



NATIONAL ACCOUNTS

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WV PURCHASING
DIVISION

February 22, 2021

Mark A. Atkins
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

Re: Solicitation CRFQ 0212
SWC2100000012

Mr. Atkins:

In response to above referenced bid, Paint and Painting Tools & Supplies, The Sherwin-Williams Company is submitting the following:

The Sherwin-Williams Company was founded in 1866 in Cleveland, Ohio by Harry Sherwin and Edward Williams. Since the time, the company, which remains headquartered in Cleveland, OH, has grown to be among the largest paint manufacturers in the world. The company has among its customers 26 state contract, including West Virginia, as well as numerous county and city contracts as well as a variety of institutions of higher learning (references available.)

The company is publicly owned and traded on the New York Stock Exchange under the ticker symbol SHW. No individual or entity owns 10% or more of the company. The company's annual reports, 10K filings and other assorted information can be found at <https://investors.sherwin-williams.com/investor-home/default.aspx>. A list of the officers and directors of the company follows this letter.

Orders to The Sherwin-Williams can be places by fax, phone, on-line or walk-in. Product can then be picked up or delivered using one of the company's delivery vehicles.

The company's credit terms are Net:30.

The company accepts all resaleable merchandise for full credit and refund. Tinted paints are not returnable nor are special orders.

Attached is a list of Sherwin-Williams stores in the state of West Virginia. All these stores (in fact any Sherwin-Williams store) is party to the contract and can service the agencies of the state and its political subdivisions.

If you have any questions, please feel free to me by phone at 240-350-7862 or by email at craig.mackay@sherwin.com and I will be happy to address your concerns.

Respectfully,


Craig Mackay

National Sales Manager- TAG

City	Store Name	Address	State	Zip	County	Phone	Fax	Manager	M-F Open	M-F Close	Sat Open	Sat Close	Sun Open	Sun Close	Store Email
BECKLEY	BECKLEY	25 BY PASS PLAZA SHPG CTR	WV	25801 2209	RALEIGH	(304) 253-0265	3042529302	JARROD DICKENS	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701216@sherwin.com
BLUEFIELD	BLUEFIELD	3104 CUMBERLAND ROAD	WV	24701 4924	MERCER	(304) 327-6194	3043273474	PAUL ISHIHARA	7:00 AM	7:00 PM	8:00 AM	5:00 PM	closed	closed	sw705063@sherwin.com
BRIDGEPORT	BRIDGEPORT	1208 W MAIN ST	WV	26330 1657	HARRISON	(304) 842-5438	3048426801	MEGAN OBERDIER	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701226@sherwin.com
CHARLES TOWN	CHARLES TOWN	182 FLOWING SPRINGS RD	WV	25414 3911	JEFFERSON	(304) 728-9722	3047288721	MICHAEL STONESTREET	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw705249@sherwin.com
CHARLESTON	CHARLESTON	217 RANDOLPH ST	WV	25302 2216	KANAWHA	(304) 343-7546	3043469597	WILLIAM WRIGHT	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701911@sherwin.com
CHARLESTON	CHARLESTON-KANAWHA C	1513 HARRISON AVE	WV	25304 2816	KANAWHA	(304) 925-9109	3049259274	EVAN ROBINSON	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701989@sherwin.com
ELKINS	ELKINS	63 SPENCER DR	WV	26241 3356	RANDOLPH	(304) 636-2573	3046370402	ZACHARY ANDOLSEN	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701074@sherwin.com
FAIRMONT	FAIRMONT	2463 3RD AVE	WV	26554 8014	MARION	(304) 363-0049	3043630141	KATHY MORRIS	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701240@sherwin.com
HUNTINGTON	HUNTINGTON	3784 TEAYS VALLEY RD	WV	25703 1223	CABELL	(304) 525-9103	3045234423	JOSEPH WRIGHT	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701927@sherwin.com
HURRICANE	HURRICANE	25526	WV	25526	PUTNAM	(304) 757-1956	3047571958	MICHAEL PORTILLO	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701907@sherwin.com
MARTINSBURG	MARTINSBURG	1290 EDWIN MILLER BLVD	WV	25404 3702	BERKELEY	(304) 263-6965	3042638279	LAUREN WALTER	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw705559@sherwin.com
MORGANTOWN	MORGANTOWN	289 DON KNOTTS BLVD	WV	26501 6737	MONONGALIA	(304) 292-8409	3042922821	JEFFREY LINDSAY	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701960@sherwin.com
OAK HILL	OAK HILL	265 MALL RD	WV	25801 6111	FAYETTE	(304) 465-6436	3044656438	MICHAEL DAMRON	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701004@sherwin.com
RONCEVERTE	RONCEVERTE-LEWISBURG	214 RED OAKS SHOPPING CENTE	WV	24970 1348	GREENBRIER	(304) 645-4935	3046454986	CLAUDIA CASTRO	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701075@sherwin.com
ST ALBANS	ST ALBANS	1721 MACCORKLE AVE	WV	25177 1927	KANAWHA	(304) 722-3303	3047223313	MARANDA HAYNES	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701380@sherwin.com
STAR CITY	STAR CITY-MORGANTOWN	3625 MONONGAHELA BLVD	WV	26505	MONONGALIA	(304) 598-8592	3045980459	COURTNEY SWEARENGE	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701075@sherwin.com
VIENNA	PARKERSBURG	605 GRAND CENTRAL AVE	WV	26105 2141	WOOD	(304) 485-7358	3044223695	SCOTT STITT	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw721367@sherwin.com
WEIRTON	WEIRTON	3125 MAIN ST	WV	26062 4711	HANCOCK	(304) 748-1750	3047482120	MARY KOHLMAN	7:00 AM	6:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701254@sherwin.com
WHEELING	WHEELING	4B ELM GROVE CROSSING MALL	WV	26003 5300	OHIO	(304) 243-7654	3042437656	GARY GRIFFITH	7:00 AM	7:00 PM	8:00 AM	5:00 PM	10:00 AM	4:00 PM	sw701145@sherwin.com

Board of Directors and Committees

- [Directors](#)
- [Audit Committee](#)
- [Compensation and Management Development Committee](#)
- [Nominating and Corporate Governance Committee](#)

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Wendy's International, Inc.

Arthur F. Anton

Retired, former Chairman and Chief Executive Officer
Swagelok Company

Jeff M. Fettig

Retired, former Chairman of the Board and Chief Executive Officer
Whirlpool Corporation

David F. Hodnik

Retired, former President and Chief Executive Officer
Ace Hardware Corporation

Richard J. Kramer

Chairman of the Board, Chief Executive Officer and President
The Goodyear Tire & Rubber Company

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Avon Products, Inc.

John G. Morikis

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The Sherwin-Williams Company

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Retired, Former Vice Chairman

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Allen J. Mistysyn

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Senior Vice President - Corporate Controller

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Senior Vice President, General Counsel and Secretary

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Senior Vice President - Human Resources

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

State of West Virginia
 Centralized Request for Quote
 Building Supply

Proc Folder: 842615			Reason for Modification:
Doc Description: PAINT21 - Paint and Painting Tools & Supplies			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-10	2021-02-24 13:30	CRFQ 0212 SWC2100000012	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000176155

Vendor Name : The Sherwin-Williams Company

Address : 450 2nd Street

Street :

City : Saint Albans

State : West Virginia **Country :** USA **Zip :** 25177

Principal Contact : Craig Mackay

Vendor Contact Phone: 240-350-7862 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X  **FEIN#** 34-0526850 **DATE** Feb 12, 2021

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 State Agencies and Political Subdivisions for an Open-End Statewide Contract for Interior/Exterior Latex Paint, Oil Base Paints & Stains, Polyurethane, Varnish and related Painting Tools and Supplies, per the attached documents.

This contract shall cover all West Virginia state agencies and political sub-divisions.

The current contract, CMA PAINT17 will expire 3/31/2021.

The current contract, PAINT17 can be viewed at: <http://www.state.wv.us/admin/purchase/swc/PAINT.htm>

It is anticipated that the new contract (CMA PAINT21) will become effective on: 4/1/2021.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Paints, Primers, and Finishes	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31210000			

Extended Description:

Note: Vendor shall complete Exhibit_A Pricing Page(s) for bid pricing and must attach with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

See section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WW 99999	No City US	WW 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Paint Applicators and Painting Accessories	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
31211900			

Extended Description:

Note: Vendor shall complete Exhibit_A Pricing Page(s) for bid pricing and must attach with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

See section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 4:00pm EST	2021-02-15

	Document Phase	Document Description	Page
SWC2100000012	Final	PAINT21 - Paint and Painting Tools & Supplies	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 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: The Sherwin-Williams Company

Authorized Signature: [Signature] Date: Feb 22, 2021

State of Maryland

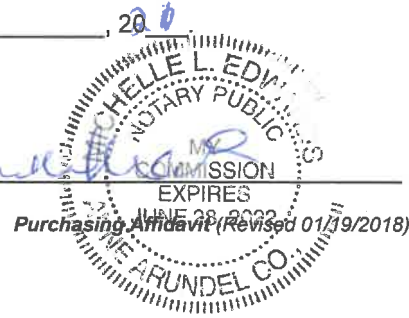
County of AI A, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of February, 2021

My Commission expires 6-28, 2022

AFFIX SEAL HERE

NOTARY PUBLIC



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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: February 15, 2021 due by 4:00pm EST

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: CRFQ SWC21*12 Paint & Supplies
BUYER: Mark Atkins, Senior Buyer
SOLICITATION NO.: CRFQ 0212 SWC210000012
BID OPENING DATE: 02/24/2021
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 or 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: February 24, 2021 @ 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: **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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 250,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: 100,000.00 per occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 § 148-1-5.2.b.

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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.



(Name, Title)
Craig Mackay, National Sales Mgr-TAG

(Printed Name and Title)
450 2nd Street, Suite 3, St. Albans, WV 25177

(Address)
304-727-4359/

(Phone Number) / (Fax Number)
craig.mackay@sherwin.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.

The Sherwin-Williams Company

(Company)



(Authorized Signature) (Representative Name, Title)

Craig Mackay, National Sales Mgr-TAG

(Printed Name and Title of Authorized Representative)

Feb 19, 2021

(Date)

240-350-7862/ 301-902-3924

(Phone Number) (Fax Number)

G-Good B-Better BST-Best

Column 1	Column 2	Column 3	SECTION I- PAINT	PER 1 GALLON			PER 5 GALLON PAIL		
			Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
LINE ITEM	STOCK #	CODE	DESCRIPTION	EST. QTY* (1 gallon)	UNIT PRICE (1 Gallon)	TOTAL (1 Gallon)	EST. QTY* (5 Gallon Pail)	UNIT PRICE (5 Gallon Pail)	TOTAL (5 Gallon Pail)
1	B30W5151	G	Interior Latex Flat- Minimum Volume Solids 32%	100	\$ 6.89	\$ 689.00	20	\$ 34.50	\$ 690.00
2	A20W851	G	Interior Latex Semi-Gloss- Minimum Volume Solids 32%	50	\$ 8.05	\$ 402.50	20	\$ 40.05	\$ 801.00
3	B30WB125	B	Interior Latex Flat- Minimum Volume Solids 36%	50	\$ 6.98	\$ 349.00	10	\$ 35.50	\$ 355.00
4	B20WB115	B	Interior Latex Eggshell Finish- Minumum Volume Solids 36%	50	\$ 8.88	\$ 444.00	20	\$ 43.60	\$ 872.00
5	B20WB115	B	Interior Latex Satin Finish- Minimum Volume Solids 36%	50	\$ 8.88	\$ 444.00	10	\$ 43.60	\$ 436.00
6	A24WB115	B	Interior Latex Semi-Gloss- Minimum Volume Solids 36%	80	\$ 9.81	\$ 784.80	25	\$ 48.55	\$ 1,213.75
7	B30W2651	BST	Interior Latex Flat- Minimum Volume Solids 42%	200	\$ 10.96	\$ 2,192.00	10	\$ 53.80	\$ 538.00
8	B24W2651	BST	Interior Latex Satin Finish- Minimum Volume Solids 42%	50	\$ 11.16	\$ 558.00	5	\$ 55.00	\$ 275.00
9	B31W2651	BST	Interior Latex Semi-Gloss- Minimum Volume Solids 42%	10	\$ 12.29	\$ 122.90	5	\$ 60.95	\$ 304.75
10	B30W2651	BST	Interior Latex Flat, Low Odor, No VOC - Minimum Volume Solids 41%	750	\$ 10.96	\$ 8,220.00	150	\$ 53.80	\$ 8,070.00
11	B24W2651	BST	Interior Latex Eggshell Finish, Low Odor, No VOC - Min. Volume Solids 41%	10	\$ 11.16	\$ 111.60	5	\$ 55.00	\$ 275.00
12	B31W2651	BST	Interior Latex Semi-Gloss, Low Odor, No VOC - Min. Volume Solids 41%	6000	\$ 12.29	\$ 73,740.00	1500	\$ 60.45	\$90,675.00
13	B28W8150	G	Interior Latex Primer- Minimum Volume Solids 29%	200	\$ 6.87	\$ 1,374.00	50	\$ 34.45	\$ 1,722.50
14	B51W450	B	Interior/Exterior Latex Stain Block Primer- Minimum Volume Solids 36%	500	\$ 13.08	\$ 6,540.00	5	\$ 65.05	\$ 325.25
15	Y24W8980	B	Int/Ext Alkyd Stain Block Primer- Minimum Volume Solids 57%	100	\$ 13.12	\$ 1,312.00	5	\$ 65.15	\$ 325.75
16	A06W107	B	Exterior Latex Flat- Minimum Volume Solids 34%	100	\$ 12.59	\$ 1,259.00	30	\$ 62.40	\$ 1,872.00
17	C7W351	B	Exterior Latex Satin- Minimum Volume Solids 34%	300	\$ 12.86	\$ 3,858.00	100	\$ 62.40	\$ 6,240.00
18	C14W351	B	Exterior Latex Gloss- Minimum Volume Solids 34%	200	\$ 13.39	\$ 2,678.00	75	\$ 66.35	\$ 4,976.25
19	A80W2151	BST	Exterior Latex Flat- Minimum Volume Solids 36%	100	\$ 12.51	\$ 1,251.00	75	\$ 64.40	\$ 4,830.00
20	A89W2151	BST	Exterior Latex Satin- Minimum Volume Solids 36%	500	\$ 13.18	\$ 6,590.00	250	\$ 65.45	\$16,362.50
21	A84W2151	BST	Exterior Latex Gloss- Minimum Volume Solids 35%	300	\$ 13.58	\$ 4,074.00	50	\$ 67.40	\$ 3,370.00
22	B66W1151	BST	Int/Ext Direct to Metal Latex Acrylic Satin/Semi-Gloss- Min. Vol. Solids 38%	1000	\$ 15.55	\$ 15,550.00	80	\$ 77.35	\$ 6,188.00
23	B54W101	BST	Int/Ext Industrial Oil Base Enamel Gloss- Minimum Volume Solids 43%	1600	\$ 15.27	\$ 24,432.00	N/A	N/A	N/A
24	B401-1174	BST	Industrial Universal Rust Inhibitive Primer- Minimum Volume Solids 53%	50	\$ 16.66	\$ 833.00	5	\$ 82.25	\$ 411.25
25	B54W101	BST	Interior/Exterior Floor Enamel Gloss Oil Base- Minimum Volume Solids 45%	1000	\$ 15.27	\$ 15,270.00	N/A	N/A	N/A
26	A00300	BST	Traffic Marking Paint Oil Base Quick Dry- Minimum Volume Solids 47%	5	\$ 10.55	\$ 52.75	5	\$ 52.75	\$ 263.75
27	B97WD243	BST	Traffic Marking Paint Acrylic Latex Quick Dry- Minimum Volume Solids 50%	400	\$ 12.81	\$ 5,124.00	100	\$ 63.70	\$ 6,370.00
28	B97WD243	BST	Traffic Marking Paint Latex Quick Dry- Minimum Volume Solids 52%	200	\$ 12.81	\$ 2,562.00	75	\$ 63.90	\$ 4,792.50
29	A14W550	B	Exterior Stain Solid Color Oil	20	\$ 12.39	\$ 247.80	5	\$ 61.25	\$ 306.25
30	A15T005	B	Exterior Stain Semi-Transparent Oil- Minimum Volume Solids 14%	5	\$ 8.44	\$ 42.20	5	\$ 41.70	\$ 208.50
31	A16W351	B	Exterior Stain Solid Color Latex Acrylic- Minimum Volume Solids 33%	175	\$ 10.31	\$ 1,804.25	90	\$ 51.05	\$ 4,594.50
32	A18C800	B	Exterior Clear Oil Base Sealer- Minimum Volume Solids 33%	5	\$ 17.58	\$ 87.90	5	\$ 87.50	\$ 437.50
33	133-7708	B	Int/Ext Gloss Vamish Oil Base- Minimum Volume Solids 45%	5	\$ 33.60	\$ 168.00	N/A	N/A	N/A
34	133-7724	B	Int/Ext Satin Vamish Oil Base- Minimum Volume Solids 44%	10	\$ 33.60	\$ 336.00	N/A	N/A	N/A
35	154-4733	B	Interior Water Base Polyurethane Gloss- Minimum Volume Solids 26%	10	\$ 26.56	\$ 265.60	N/A	N/A	N/A
36	154-4816	B	Interior Water Base Polyurethane Satin- Minimum Volume Solids 26%	40	\$ 26.56	\$ 1,062.40	N/A	N/A	N/A
37	406-0604	B	Lacquer Thinner	60	\$ 11.12	\$ 667.20	5	\$ 48.05	\$ 240.25
Total						\$185,498.90			#####

SECTION II- PAINT TOOLS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ITEM	STOCK #	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL
1	143-9470	1" Width Flat Chip Brush. Ideal for one time jobs. Width 1"/Length 1 1/2"/Thk. 3/8" Mfg. PPR or equal.	250	\$ 0.24	\$ 60.00
2	143-9488	2" Width Flat Chip Brush. Ideal for one time jobs. Width 2"/Length 1 1/2"/Thk. 3/8" Mfg. PPR or equal.	2000	\$ 0.36	\$ 720.00
3	143-9496	3" Width Flat Chip Brush. Ideal for one time jobs. Width 3"/Length 1 1/2"/Thk. 3/8" Mfg. PPR or equal.	700	\$ 0.61	\$ 427.00
4	174-6775	4" Width Flat Chip Brush. Ideal for one time jobs. Width 4"/Length 2"/Thk. 5/8" Mfg. PPR or equal.	550	\$ 1.07	\$ 588.50
5	182-0562	1" All Purpose Polyester/Vamish Flat Brush. Width 1"/Length 2 1/4"/Thk. 3/8" Mfg. Wooster #3286-1 or equal.	20	\$ 0.51	\$ 10.20
6	181-0324	1 1/2" All Purpose Polyester/Vamish Flat Brush. Width 1 1/2"/Length 2 1/4"/Thk. 7/16" Mfg. Wooster #3286-1.5 or equal.	20	\$ 1.93	\$ 38.60
7	182-0570	2" All Purpose Polyester/Vamish Flat Brush. Width 2"/Length 2 1/4"/Thk. 7/16" Mfg. Wooster #3286-2 or equal.	100	\$ 1.23	\$ 123.00
8	182-0588	3" All Purpose Polyester/Vamish Flat Brush. Width 3"/Length 2 3/4"/Thk. 1/2" Mfg. Wooster #3286-3 or equal.	175	\$ 2.02	\$ 353.50
9	182-0596	4" All Purpose Polyester/Vamish Flat Brush. Width 4"/Length 2 3/4"/Thk. 11/16" Mfg. Wooster #3286-4 or equal.	300	\$ 2.43	\$ 729.00
10	6509-21513	1 1/2" Nylon/Polyester Angle Sash Brush. Professional quality wooden handle. Width 1 1/2"/Length 2 3/8"/Thk. 1/2" Mfg. Wooster #3251-1.5 or equal.	30	\$ 5.86	\$ 175.80
11	6509-21620	2" Nylon/Polyester Angle Sash Brush. Professional quality wooden handle. Width 2"/Length 2 5/8"/Thk. 9/16" Mfg. Wooster #3251-2 or equal.	375	\$ 6.34	\$ 2,377.50
12	6509-21638	2 1/2" Nylon/Polyester Angle Sash Brush. Professional quality wooden handle. Width 2 1/2"/Length 2 7/8"/Thk. 5/8" Mfg. Wooster #3251-2.5 or equal.	250	\$ 7.89	\$ 1,972.50
13	6509-21646	3" Nylon/Polyester Angle Sash Brush. Professional quality wooden handle. Width 3"/Length 3 1/8"/Thk. 11/16" Mfg. Wooster #3251-3 or equal.	150	\$ 9.61	\$ 1,441.50
14	6509-70882	3/8" Nap 9" Width All Purpose Roller Covers. Recommended for smooth surface, drywall, plaster. Mfg. Bestt Liebco or equal.	1500	\$ 1.66	\$ 2,490.00
15	6509-21836	3/8" Nap 9" Width Pro Woven Roller Covers. Shed resistant, lint free fabric for all paint. Mfg. Wooster #HR551-4 or equal.	200	\$ 2.14	\$ 428.00
16	6509-70825	3/8" Nap 4" Width Pro Woven Roller Covers. Shed resistant, lint free fabric for all paints. Mfg. Wooster #HR551-4 or equal.	600	\$ 1.54	\$ 924.00
17	6509-70833	1/2" Nap 4" Width Pro Woven Roller Covers. Shed resistant, lint free fabric for all paints. Mfg. Wooster #HR555-4 or equal.	600	\$ 1.64	\$ 984.00
18	180-1497	9" Professional Roller Frame. Heavy duty. Mfg. Wooster #R027 or equal.	400	\$ 1.45	\$ 580.00
19	180-1505	4" Professional Roller Frame. Heavy duty. Mfg. Wooster #HR559 or equal.	750	\$ 0.56	\$ 420.00
20	180-1497	9" Premium Roller Frame. Lightweight. Mfg. Wooster #HR559 or equal.	500	\$ 1.45	\$ 725.00
21	6503-83532	Plastic Roller Tray for 9" Roller Covers. Mfg. Z-PRO or equal.	300	\$ 0.99	\$ 297.00
22	170-9383	Heavy Duty Plastic Roller Tray for 9" Roller Covers with Ladder Hooks. Mfg. Wooster #R404 or equal.	200	\$ 1.92	\$ 384.00
23	170-3263	48" Wood Extension Pole with Metal Threads. Mfg. Bestt Liebco or equal.	50	\$ 2.28	\$ 114.00
24	145-2424	9'x12' 2 mil Plastic Drop Cloths. Mfg. Z-PRO or equal.	25	\$ 1.75	\$ 43.75
25	153-4916	3/4" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 or equal.	20	\$ 1.07	\$ 21.40
26	153-4916	1" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 or equal.	20	\$ 1.07	\$ 21.40
27	172-2297	2" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 or equal.	20	\$ 2.13	\$ 42.60
28	597-9521	1" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 or equal.	20	\$ 3.29	\$ 65.80
29	597-9539	1 1/2" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 or equal.	75	\$ 4.95	\$ 371.25
30	821-8034	2" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 or equal.	75	\$ 5.59	\$ 419.25
31	151-8273	Onetime Lightweight Spackling Paste. 1 quart size. Mfg. Red Devil or equal.	100	\$ 1.16	\$ 116.00
32	151-8323	100% Acrylic Latex Caulk. Paintable. Int/ext use. White only. 10.3 oz. Mfg. PPG Brand Top Gun or equal.	100	\$ 1.35	\$ 135.00
33	151-8323	Siliconized Acrylic Caulk. Paintable. Excellent adhesion and durability. Int/ext use. Colors. 10.3 oz. Mfg. PPG Brand Top Gun or equal.	300	\$ 1.35	\$ 405.00
34	864-4411	100% Silicone Plus Caulk. Int/ext white. Recommended not paintable. 10.1 oz. Mfg. Dap or equal.	20	\$ 4.36	\$ 87.20
35	934-7717	100% Silicone Plus Caulk. Int/ext clear. Recommended not paintable. 10.1 oz. Mfg. Dap or equal.	20	\$ 4.36	\$ 87.20

CRFQ 0212 SWC210000012
 PAINT SUPPLIES
 (PAINT21)

*Estimated Quantities are per Contract Year

36	406-3087	General Purpose Paint Thinner 100% Mineral Spirits. 1 gallon container.	50	\$ 6.94	\$ 347.00
37	1017-50610	Rust Inhibitive Fast Dry Spray Paint. All colors. 12oz. Mfg. PPG Pitt Bull or equal.	3000	\$ 2.71	\$ 8,130.00
38	711-6064	Graffiti and Over Spray Remover. Removes graffiti of aerosol spray paint, ink, felt marker. Will not harm clear coat surface on cars, plexi-glass or polycarbonates. Biodegradable Liquid. Mfg. PPG or equal.	5	\$ 17.96	\$ 89.80
39	6510-99608	Automotive & Heavy Industrial Paint Stripper. Removes epoxy, alkyds, zinc primers, urethane & coal tar epoxies from surfaces such as tanks, bridges, railway cars, painted plastic (car bumpers), etc. Biodegradable Liquid. Mfg. PPG or equal.	5	\$ 21.93	\$ 109.65

PAINT SUPPLIES
(PAINT21)

40	105-3198	Industrial Paint Stripper. Water based, fully biodegradable, non-flammable, Clean up with water. Will not burn skin. Removes epoxy, urethanes, latex, oil based paint from steel, aluminum, concrete, masonry. Mfg. PPG or equal.	5	\$ 33.19	\$ 165.95
41	404-3542	Waste Pint Hardener. Powder form. Quickly hardens latex paint for legal disposal. Environmentally safe. Hardens 2/3 of a gallon per bag. Mfg. BioWash or equal.	10	\$ -	\$ -
42	406-3509	Lacquer Thinner	25	\$ 10.22	\$ 255.50
43	160-0014	Inverted Highway Yellow. All traffic colors.	1200	\$ 4.88	\$ 5,856.00
44	985-6496	3/8" General Purpose Roller Covers. Mfg. Bestt Liebco or equal.	200	\$ 1.24	\$ 248.00
45	989-9386	1/2" General Purpose Roller Covers. Mfg. Bestt Liebco or equal.	100	\$ 1.22	\$ 122.00
46	908-3916	3/4" General Purpose Roller Covers. Mfg. Bestt Liebco or equal.	100	\$ 1.01	\$ 101.00
47	144-0077	5 Gallon Bucket Grids. Mfg. Bestt Liebco or equal.	75	\$ 1.05	\$ 78.75
48	907-8319	3/16"- 9" Roller Cover Woven. Mfg. Wooster #HR552-9 or equal.	300	\$ 0.76	\$ 228.00
49	6502-67641	3/16"- 4" Roller Cover Woven. Mfg. Wooster #HR552-4 or equal.	100	\$ 1.94	\$ 194.00
50	6500-91663	2 1/2" Paint scraper. Mfg. Warner #90189 or equal.	50	\$ 10.44	\$ 522.00
51	161-3633	5 in 1 Glazier Knife. Mfg. Warner #90189 or equal.	30	\$ 1.59	\$ 47.70
52	6501-82694	4 1/2" Jumbo Koter Super Twist Roller Cover. 2 pack. Mfg. Wooster #RR306 or equal.	30	\$ 1.51	\$ 45.30
53	180-6959	14" Jumbo Koter Frame. Mfg. Wooster #RR041 or equal.	20	\$ 1.07	\$ 21.40
54	6501-82686	6 1/2" Jumbo Koter Super Twist Roller Cover. 2 pack. Mfg. Wooster #RR306 or equal.	10	\$ 2.46	\$ 24.60
55	998-5961	4' x 15' PM Canvas Drop Cloth. 10-11 oz or equal.	20	\$ 11.11	\$ 222.20
56	198-0929	9' x 12' PM Canvas Drop Cloth. 10-11 oz or equal.	30	\$ 17.91	\$ 537.30
57	6509-70882	3/8"- 9" Roller Cover Woven. Mfg. Wooster #HR556-9 or equal.	700	\$ 1.66	\$ 1,162.00
58	6509-70916	3/4"- 9" Roller Cover Woven. Mfg. Wooster #HR556-9 or equal.	100	\$ 2.33	\$ 233.00
59	6509-70841	3/4"- 4" Roller Cover Woven. Mfg. Wooster #HR556-4 or equal.	300	\$ 1.68	\$ 504.00
Total					\$ 37,424.10

PAINT TOTAL:	\$ 353,841.15
TOOLS TOTAL:	\$ 37,424.10
GRAND TOTAL:	\$ 391,265.25

VENDOR
NAME: The Sherwin-Williams Company PHONE: ___240-2350-7862___

CONTACT
PERSON: ___Craig Mackay___ (Please Print) FAX: ___304-727-3981___

AUTHORIZED REPRESENTATIVE: *[Signature]* EMAIL: ___craig.mackay@sherwin.com___
_____ Feb 19, 2021 _____
(Signature) (Date)

AUTHORIZED REPRESENTATIVE: ___Craig Mackay___
(Print)

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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"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; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: The Sherwin-Williams Co. Address: 450 2nd St Suite 3
Saint Albans, WV 25177

Name of Authorized Agent: Corporation Service Company Address: 209 W. Washington St. Charleston, WV 25302

Contract Number: CRFQ SWC21*12 Contract Description: Paint & Painting Supplies

Governmental agency awarding contract: Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature]

Date Signed: Feb 22, 2021

Notary Verification

State of Maryland, County of Anne Arundel:

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

Taken, sworn to and subscribed before me this 22nd day of February, 2021

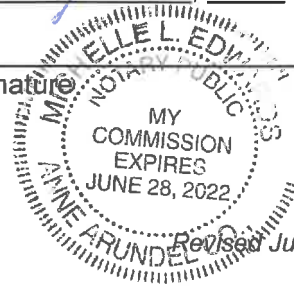
[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: Purchasing Division



EVIDENCE OF LIABILITY INSURANCE	DATE: 04/24/2020
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PRODUCER Hyland Group - Cleveland 6000 Freedom Square Drive, Suite 400 Cleveland, OH 44131 Phone: 216-447-1050, Fax: 216-447-4088	THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The Sherwin-Williams Company and its Listed Subsidiaries and Businesses 101 W. Prospect Ave. Cleveland, OH 44115	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co. of North America	43575
	INSURER C: Qualified Self-Insurance	
	INSURER D: ACE Fire Underwriters Insurance Company	20702

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Insurance may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	GENERAL LIABILITY Occurrence Form General Aggregate Limit Applies Per Policy PRODUCTS COMPLETED OPERATIONS Occurrence Form Products Completed Operations Aggregate Applies Per Policy	HDO G71235919	05/01/2020	05/01/2021	EACH OCCURENCE	\$2,000,000	
		HDO G71235956	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Each Occurrence)	\$2,000,000	
					PERSONAL & ADV INJURY	\$2,000,000	
					GENERAL AGGREGATE	\$10,000,000	
					PRODUCTS COML OPS EACH OCCURENCE	\$5,000,000	
					PRODUCTS/COMP. OPS. AGGREGATE	\$10,000,000	
A	AUTOMOBILE LIABILITY All Owned, Non-Owned and Hired Autos	ISA H25294786	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Each Accident)	\$5,000,000	
B D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR C66926928 - AOS SCF C66927003 - WI WLR C66926965 - AZ	05/01/2020	05/01/2021	X	WC-STATUTORY LIMITS	
						BI BY ACCIDENT - EACH ACCIDENT	\$2,000,000
						BI BY DISEASE - POLICY LIMIT	\$2,000,000
						BI BY DISEASE - EACH EMPLOYEE	\$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SELF-INSURED STATES: AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MD, MA, MI, MO, NJ, NY, NC, NV, OH, OK, PA, SC, TN, TX, VA	05/01/2020	05/01/2021	X	WC-STATUTORY LIMITS	
						BI BY ACCIDENT - EACH ACCIDENT	\$2,000,000
						BI BY DISEASE - POLICY LIMIT	\$2,000,000
						BI BY DISEASE - EACH EMPLOYEE	\$2,000,000
A	EXCESS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCU C66927040	05/01/2020	05/01/2021	X	WC-STATUTORY SPECIFIC LIMIT	
						EMPLOYERS LIABILITY	\$2,000,000

DESCRIPTION OF OPERATIONS

As respects to General Liability, Product Liability and Automobile Liability policies listed above, you are included as an Additional Insured, only if such provision is required by a duly executed written contract between you and the Named Insured and/or any wholly owned subsidiary or business of the Named Insured, but only with respect to specific operations of the Named Insured covered by such contract.

DISCLAIMER

This Evidence of Insurance does not constitute or create a contract between the issuing insurer(s), authorized representative or producer and anyone viewing the Evidence of Insurance. This Evidence of Insurance does not affirmatively or negatively amend, alter or extend the coverage afforded by the policies listed thereon.

HOLDER
 COINSURED ISSUED UPON AWARD

The Sherwin-Williams Company Subsidiary Listing

165 Kirkwood Road Corp.	Homeline Products Group
Acquire Sourcing, LLC	Independent Dealer Group
Comex North America, Inc.	Kool Seal
Contract Transportation Systems Co.	Krylon
CTS National Corporation	Krylon Products Group
Omega Specialty Products & Services LLC	Kwal Paint
Purdy International Corporation	Landmark Office Towers
Sherwin-Williams International Holdings	Landmark Office Towers Management
LLC Sherwin-Williams Leasing, Inc.	MAB Paints
Sherwin-Williams Ohio LLC	M.A.B. Paints, Co.
Sherwin-Williams Realty Holdings, Inc.	M.L. Campbell
Sherwin-Williams Russia LLC	Martin-Senour Company
The Sherwin-Williams US Licensing Company	Martin-Senour Paints
SWI Company	Mautz Paints
SWIMC, Inc.	McCloskey
SWIMC, LLC	Mercury Paints
The Sherwin-Williams Acceptance Corporation	Minwax
The Sherwin-Williams Manufacturing Company	Minwax Company
The Sherwin-Williams Headquarters Company	Minwax, Wood Care Product
The Sherwin-Williams Foundation	Moly-White Pigments Group
Accurate Dispersions	National Aerosol Products Company
Acme Quality Paints	Norfolk Paint Company
AcromaPro Wood Finishes	Old Quaker Paint
AcromaPro	Paint-Safe
Baltimore Paint Group	Parker Paint
Bestt Liebco	PQ Products Group
Brod-Dugan Company	Pratt & Lambert
Cabot	Pratt & Lambert Paints
Cabot Woodcare	Pro Line Paint
Cabot Stains	Purdy
C&M Coatings	Purdy Brushes
CBD Group	Raabe
CTE Meetings	Ress Realty
Color Corporation of America	Ress Realty Company
Color Wheel Paint	Rubberset Company
Columbia Paint & Coatings	Sherwin-Williams Automotive Finishes
Conco Paints	Sherwin-Williams Diversified Brands
Con-Lux Coatings	Sprayon Products
Consumer Brands Group	Specialty Aerosols
Cover the Earth Media	The Terminal Garage Company
Cover the Earth Meetings	The Thompson's Company
Cuprinol Group	Valentine & Co.
Custom Aerosols	Uniflex Coatings
Custom Paint Products Group	United Coatings
Deshler Products	U.S. Chemical & Plastics
Diversified Brands	Watson Adhesives
Dobco	Watson Industrial
Duckback	Watson Standard
Dupli-Color Canada Division	White Lightning Products
Dupli-Color Products	VALSPAR ENTITIES:
Duracoat Powder Manufacturing	Engineered Polymer Solutions, Inc.
DuraSeal	Plasti-Kote Co., Inc.
Duron	Valspar
Duron Paint	Valspar Automotive
Duron Paint & Wallcoverings	Valspar Coatings
Dutch Boy	Valspar Holdings I, Inc.
Dutch Boy Group	Valspar Holdings II, Inc.
Dutch Boy Paints	Valspar Industries Holding, LLC
Fabulon Products	Valspar Refinish, Inc.
Fabulon Wood and Floor Finishes	Valspar Industrial
Flex Bon Paints	Valspar Packaging
Formby's	Valspar Specialty Paints Holding Corporation
Frazee Paint	(formerly Quest Specialty Coatings Holding Corporation)
General Paint	Valspar Specialty Paints, LLC
General Polymers	(formerly Quest Specialty Coatings, LLC) Valspar Paint (NZ) Ltd
Geocel	The Valspar (New Zealand) Corporation Ltd
Geocel Products Group	
H&C Concrete Coatings	
H&C Concrete Stain	
H&C Products Group	

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: February 15, 2021 due by 4:00pm EST

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: CRFQ SWC21*12 Paint & Supplies
BUYER: Mark Atkins, Senior Buyer
SOLICITATION NO.: CRFQ 0212 SWC2100000012
BID OPENING DATE: 02/24/2021
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 or 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 _____ 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: February 24, 2021 @ 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: ~~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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 250,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: 100,000.00 per occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 § 148-1-5.2.b.

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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Craig Mackay Nat. Sales Mgr - TAG
(Name, Title)
Craig Mackay, National Sales Mgr-TAG
(Printed Name and Title)
450 2nd Street, Suite 3, St. Albans, WV 25177
(Address)
304-727-4359/
(Phone Number) / (Fax Number)
craig.mackay@sherwin.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.

The Sherwin-Williams Company
(Company)

Craig Mackay Craig Mackay, National Sales Mgr - TAG
(Authorized Signature) (Representative Name, Title)

Craig Mackay, National Sales Mgr-TAG
(Printed Name and Title of Authorized Representative)

Feb 19, 2021
(Date)

240-350-7862/ 301-902-3924
(Phone Number) (Fax Number)