



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
 Highways

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BID RECEIVING LOCATION

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

09/14/23 09:53:47
 WV Purchasing Division

VENDOR

Vendor Customer Code: 191943

Vendor Name : **Advanced Drainage Systems, Inc.**

Address :

Street : **4640 Trueman Blvd**

City : **Hilliard**

State : **OH**

Country : **United States**

Zip : **43026**

Principal Contact : **Jason Foster**

Vendor Contact Phone: **(304) 360-7386**

Extension:

FOR INFORMATION CONTACT THE BUYER

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



Alexandra Czenwonka
 Notary Public, State of Ohio
 Commission #: 2023-RE-966917
 My Commission Expires 07-10-28

Vendor Signature X *[Signature]*

FEIN# **51-0105665**

DATE **9-18-23**

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

	Document Phase	Document Description	Page
DOT2400000016	Final	Corrugated Pipe Materials 6623C042	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Vendor Name: ADVANCED DRAINAGE SYSTEMS CORRUGATED PIPE MATERIALS

PART I

Vendors Instructions:

Vendors may bid any or all Contract Items listed below. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items which meet all mandatory requirements of this Contract. The low bid Vendor shall be determined per project, as per the Contract Specifications Section 4.1. Vendor shall provide a Unit Cost bid for Contract Items listed below, for the lengths listed below. Bid price shall include delivery FOB to the WVDOH destination designated on the Delivery Order at the time of need.

SINGLE WALL CORRUGATED POLY PIPE					
Contract Item #	Contract Item Description	Length	EST. QTY.	Unit of Measure	Unit Cost
1	4" Poly Pipe Perforated Under-Drain Pipe, Per Coil	250 Feet	12	Each	\$0.47 per foot
2	6" Poly Pipe Perforated Under-Drain Pipe, Per Coil	100 Feet	12	Each	\$1.27 per foot

CORRUGATED PIPE MATERIALS**PART II****Vendors Instructions:**

Vendors may bid any or all Contract Items listed below. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items which meet all mandatory requirements of this Contract. The low bid Vendor shall be determined per project, as per the Contract Specifications Section 4.1. Vendor shall provide a Unit Cost bid for Contract Items listed below, for the lengths listed below. Bid price shall include delivery FOB to the WVDOH destination designated on the Delivery Order at the time of need.

HDPE PIPE, PROFILE WALL, 20 FT and 30 FT

Note: Split Couplings are incidental to HDPE and PP Pipe.

Contract Item #	Contract Item Description	Length	Est. Qty.	Unit of Measure	Unit Cost
3	15" HDPE Pipe, Profile Wall, Standard	20 FT	601	Each	\$6.90 per foot
4		30 FT	3	Each	\$8.73 per foot
5	18" HDPE Pipe, Profile Wall, Standard	20 FT	3871	Each	\$9.60 per foot
6		30 FT	700	Each	\$12.14 per foot
7	24" HDPE Pipe, Profile Wall, Standard	20 FT	1560	Each	\$17.00 per foot
8		30 FT	450	Each	\$21.51 per foot
9	30" HDPE Pipe, Profile Wall, Standard	20 FT	277	Each	\$25.00 per foot
10		30 FT	100	Each	\$31.62 per foot
11	36" HDPE Pipe, Profile Wall, Standard	20 FT	735.5	Each	\$33.00 per foot
12		30 FT	305	Each	\$43.13 per foot
13	48" HDPE Pipe, Profile Wall, Standard	20 FT	404	Each	\$57.00 per foot
14		30 FT	115	Each	\$74.51 per foot
15	60" HDPE Pipe, Profile Wall, Standard	20 FT	274	Each	\$84.00 per foot
16		30 FT	50	Each	\$109.80 per foot

PART III

Vendors Instructions:

Vendors may bid any or all Contract Items listed below. This is a multiple vendor award contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items which meet all mandatory requirements of this Contract. The low bid Vendor shall be determined per project, as per the Contract Specifications Section 4.1. Vendor shall provide a Unit Cost bid for Contract Items listed below, for the lengths listed below. Bid price shall include delivery FOB to the WVDOH destination designated on the Delivery Order at the time of need.

POLYPROPYLENE PIPE, 20 FT and 30 FT

Note: Split Couplings are incidental to HDPE and PP Pipe.

Contract Item#	Contract Item Description	Length	Est. Qty.	Unit of Measure	Unit Cost
17	15" PP Pipe, Dual Wall, Standard	20 FT	3	Each	\$15.50 per foot
18		30 FT	4	Each	No Bid
19	18" PP Pipe, Dual Wall, Standard	20 FT	3	Each	\$22.00 per foot
20		30 FT	4	Each	No Bid
21	24" PP Pipe, Dual Wall, Standard	20 FT	4	Each	\$36.69 per foot
22		30 FT	3	Each	No Bid
23	30" PP Pipe, Dual Wall, Standard	20 FT	3	Each	\$57.00 per foot
24		30 FT	3	Each	No Bid
25	36" PP Pipe, Dual Wall, Standard	20 FT	3	Each	\$63.00 per foot
26		30 FT	4	Each	No Bid
27	48" PP Pipe, Dual Wall, Standard	20 FT	3	Each	\$124.00 per foot
28		30 FT	3	Each	No Bid
29	60" PP Pipe, Dual Wall, Standard	20 FT	3	Each	\$170.00 per foot
30		30 FT	3	Each	No Bid

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Corrugated Pipe Materials

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end, multiple award contract for Corrugated Pipe Materials for WVDOH projects throughout the state of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“AASHTO”** - The American Association of State Highway and Transportation Officials. Reference <https://transportation.org/>

 - 2.2 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.3 **“ASTM”** – The American Society for Testing and Materials.
<https://www.astm.org/>

 - 2.4 **“Contract Item(s)”** - The list of items available for a Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.5 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.

 - 2.6 **“Emergency Requests”** – Work Orders requiring to be done without delay owing to circumstances with regard to which the WVDOH could not have reasonably expected and have been designated as such by a representative of the WVDOH.

 - 2.7 **“FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

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Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Sections 604, 606, 713 and 714 as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.2.1 Part I: Corrugated Polyethylene Underdrainage Pipe – Single Wall, Contract Items 1 and 2,** shall be bid in 100-foot and 250-foot increments. Pipe shall conform to the requirements of Standard Specs Sections 606 and 714, as amended.
- 3.2.2 Part II: Corrugated High-Density Polyethylene (HDPE) Pipe, Profile Wall - Contract Items 3 through 16,** shall be bid in 20-Foot and 30-Foot length joints. Pipe shall conform to the requirements of Standard Specs Sections 604 and 714, as amended, and AASHTO M 294, types “S” or “D”. Pipe shall be fabricated such that the connection of pipe sections will form a continuous line free from irregularities in the flow line. Flexible pipes shall be joined by bell and spigot joints, and the pipe shall be installed to preserve the alignment, provide a leak resistant joint that conforms to ASTM D3212 performance requirements, and prevent the separation of sections. Vendors bidding must source approved suppliers/fabricators from MCS&T, APL 714.019.003 Corrugated Polyethylene Plastic Pipe, as amended. Reference: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx
- 3.2.3 Part III: Corrugated Polypropylene (PP) Pipe, Dual Wall – Contract Items 17 through 30,** shall be bid in 20-foot and 30-foot length joints. Corrugated PP Pipe shall conform to the requirements of Standard Specs Sections 604 and 714.17, and ASTM F2881M or AASHTO M 330. Flexible pipes shall be joined by bell and spigot joints, and the pipe shall be installed to preserve the alignment, provide a leak resistant joint that conforms to ASTM D3212 performance requirements, and prevent the separation of sections. The dual wall pipe and fittings shall meet the requirements of ASTM F2306/ F2306M, F2763, F2764/F2764M, F2881/F2881M and F2947/F2947M or AASHTO M 330.
- 3.2.4 Split Couplings:** Split Couplings are used occasionally by the WVDOH and shall be incidental to the ordering of HDPE or PP pipe only. The cost of Split Couplings should be factored into the bid price of pipe. Vendors shall

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Standard Specs, with grating assemblies made of structural steel, suitable welded, to form the open slot and hot-dip galvanized to meet provisions of ASTM A 123. Pipe shall be in 20-foot sections. Note: Bands may or may not be purchased when the pipe is purchased.

3.2.9 PART VIII: Aluminum Coated (Aluminized) Steel, Type II Corrugated Metal Pipe, Contract Items 227 – 246 shall conform to the requirements of Standard Specs Section 713.24 and AASHTO M 36. Pipe shall be in 20-foot sections. Note: Bands may or may not be purchased when the pipe is purchased.

3.2.10 PART IX: Aluminum Coated (Aluminized) Steel, Type II Corrugated Metal Culvert Arch Pipe, Contract Items 247 - 318 shall conform to the requirements of Standard Specs Section 713.24 and AASHTO M 36. Pipe shall be in 20-foot sections. Note: Bands may or may not be purchased when the pipe is purchased.

3.2.11 PART X: Aluminum Coated (Aluminized) Culvert Pipe (Type I), Contract Items 319 - 398, reference Section 713.2 of the Standard Specs and AASHTO M 36. Pipe shall be in 20-foot sections. Note: Bands may or may not be purchased when the pipe is purchased.

3.2.12 PART XI: Corrugated Aluminum Alloy Under - Drain Pipe (Type III) perforated, Contract Items 399-400, reference Section 713.2 of the Standard Specs. Pipe shall be in 20-foot sections. Note: Bands may or may not be purchased when the pipe is purchased.

PART XII: Three-Sided Shell and Full Aluminum Inverts, Contract Items 401 - 1096, reference Section 713.18 of the Standard Specs. Aluminum accessories for three-sided shells are available for bid within each category of Corrugated Pipe Material on ATT A.

NOTE: Most structures with full aluminum inverts are limited to a maximum of four feet of cover. Most three-sided (bottomless) structures on concrete footings can handle up to five feet of cover. Consult the manufacturer for the specifics on each size.

3.2.13 Sizes, Shapes, Corrugations, Metal Thicknesses: pipe shall be per the following table unless otherwise noted on the Pricing Page (ATT A) for the Pipe-Arch bid sizes:

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- 4.2.1** The Pricing Pages contain a list of Contract Items and estimated purchase volumes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 4.2.2** Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov
- 4.2.3** Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of the Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

- 4.3 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.
- 4.4 Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

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WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs, and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

- 6.2 Delivery Time:** Vendor shall deliver standard orders within ten (10) working days after orders are received. The minimum total dollar value order shall be no less than \$1,000.00. Additional shipping charges may be added by the Vendor to any total dollar value order of less than \$1,000.00 per delivery site. Vendor shall ship all orders in accordance with the established delivery date and shall not hold orders until a minimum delivery quantity is met unless otherwise directed by the WVDOH.
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of a delayed order and/or obtaining the items ordered from another awarded vendor or proceeding with an Emergency Purchase from the open market.
- 6.4** The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the delivery date noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete a project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

- 6.4.1 Liquidated Damages:** If the Vendor's delivery or corrections of delivery error exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule

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purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to the Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

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.

(Printed Name and Title) Jason Foster, Territory Manager
(Address) 4640 Trueman Blvd, Hilliard OH 43026
(Phone Number) / (Fax Number) (304) 360-7386
(Email address) Jason.Foster@ads-pipe.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

Advanced Drainage Systems, Inc.

(Company)

(Signature of Authorized Representative)

Mike Huebert, EVP of Sales

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

(800) 833-7473, (614) 658-0054

(Phone Number) (Fax Number)

Michael.Huebert@adspipe.com

(Email Address)



GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ 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.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

