



2016/07/28 12:00:02 1 /12

WNB

12401 Jefferson Ave

Newport News

VA

23602

**FROM**

**TO**

Name: Yalonda Whitfield

Mark Atkins

Phone: 757-890-8046

Fax: 757-890-8048

13045583970

E-mail: YWhitfield@WOODFOREST.com

Sent: 7/28/16

at: 12:00:02 PM

12 page(s) (including cover)

Subject:

Comments:

07/28/16 13:11:34  
WV Purchasing Division

RECEIVED TIME JUL. 28. 1:00PM



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

State of West Virginia  
Request for Quotation  
23 — Laboratory

Proc Folder: 219003

Doc Description: Refrigerator/Freezer Thermometers with Probes

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No.	Version
2016-06-27	2016-07-28 13:30:00	CRFQ 0506 EHP1600000006	1

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

DAVID Horton Logistics  
P.O. Box 14051  
Newport News, VA 23608

#### FOR INFORMATION CONTACT THE BUYER

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

Signature X

*David Horton*

FEIN #

45-4625821

DATE

7/27/2016

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

Page : 1

FORM ID : WV-PRC-CRFQ-001

RECEIVED TIME JUL 28 1:00PM

EHP1600000006	<b>Document Phase</b> Final	<b>Document Description</b> Refrigerator/Freezer Thermometers with Probes	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health (BPH), Office of Epidemiology and Prevention Services (EHP), Division of Immunization Services (DIS), to establish an open-end contract for the purchase of Traceable Refrigerator/Freezer Thermometers with Bottle Probe (or Equal).

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - IMMUNIZATION PROGRAM 350 CAPITOL ST, RM 125 CHARLESTON WV25301-3719 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - IMMUNIZATION PROGRAM 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Traceable Refrigerator/Freezer Thermometers with Probes	600.00000	EA	<i>97.99</i>	<i>58,794.<sup>00</sup></i>

Comm Code	Manufacturer	Specification	Model #
41112220	<i>EXACT</i>	<i>1 item</i>	

**Extended Description :**

3.1.1: Traceable Refrigerator/Freezer Thermometers with Probes

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-07-12

CRFQ 0506 EHP1600000006  
Exhibit A - Pricing Page

Contract Item #	Manufacturer Model #	Item Description	Estimated Quantity	Unit Price	Extended Price
3.1.1		Traceable Refrigerator/Freezer Thermometers with Bottle Probes (or Equal)	600	\$ 97.99	\$ 58,794. <sup>00</sup>
Grand Total					\$ 58,794. <sup>00</sup>

A contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest Grand Total as shown on the Pricing Page.

Vendor shall deliver the Contract Items within thirty (30) working days after orders are received. Contract Items shall be delivered to Agency at Office of Epidemiology, 350 Capitol Street, Room 125, Charleston, WV 25301.

Vendor Name: DAVID HORTON Logistics  
Vendor Address: P.O. Box 14051  
Newport News, VA. 23608  
Vendor Telephone Number: (800) 369-7813  
Vendor Fax Number: (800) 369-7813  
Vendor Email: dkhsurvey@yahoo.com  
Vendor Authorized Representative: DAVID HORTON  
(Please Print)  
Vendor Authorized Representative Signature: David Horton  
Date: 7/27/2016

**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.

DAVID Horton / Owner / Sales Rep  
 (Name, Title)  
 DAVID Horton  
 (Printed Name and Title)  
 P.O. Box 14051 Newport News, VA. 23608  
 (Address)  
 (800) 369-7813 / (800) 369-7813  
 (Phone Number) / (Fax Number)  
 dkhsurvey@yahoo.com  
 (email address)

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

DAVID Horton Logistics  
 (Company)  
 David Horton / Owner / Sales Rep  
 (Authorized Signature) (Representative Name, Title)  
 DAVID Horton  
 (Printed Name and Title of Authorized Representative)  
 7/27/2016  
 (Date)  
 (800) 369-7813 / (800) 369-7813  
 (Phone Number) (Fax Number)

Revised 05/04/2016

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products, after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Revised 05/04/2016

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0506 EHP1600000006

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)

- ☐ Addendum No. 1  
☐ Addendum No. 2  
☐ Addendum No. 3  
☐ Addendum No. 4  
☐ Addendum No. 5

- ☐ Addendum No. 6  
☐ Addendum No. 7  
☐ Addendum No. 8  
☐ Addendum No. 9  
☐ 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 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.

DAVID HORTON LOGISTICS  
 Company

David Horton  
 Authorized Signature

7/27/2016  
 Date

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

Revised 05/04/2016



WV-10  
Approved / Revised  
08/01/15

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**4. Application is made for 5% vendor preference for the reason checked:**

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, ~~women-~~ and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DAVID HORTON Logistics

Signed: David Horton

Date: 7/27/2016

Title: Owner/Sales Rep

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: DAVID HORTON Logistics  
Authorized Signature: David Horton Date: 7/27/2016

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 08/01/2015)*

**REQUEST FOR QUOTATION****CRFQ 0506 EHP1600000006****Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

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

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

**7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4** Failure to remedy deficient performance upon request.

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

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Revised 10/27/2014

**REQUEST FOR QUOTATION****CRFQ 0506 EHP1600000006****Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:

Telephone Number:

Fax Number:

Email Address:

DAVID HORTON  
(800) 369-7813  
(800) 369-7813  
djhSurvey@yahoo.com

Revised 10/27/2014

RECEIVED TIME JUL. 28. 1:00PM