



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

Header @ 6

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1040019

Procurement Type: Central Purchase Order

Vendor ID: 000000102887

Legal Name: FOSSIL INDUSTRIES, INC.

Alias/DBA:

Total Bid: \$26,362.00

Response Date: 06/15/2022

Response Time: 11:39

Responded By User ID: WVFossil2

First Name: Rhiannon

Last Name: Andrews

Email: rhiannon@fossilgraphics

Phone: 16312549200

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000177

Published Date: 6/9/22

Close Date: 6/15/22

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO\_1 Interpretive Signs for the WVD0H Pollinator

Total of Header Attachments: 6

Total of All Attachments: 6



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1040019  
**Solicitation Description:** ADDENDUM NO\_1 Interpretive Signs for the WVDOH Pollinator  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-06-15 13:30	SR 0803 ESR06152200000007840	1

**VENDOR**  
 000000102887  
 FOSSIL INDUSTRIES, INC.

**Solicitation Number:** CRFQ 0803 DOT2200000177

**Total Bid:** 26362      **Response Date:** 2022-06-15      **Response Time:** 11:39:51

**Comments:** Sample shall be submitted within 15 days of receipt of order. Completed items delivered within 30 days of receipt of approval of proofs.

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	NEPA Compliance Location 36"x24" Graphic Panels	9.00000	EA	205.000000	1845.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

NEPA Compliance Location 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	NEPA Comp Location Traditional Low-Profile Frame, In-Ground	4.00000	EA	652.000000	2608.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

NEPA Comp Location Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	District 1: 36"x24" Graphic Panels	2.00000	EA	205.000000	410.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 1: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	District 1: Traditional Low-Profile Frame, In-Ground	2.00000	EA	652.000000	1304.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 1: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	District 2: 36"x24" Graphic Panels	1.00000	EA	205.000000	205.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 2: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	District 2: Traditional Low-Profile Frame, In-Ground	1.00000	EA	652.000000	652.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 2: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	District 3: 36"x24" Graphic Panels	2.00000	EA	205.000000	410.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 3: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	District 3: Traditional Low-Profile Frame, In-Ground	2.00000	EA	652.000000	1304.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 3: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	District 4: 36"x24" Graphic Panels	3.00000	EA	205.000000	615.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 4: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	District 4: Traditional Low-Profile Frame, In-Ground	3.00000	EA	652.000000	1956.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 4: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	District 5: 36"x24" Graphic Panels	6.00000	EA	205.000000	1230.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 5: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	District 5: Traditional Low-Profile Frame, In-Ground	6.00000	EA	652.000000	3912.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 5: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	District 6: 36"x24" Graphic Panels	1.00000	EA	205.000000	205.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 6: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	District 6: Traditional Low-Profile Frame, In-Ground	1.00000	EA	652.000000	652.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 6: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	District 7: 36"x24" Graphic Panels	1.00000	EA	205.000000	205.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 7: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	District 7: Traditional Low-Profile Frame, In-Ground	1.00000	EA	652.000000	652.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 7: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	District 9: 36"x24" Graphic Panels	3.00000	EA	205.000000	615.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 9: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	District 9: Traditional Low-Profile Frame, In-Ground	3.00000	EA	652.000000	1956.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 9: Traditional Low-Profile Frame, In-Ground

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	District 10: 36"x24" Graphic Panels	2.00000	EA	205.000000	410.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:** CHPL

**Extended Description:**

District 10: 36"x24" Graphic Panels

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	District 10: Traditional Low-Profile Frame, In-Ground	8.00000	EA	652.000000	5216.00

Comm Code	Manufacturer	Specification	Model #
55120000			

**Commodity Line Comments:**

**Extended Description:**

District 10: Traditional Low-Profile Frame, In-Ground



## Graphics 10-Year Warranty (Not Prorated)

Fossil Industries, Inc. (Manufacturer) warrants for a period of ten (10) years from the date of purchase, that under normal use it's CHPL graphics will be free of manufacturing defects that cause fading, delamination, peeling, blistering or cracking.

To ensure the best results from your purchase, please review Fossil's "Panel Thickness and Installation Guide" and "Care & Maintenance" pdf. These documents are found on our website under "Resources", and contains information that may affect your warranty and the enjoyment of your purchase.

Manufacturer does not give warranty as to merchantability or fitness for a particular use, nor will any oral statement constitute a warranty or amend a specific warranty. Manufacturer shall have no obligation or liability to any person or entity for any loss, damage or injury in connection with or arising from the purchase, use, or inability to use this product, or for any special, indirect, collateral, incidental, consequential or exemplary damages such as, but not limited to, loss of anticipated profits, costs of installation, repair, removal, disposal or other economic loss. The sole remedy will be for the repair or replacement of the defective product, at the discretion of the Manufacturer.

This warranty is supplied to the buyer in place of all other warranties, expressed or implied. Claims resulting from misuse, willful destruction, acts of God, or improper fabrication / installation will be disallowed. Laminate grades must have edges and back sealed from moisture. Interior grades must not be exposed to sunlight. As some degradation of materials and graphics over time is considered normal wear, this limited warranty applies to qualities that can be detected visually from a typical viewing distance that dramatically affect the normal use of the graphic. Any repair or replacement shall be warranted for a period up to the remaining life of the original warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state, therefore, some limitations stated above may not apply to you.

With each order you will receive a "Project Detail Sheet" which includes your Contact Information, Order # and your actual Warranty. Please save that document for your records. This warranty statement applies to graphics produced on or after 4-16-2012.

Updated: 11-4-2015



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2200000177**

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

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

**Addendum Numbers Received:**

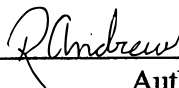
(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Fossil Industries, Inc.

Company

\_\_\_\_\_  


Authorized Signature

\_\_\_\_\_  
6/13/2022

Date

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

REQUEST FOR QUOTATION  
**Interpretive Signs for the WVDOH Highway Pollinator Mitigation Initiative**

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- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Rhiannon Andrews  
**Telephone Number:** 631-254-9200  
**Fax Number:** 631-254-4172  
**Email Address:** rhiannon@fossilgraphics.com

**Interpretive Signs for the WVDOH Highway Pollinator Mitigation Initiative**  
**PRICING PAGE, ATTACHMENT A (ATT A)**

VENDOR INSTRUCTIONS: Vendor shall provide a bid price for all Contract Items listed below. Failure to provide a bid price for all Contract Items will result in the disqualification of the bid submission. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Vendor shall include shipping cost in their bid pricing for all items, including graphic panel proof; shipping and delivery fees will not be paid separately. The delivery locations and delivery quantities are listed on Exhibit 3 (EXH 3)- Deliveries to District Locations.

Contract Item	Description	Quantity	Unit of Measure	Cost Per Unit	Extended Cost (Total)
A	36"x24" Graphic Panels	30	Each	\$205.00	\$6,150.00
B	Traditional Low-Profile Frame, In-Ground Mount, including hardware	31	Each	\$652.00	\$20,212.00
				<b>TOTAL COST:</b>	<b>\$26,362.00</b>

\*Revised quantity for Item B from 25 to 31 per Addendum 1  
 \*Item A panels are being submitted as CHPL graphics.

**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) Rhiannon Andrews, Account Executive

(Printed Name and Title) Rhiannon Andrews, Account Executive

(Address) 44 W. Jefryn Blvd. Deer Park, NY 11729

(Phone Number) / (Fax Number) 631-254-9200 / 631-254-4172

(email address) rhiannon@fossilgraphics.com

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

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Fossil Industries, Inc.

(Company)

R Andrews

(Authorized Signature) (Representative Name, Title)

Rhiannon Andrews, Account Executive 6/13/2022

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

631-254-9200 / 631-254-4172

(Phone Number) (Fax Number)

rhiannon@fossilgraphics.com

(Email Address)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cotgreave Insurance Agency, Inc. 558 Portion Rd.  Ronkonkoma NY 11779		<b>CONTACT NAME:</b> Julie Ribaudo <b>PHONE (A/C, No, Ext):</b> (631) 981-5400 <b>E-MAIL ADDRESS:</b> jfitzpatrick@get-insured.com <b>FAX (A/C, No):</b> (631) 981-5448	
<b>INSURED</b>  Fossil Industries, Inc. 44 Jefryn Blvd., Unit C  DEER PARK NY 11729		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Utica National Assurance Compa <b>INSURER B:</b> Republic Franklin Ins Co <b>INSURER C:</b> Graphics Arts <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10687 00798 25984	

**COVERAGES****CERTIFICATE NUMBER:** 21-22 22-23 WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE MAY BE ISSUED OR 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1650778	04/30/2021	04/30/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1650778	04/30/2021	04/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CULP3301872	04/30/2021	04/30/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5047919	03/31/2022	03/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured, if required by written contract, subject to policy terms and conditions.

Purchasing custom signs

**CERTIFICATE HOLDER****CANCELLATION**

State of WV  
1900 Kanawha Blvd  
E Bldg 5  
Charleston

WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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