



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

State of West Virginia
Master Agreement

Order Date: 04-07-2023

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 PAINT23 1	Procurement Folder:	1194437
Document Name:	PAINT23 - Paint & Painting Supplies	Reason for Modification:	Award of CRFQ 0212 SWC230000012
Document Description:	PAINT23 - Paint and Painting Tools & Supplies		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-03-31

VENDOR				DEPARTMENT CONTACT			
Vendor Customer Code:	000000176155			Requestor Name:	Mark A Atkins		
THE SHERWIN-WILLIAMS COMPANY				Requestor Phone:	(304) 558-2307		
307 R UPPER RIVER RD				Requestor Email:	mark.a.atkins@wv.gov		
GALLIPOLIS	OH	45631		23	FILE LOCATION _____		
US							
Vendor Contact Phone:	740-446-2511	Extension:		2 CFR 200 Compliant			
Discount Details:							
	Discount Allowed	Discount Percentage	Discount Days				
#1	No	0.0000	0				
#2	No						
#3	No						
#4	No						

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

Total Order Amount: _____ **Open End**

John A. Atkins
 4/7/2023

Purchasing Division's File Copy

ENTERED

MA 4/7/2023
PURCHASING DIVISION AUTHORIZATION
 DATE: _____
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: _____
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: _____
 ELECTRONIC SIGNATURE ON FILE

4/11/2023

Extended Description:

Blanket Open-End Statewide Contract:

CMA 0212 PAINT23 - Paint & Painting Supplies

The vendor, The Sherwin-Williams Company agrees to enter into a Statewide Open-End Contract for Interior/Exterior Latex Paint, Oil Base Paints & Stains, Polyurethane, Varnish and related Painting Tools and Supplies per the bid requirements, specifications, terms and conditions, and the Vendor's submitted and accepted bid dated 03/28/2023, per the attached documentation and pricing pages. All incorporated herein by reference and a part of hereof.

This contract is mandatory use for all orders in excess of \$100.00. Orders of less than \$100.00 may be purchased from any local source to eliminate delivery charges, if such local delivered purchase results in savings.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	31210000			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Paints, Primers, and Finishes

Extended Description:

See attached Exhibit A Pricing Pages for Contract pricing.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	31211900			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Paint Applicators and Painting Accessories

Extended Description:

See attached Exhibit A Pricing Pages for Contract pricing.

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.

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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term 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 the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

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.

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$250,000.00 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.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, 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.

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 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

Please see attached Disclosure of Interest Form

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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Beniam Tirfe: Strategic Account Manager

(Address) 33 Technology Drive, Warren, NJ 07059

(Phone Number) / (Fax Number) 240-350-7862/ 732-248-9730

(Email address) beniam.tirfe@sherwin.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.

The Sherwin-Williams Company

(Company)

Beniam Tirfe

(Signature of Authorized Representative)

Beniam Tirfe: Strategic Account Manager 03/15/2023

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

240-350-7862/732-248-9730

(Phone Number) (Fax Number)

beniam.tirfe@sherwin.com

(Email Address)

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR
SURPLUS AREA FIRMS:**
(2 C.F.R. § 200.321)

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

EXHIBIT_C

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Type text here

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT_C

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

Vendor Name:

By: Toby L Welch

By: The Sherwin-Williams Company

Printed Name: Toby Welch

Printed Name: Beniam Tirfe

Title: Senior Buyer

Title: Strategic Account Manager

Date: 03/30/2023

Date: 03/23/2023

EXHIBIT_C

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

EXHIBIT_C

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

EXHIBIT_C

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

EXHIBIT_C

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

EXHIBIT_C

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

EXHIBIT_C

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

EXHIBIT_C

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

© 2021 Thomson Reuters. No claim to original U.S.
Government Works.

EXHIBIT_C

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

REQUEST FOR QUOTATION
CRFQ 0212 SWC230000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** 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. This contract shall encompass all West Virginia State Agencies and Political Sub-Divisions.

CMA PAINT21 will expire 3/31/2023. It is anticipated that the new contract (CMA PAINT23) will become effective on: 4/1/2023.

The current contract, PAINT21 can be viewed at:

<http://www.state.wv.us/admin/purchase/swc/PAINT.htm>

The current spend for PAINT21 by Year as reported by the incumbent vendor is provided as **Exhibit_C**. No other spend data is available from the Purchasing Division. The spend amounts supplied are for informational purposes only and do not guarantee future spending amounts for the next awarded contract.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Exhibit A Pricing Pages, which are the items that Vendor shall sell to Agency under this Contract.
- 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit_A and used to evaluate the Solicitation responses.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “MPI”** means the Master Painters Institute. The website may be accessed at http://www.paintinfo.com/mpi/approved/Partner_index.shtml
- 2.5 “MSDS”** means Material Safety Data Sheet.
- 2.6 “VOC”** means Volatile Organic Compound and are solvents that get released into the air as the paint dries.

REQUEST FOR QUOTATION
CRFQ 0212 SWC230000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

3. GENERAL REQUIREMENTS:

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

3.2 Mandatory Paint Requirements:

3.2.1 Volume Solids: for Contract Items bid by Vendor must be within two percent (2%) of volume solids listed on the Pricing Pages

3.2.2 Dry Film Thickness: Each product bid shall meet the required dry film thickness (DFT) per coat of two (2) mils.

3.2.3 Interior & Exterior Paint: Interior and exterior latex paint shall have a durable useful life of more than ten (10) years when applied in accordance with the manufacturer's instructions.

3.2.4 Storage Stability / Warranty: The shelf life of paint shall be at least one (1) year from date of purchase. Some "soft setting" will be allowed but the materials shall be easily re-dispersed with a hard paddle.

3.2.4.1 The State reserves the right, at any time within one year of acceptance, to check any paint delivered for conformance to the requirements of the Contract.

3.2.4.2 Any paint failing to comply with the specifications will be returned to the contractor for replacement at no cost to the State.

3.2.4.3 Any and all expenses associated with returns including re-inspection and re-testing shall be the responsibility of the vendor.

3.2.5 Condition in Container: The paint, as received, shall be ready to use and shall show no evidence of biological growth, putrefaction, debris, foreign material, skinning, hard settled pigment, or corrosion of the container.

3.2.5.1 The paint shall be easily dispersible to a uniform condition by hand stirring.

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

3.2.6 Product Certification: The offered products shall meet the applicable Master Painters Institute (MPI) Approved Products List (APL) most recent update at the time the product is ordered. The MPI APL is updated two (2) times a year and can be located at:

http://www.paintinfo.com/mpi/approved/Partner_index.shtml

3.2.7 Application: The paint shall be suitable for application by brush, roller and airless sprayers (without filtering).

3.2.7.1 The paint shall have good flowing and brushing properties and the finish coat shall dry to a smooth uniform film.

3.2.7.1.1 The finish coat shall be free from lap marks, excessive brush marks, orange peel, craters, coarse particles, blisters, fisheyes, pitting or pinholes after drying.

3.2.8 Finish: The dried finish coat shall be uniform in color, appearance, and sheen.

3.2.8.1 There shall be no flashing or ghosting.

3.2.9 Odor: The odor of the paint in the can and during application shall not be putrid, musty, or fermented. There should not be a strong odor of solvent.

3.2.9.1 The paint shall have no residual odor after 48 hours of air drying.

3.2.10 Coverage:

3.2.10.1 Pastel colors must have one (1) -coat application capability.

3.2.10.2 Mid-tone and deep-tone colors must have a maximum capability of two (2) coat coverage.

3.2.11 Labeling: Batch number and formulation must be shown on label and/or container.

3.2.12 Paint Quality: Paint quality is designated as “G” for Good, “B” for Better, or “BST” for Best on the Pricing Pages.

3.2.12.1 Paint bid by Vendor must meet the industry standard for the quality metric designated on the Pricing Pages.

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

3.3 Additional Mandatory Requirements:

3.3.1 All paint or other products bid shall meet the requirements contained in the Pricing Pages.

3.3.2 Safety Compliance: Contract Items must comply with all federal and state hazardous standards.

3.3.2.1 Every Contract Item supplied by gallon(s) must have the corresponding Material Safety Data Sheet accompanied with the product.

3.3.3 Packaging: All items must be packed in substantial commercial containers of the type, size and kind used commonly for the purpose and so constructed as to insure safe acceptance and delivery. Shipping cartons must be marked to include the following:

1. Description of item
2. Name of the Vendor
3. Contract Number (PAINT21)
4. Order number of the Agency
5. MSDS

3.4 Reports: The Vendor shall quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity.
- b. Purchase order number.
- c. Description.
- d. Quantity.
- e. Price.

These reports will be provided in Excel format and sent via email to Mark.A.Atkins@wv.gov Copy: Toby.L.Welch@wv.gov on a quarterly basis as follows:

PERIOD END
December 31
March 31
June 30
September 30

REPORT DUE
January 31
April 30
July 31
October 31

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest TOTAL BID AMOUNT as shown on the Pricing Pages.

4.2 Pricing Pages: Vendors are **strongly encouraged** to complete the Pricing Pages electronically in provided Microsoft Excel spreadsheet identified as Exhibit_A Pricing Pages. Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below.

4.2.1 Information Requested. Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages includes: Unit Price for one (1) gallon of paint, a Unit Price for five (5) gallons of paint, a Unit Price for each item listed under Section II Paint Tools, an Extended Total price for one (1) gallon of paint, an Extended Total price for five (5) gallons of paint, an Extended Total price for each paint tool, a total for all paint, a total for all tools, and a Grand Total for all items. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

4.2.2 Pricing Page Calculations. The Pricing Pages require Vendor to insert a unit price for one (1) gallon of paint, a unit price for five (5) gallons of paint, and a unit price for Each paint tool. That information, along with information that is already included on the Pricing Pages will be used to calculate the total price for one (1) gallon of paint, a total price for five (5) gallons of paint, a total price for Each paint tool, a total for all paint, a total for all tools, and a Grand Total. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically completed. However, it is the vendor's responsibility to ensure the calculation for their bid is correct before submitting.

- i. **Total Price for 1 Gallon** – Enter your Stock Number in Column 2; Enter the Unit Price (1 Gal.) in Column 6 then multiply by the Qty (1 Gal.) shown in Column 5. This will be your Extended Total for the 1 Gallon in Column 7.

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

- ii. **Total Price for 5 Gallon Pail** – Enter your Stock Number in Column 2; Enter the Unit Price (5 Gal.) in Column 9 then multiply by the Qty (5 Gal. Pail) shown in Column 8. This will be your Extended Total for the 5 Gallon Pail in Column 10.
- iii. **Total for All Paint** – Enter costs of all 1 Gallon & 5 Gallon Pail Totals into the Total Paint box on the last page of the pricing page.
- iv. **Total for Paint Tools** – Enter your Stock Number in Column 2; enter the Unit Price in Column 5 then multiply by the Est. Qty shown in Column 4. This will be your Total for the Tools in Column 6.
- v. **Total for All Tools** – Enter costs of all Paint Tools into the Total Tools box on the last page of the pricing page.
- vi. **Total Bid Amount** – The Total Bid Amount will be the sum of the Total Paint box and the sum of the Total Tools box located on the last pricing page. This is the Total Bid Amount amount of your bid.

4.2.3 Estimated Quantities Only. The Pricing Pages contain a list of items and estimated unit quantity that will be purchased. The estimated quantity 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.

4.2.4 Correction of Errors. Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendor is strongly encouraged to electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

4.2.5 Electronic Version. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Toby. L. Welch@wv.gov](mailto:Toby.L.Welch@wv.gov)

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.1.1 All prices quoted must be FOB destination to the agency location.

5.1.1.1 Minimum shipping amount for free delivery shall be \$100.00.

5.1.2 The successful contractor shall supply color charts to all agencies as requested. The vendor shall maintain an adequate supply of color charts on hand to supply the agency needs. Failure to provide the requested color charts as required shall be grounds to cancel the contract.

5.1.3 This contract is mandatory use for all orders more than \$100.00.

5.1.3.1 Orders of **less than \$100.00** may be purchased from any local source by the agency to eliminate delivery charges if such local delivered purchase results in a savings.

5.1.3.2 Issuing a series of requisitions or purchase orders to circumvent this limit (referred to as "Stringing") is strictly prohibited and is in violation of Purchasing policy.

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

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within five (5) calendar days after orders are received. Vendor shall deliver emergency orders within two (2) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
CRFQ 0212 SWC2300000012
Paint & Painting Tools & Supplies
(CMA 0212 PAINT23)

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

7. MISCELLANEOUS:

7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 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.

7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Beniam Tirfe

Telephone Number: 240-350-7862

Fax Number: 732-248-9730

Email Address: beniam.tirfe@sherwin.com



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: 1194437			Reason for Modification: Addendum No 1 is issued to publish vendor questions with responses
Doc Description: Addendum No 1 PAINT23 - Paint and Painting Tools & Supplies			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-03-16	2023-03-28 13:30	CRFQ 0212 SWC2300000012	2

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 Co.
Address :
Street : 300 Summers St
City : Charleston
State : West Virginia **Country :** United States **Zip :** 25301
Principal Contact : Garland J Monceaux
Vendor Contact Phone: 717-979-6812 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Beniam Turfe* **FEIN#** 34-0526850 **DATE** 03/16/2023

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

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To publish vendor's questions with responses.

--no other changes--

This contract shall encompass all West Virginia State Agencies and Political Sub-Divisions.

The current contract, CMA PAINT21 will expire 3/31/2023.

The current contract, PAINT21 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: 4/1/2023.

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	WV	No City	WV
US		US	

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	WV	No City US	WV

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 10:00am EDT	2023-03-16

SOLICITATION NUMBER: CRFQ SWC2300000012
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000012 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought.
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

- 1) **To attach the vendor questions and agency response.**
- 2)
- 3)

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO SWC2300000012

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.

The Sherwin-Williams Co.

Company

Beniam Turfe

Authorized Signature

03/16/2023

Date

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

**CRFQ SWC2300000011 Addendum #1
Vendor Questions and Answers**

Q1) I see a one-year term contract but will there be options for extending additional years?

A1) Per Section 3 of the General Terms and conditions: The Initial term will be for a period of One year and upon mutual agreement, the contract can be renewed for three successive one-year renewal periods.

Q2) Line 8 would you consider a Direct to Metal at 40% solids?

A2) Yes, The State accepts this. The new specification shall be at 40% solids.

Q3) Line 29 would you consider an oil-modified stain?

A3) No

Q4) Would you be willing insert a category discount off list price for items not explicitly listed on the pricing pages?

A4) No

Q5) If a renewal is requested, can the state allow for a price increase request from the vendor?

A5) No, See Section 13 of the General Terms & Conditions.

PAINT SUPPLIES
(PAINT23)

G-Good B-Better BST-Best

Column 1 LINE ITEM	Column 2 STOCK #	Column 3 CODE	SECTION I- PAINT	PER 1 GALLON			PER 5 GALLON PAIL		
			Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
			DESCRIPTION	QTY* (1 gallon)	UNIT PRICE (1 Gallon)	TOTAL (1 Gallon)	QTY* (5 Gallon Pail)	UNIT PRICE (5 Gallon Pail)	TOTAL (5 Gallon Pail)
1	PE4500051	G	Interior Latex Flat- Minimum Volume Solids 32%		\$ 7.02	\$ -		\$ 34.43	\$ -
2	B31w4651	G	Interior Latex Semi-Gloss- Minimum Volume Solids 32%		\$ 12.96	\$ -		\$ 62.95	\$ -
3	B30W1265	B	Interior Latex Flat- Minimum Volume Solids 36%		\$ 12.15	\$ -		\$ 58.75	\$ -
4	B20w4651	B	Interior Latex Eggshell Finish- Minimum Volume Solids 36%		\$ 9.34	\$ -		\$ 40.25	\$ -
5	B20w4651	B	Interior Latex Satin Finish- Minimum Volume Solids 36%		\$ 8.34	\$ -		\$ 40.25	\$ -
6	B31w4651	B	Interior Latex Semi-Gloss- Minimum Volume Solids 36%		\$ 12.96	\$ -		\$ 62.95	\$ -
7	B30w551	BST	Interior Latex Flat- Minimum Volume Solids 42%		\$ 12.99	\$ -		\$ 62.68	\$ -
8	B24w2651	BST	Interior Latex Satin Finish- Minimum Volume Solids 42%		\$ 12.80	\$ -		\$ 62.32	\$ -
9	B31w2651	BST	Interior Latex Semi-Gloss- Minimum Volume Solids 42%		\$ 14.08	\$ -		\$ 68.40	\$ -
10	B30w551	BST	Interior Latex Flat- Low Odor, No VOC- Minimum Volume Solids 41%		\$ 12.32	\$ -		\$ 59.42	\$ -
11	B24w2651	BST	Interior Latex Eggshell Finish, Low Odor, No VOC- Min. Volume Solids 41%		\$ 12.80	\$ -		\$ 62.32	\$ -
12	B31w2651	BST	Interior Latex Semi-Gloss, Low Odor, No VOC- Min. Volume Solids 41%		\$ 14.08	\$ -		\$ 68.40	\$ -
13	B28w8150	G	Interior Latex Primer- Minimum Volume Solids 29%		\$ 7.92	\$ -		\$ 34.19	\$ -
14	B51w450	B	Interior/Exterior Latex Stain Block Primer- Minimum Volume Solids 36%		\$ 15.06	\$ -		\$ 74.81	\$ -
15	Y24w6980	B	Int/Ext Alkyd Stain Block Primer- Minimum Volume Solids 57%		\$ 15.08	\$ -		\$ 73.82	\$ -
16	A6w151	B	Exterior Latex Flat- Minimum Volume Solids 34%		\$ 14.47	\$ -		\$ 70.59	\$ -
17	A82w151	B	Exterior Latex Satin- Minimum Volume Solids 34%		\$ 14.50	\$ -		\$ 70.88	\$ -
18	A8w251	B	Exterior Latex Gloss- Minimum Volume Solids 34%		\$ 20.15	\$ -		\$ 97.40	\$ -
19	A80w2151	BST	Exterior Latex Flat- Minimum Volume Solids 36%		\$ 16.06	\$ -		\$ 78.70	\$ -
20	A89w2151	BST	Exterior Latex Satin- Minimum Volume Solids 36%		\$ 16.12	\$ -		\$ 79.24	\$ -
21	A84w2151	BST	Exterior Latex Gloss- Minimum Volume Solids 35%		\$ 18.44	\$ -		\$ 85.35	\$ -
22	B66w1151	BST	Int/Ext Direct to Metal Latex Acrylic Satin/Semi-Gloss- Min. Vol. Solids 38%		\$ 19.77	\$ -		\$ 96.69	\$ -
23	B54w101	BST	Int/Ext Industrial Oil Base Enamel Gloss- Minimum Volume Solids 43%		\$ 18.75	\$ -	N/A	N/A	N/A
24	B50n26	BST	Industrial Universal Rust Inhibitive Primer- Minimum Volume Solids 53%		\$ 19.63	\$ -		\$ 94.44	\$ -
25	B54w101	BST	Interior/Exterior Floor Enamel Gloss Oil Base- Minimum Volume Solids 45%		\$ 18.72	\$ -	N/A	N/A	N/A
26	800002172	BST	Traffic Marking Paint Oil Base Quick Dry- Minimum Volume Solids 47%		\$ 14.97	\$ -		\$ 69.06	\$ -
27	B97wd2434	BST	Traffic Marking Paint Acrylic Latex Quick Dry- Minimum Volume Solids 50%		\$ 14.97	\$ -		\$ 69.06	\$ -
28	B97yd2467	BST	Traffic Marking Paint Latex Quick Dry- Minimum Volume Solids 52%		\$ 14.97	\$ -		\$ 69.06	\$ -
29	Sd9w00601	B	Exterior Stain Solid Color Oil		\$ 16.74	\$ -		\$ 71.63	\$ -
30	Sd4c01125	B	Exterior Stain Semi-Transparent Oil- Minimum Volume Solids 14%		\$ 17.56	\$ -		\$ 85.19	\$ -
31	A15w51	B	Exterior Stain Solid Color Latex Acrylic- Minimum Volume Solids 33%		\$ 16.57	\$ -		\$ 81.56	\$ -
32	Sd2c00054	B	Exterior Clear Oil Base Sealer- Minimum Volume Solids 33%		\$ 20.19	\$ -		\$ 99.95	\$ -
33	1545110	B	Int/Ext Gloss Varnish Oil Base- Minimum Volume Solids 45%		\$ 33.60	\$ -	N/A	N/A	N/A
34	1558634	B	Int/Ext Satin Varnish Oil Base- Minimum Volume Solids 44%		\$ 33.54	\$ -	N/A	N/A	N/A
35	1544733	B	Interior Water Base Polyurethane Gloss- Minimum Volume Solids 26%		\$ 30.00	\$ -	N/A	N/A	N/A
36	1544816	B	Interior Water Base Polyurethane Satin- Minimum Volume Solids 26%		\$ 30.00	\$ -	N/A	N/A	N/A
37	1542315	B	Lacquer Thinner		\$ 10.00	\$ -		\$ 50.00	\$ -
Total					\$ -	\$ -		\$ -	\$ -

PAINT SUPPLIES
(PAINT23)

SECTION II- PAINT TOOLS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
ITEM	STOCK #	DESCRIPTION	QTY (each)	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.		\$ 0.27	\$ -
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.		\$ 0.45	\$ -
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.		\$ 1.02	\$ -
4	174-6775	4" Width Flat Chip Brush. Ideal for one time jobs. Width 4"/Length 2"/Thk. 5/8" Mfg. PPR or equal.		\$ 1.32	\$ -
5	182-0562	1" All Purpose Polyester/Varnish Flat Brush. Width 1"/Length 2 1/4"/Thk. 3/8" Mfg. Wooster #3286-1 or equal.		\$ 0.59	\$ -
6	152-7985	1 1/2" All Purpose Polyester/Varnish Flat Brush. Width 1 1/2"/Length 2 1/4"/Thk. 7/16" Mfg. Wooster #3286-1.5 or equal.		\$ 0.33	\$ -
7	182-0570	2" All Purpose Polyester/Varnish Flat Brush. Width 2"/Length 2 1/4"/Thk. 7/16" Mfg. Wooster #3286-2 or equal.		\$ 1.40	\$ -
8	182-0588	3" All Purpose Polyester/Varnish Flat Brush. Width 3"/Length 2 3/4"/Thk. 1/2" Mfg. Wooster #3286-3 or equal.		\$ 2.31	\$ -
9	182-0596	4" All Purpose Polyester/Varnish Flat Brush. Width 4"/Length 2 3/4"/Thk. 11/16" Mfg. Wooster #3286-4 or equal.		\$ 3.04	\$ -
10	6509-21364	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.		\$ 4.85	\$ -
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.		\$ 6.37	\$ -
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.		\$ 7.97	\$ -
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.		\$ 9.65	\$ -
14	6509-70882	3/8" Nap 9" Width All Purpose Roller Covers. Recommended for smooth surface, drywall, plaster. Mfg. Bestt Liebco or equal.		\$ 1.91	\$ -
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.		\$ 2.35	\$ -
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.		\$ 1.64	\$ -
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.		\$ 1.73	\$ -
18	180-1497	9" Professional Roller Frame. Heavy duty. Mfg. Wooster #R027 or equal.		\$ 2.57	\$ -
19	180-1505	4" Professional Roller Frame. Heavy duty. Mfg. Wooster #HR559 or equal.		\$ 1.16	\$ -
20	180-1497	9" Premium Roller Frame. Lightweight. Mfg. Wooster #HR559 or equal.		\$ 2.57	\$ -
21	6503-83532	Plastic Roller Tray for 9" Roller Covers. Mfg. Z-PRO or equal.		\$ 1.17	\$ -
22	170-9385	Heavy Duty Plastic Roller Tray for 9" Roller Covers with Ladder Hooks. Mfg. Wooster #R404 or equal.		\$ 2.34	\$ -
23	173-1892	48" Wood Extension Pole with Metal Threads. Mfg. Bestt Liebco or equal.		\$ 3.81	\$ -
24	145-2424	9'x12' 2 mil Plastic Drop Cloths. Mfg. Z-PRO or equal.		\$ 1.75	\$ -
25	153-4916	3/4" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 or equal.		\$ 1.24	\$ -
26	153-4916	1" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 or equal.		\$ 1.24	\$ -
27	172-2297	2" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020 or equal.		\$ 2.48	\$ -
28	597-9521	1" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 or equal.		\$ 3.89	\$ -
29	597-9539	1 1/2" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 or equal.		\$ 6.51	\$ -
30	821-8034	2" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090 or equal.		\$ 6.61	\$ -
31	151-0619	Onetime Lightweight Spackling Paste. 1 quart size. Mfg. Red Devil or equal.		\$ 4.99	\$ -
32	151-8273	100% Acrylic Latex Caulk. Paintable. Int/ext use. White only. 10.3 oz. Mfg. PPG Brand Top Gun or equal.		\$ 1.68	\$ -
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.		\$ 1.66	\$ -
34	864-4411	100% Silicone Plus Caulk. Int/ext white. Recommended not paintable. 10.1 oz. Mfg. Dap or equal.		\$ 7.07	\$ -
35	934-7717	100% Silicone Plus Caulk. Int/ext clear. Recommended not paintable. 10.1 oz. Mfg. Dap or equal.		\$ 7.19	\$ -

PAINT SUPPLIES
(PAINT23)

36	594-0333	General Purpose Paint Thinner 100% Mineral Spirits. 1 gallon container.		\$ 3.12	\$ -
37	1017-15852	Rust Inhibitive Fast Dry Spray Paint. All colors. 12oz. Mfg. PPG Pitt Bull or equal.		\$ 3.10	\$ -
38	6509-77952	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.		\$ 5.04	\$ -
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.		\$ 25.04	\$ -
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.		\$ 32.26	\$ -
41	1016-00427	Waste Paint Hardener. Powder form. Quickly hardens latex paint for legal disposal. Environmentally safe. Hardens 2/3 of a gallon per bag. Mfg. BioWash or equal.		\$ 1.15	\$ -
42	406-3509	Lacquer Thinner		\$ 11.61	\$ -
43	160-0014	Inverted Highway Yellow. All traffic colors.		\$ 5.68	\$ -
44	582-4842	3/8" General Purpose Roller Covers. Mfg. Bestt Liebco or equal.		\$ 1.24	\$ -
45	106-5309	1/2" General Purpose Roller Covers. Mfg. Bestt Liebco or equal.		\$ 1.22	\$ -
46	596-4762	3/4" General Purpose Roller Covers. Mfg. Bestt Liebco or equal.		\$ 1.01	\$ -
47	144-0072	5 Gallon Bucket Grids. Mfg. Bestt Liebco or equal.		\$ 1.70	\$ -
48	6509-21802	3/16" - 9" Roller Cover Woven. Mfg. Wooster #HR552-9 or equal.		\$ 0.81	\$ -
49	6509-21737	3/16" - 4" Roller Cover Woven. Mfg. Wooster #HR552-4 or equal.		\$ 1.98	\$ -
50	972-5573	2 1/2" Paint scraper. Mfg. Warner #90189 or equal.		\$ 1.55	\$ -
51	972-5573	5 in 1 Glazier Knife. Mfg. Warner #90189 or equal.		\$ 1.55	\$ -
52	6501-82694	4 1/2" Jumbo Koter Super Twist Roller Cover. 2 pack. Mfg. Wooster #RR306 or equal.		\$ 1.60	\$ -
53	180-6959	14" Jumbo Koter Frame. Mfg. Wooster #RR041 or equal.		\$ 1.67	\$ -
54	6501-82686	6 1/2" Jumbo Koter Super Twist Roller Cover. 2 pack. Mfg. Wooster #RR306 or equal.		\$ 2.58	\$ -
55	999-5961	4' x 15' PM Canvas Drop Cloth. 10-11 oz or equal.		\$ 13.79	\$ -
56	198-0929	9' x 12' PM Canvas Drop Cloth. 10-11 oz or equal.		\$ 22.03	\$ -
57	6509-70882	3/8" - 9" Roller Cover Woven. Mfg. Wooster #HR556-9 or equal.		\$ 2.14	\$ -
58	6509-70916	3/4" - 9" Roller Cover Woven. Mfg. Wooster #HR556-9 or equal.		\$ 2.64	\$ -
59	6509-70841	3/4" - 4" Roller Cover Woven. Mfg. Wooster #HR556-4 or equal.		\$ 1.81	\$ -
Total					\$ -

PAINT TOTAL:	\$ -
TOOLS TOTAL:	\$ -
GRAND TOTAL:	\$ -

VENDOR
NAME: The Sherwin-Williams Company PHONE: 240-350-7862

CONTACT
PERSON: Beniam Tirfe FAX: 732-248-9730
(Please Print) EMAIL: beniam.tirfe@sherwin.com

AUTHORIZED
REPRESENTATIVE: Beniam Tirfe 03/27/2023
(Signature) (Date)

AUTHORIZED
REPRESENTATIVE: Strategic Account Manager
(Print)