	.250" RECESS
O	.3125"
P	.75"



SEE DETAIL "A" BELOW

H

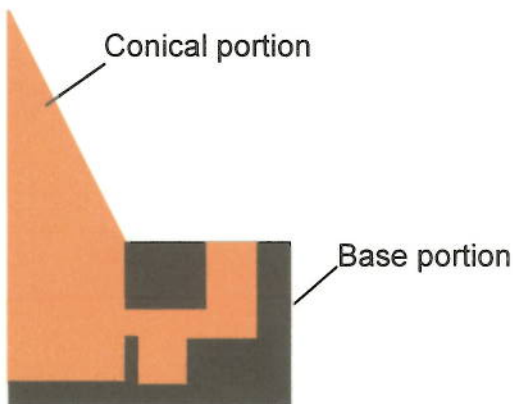


CONE SIZE	BASE WEIGHT	TOTAL WEIGHT
28"		10.12 lbs

## Notes:

Conical section manufactured from 100% recyclable flourescent orange PVC

Base manufactured form 100% post industrial recycled black PVC



Circle Interlock System

DETAIL "A"

	<b>28" TRAFFIC CONE</b> <b>SLIM LINE</b> <b>RS70045S3M64</b>	
	JBC SAFETY PLASTIC INC. 710 NOGALES ST CITY OF INDUSTRY CA 91748 <a href="http://www.jbcsafety.com">www.jbcsafety.com</a>	
Date 11/14/13	<b>REVOLUTION SERIES</b>	DWG. NO. RS70045S3M64