



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

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 557853

Procurement Type: Central Master Agreement

Vendor ID: 00000117687

Legal Name: IHS GLOBAL INC

Alias/DBA:

Total Bid: \$257,951.45

Response Date: 04/17/2019

Response Time: 8:53

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1900000090

Published Date: 4/9/19

Close Date: 4/18/19

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 WEB SUBSCRIPTION
TO AASHTO/ASTM (6319C0079)

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 557853

Solicitation Description : ADDENDUM 1 WEB SUBSCRIPTION TO AASHTO/ASTM (6319C0079)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-04-18 13:30:00	SR 0803 ESR04171900000004771	1

VENDOR
000000117687 IHS GLOBAL INC

Solicitation Number: CRFQ 0803 DOT1900000090

Total Bid : \$257,951.45 **Response Date:** 2019-04-17 **Response Time:** 08:53:09

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
--------------------------	---------------	-------------

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Annual web access of AASHTO & ASTM Publications-Year 1				\$60,745.00

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description : Annual web access of AASHTO & ASTM Publications-Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Annual web access of AASHTO & ASTM Publications-Year 2				\$63,174.80

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description : Annual web access of AASHTO & ASTM Publications-Year 2 (Optional Renewal)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Annual web access of AASHTO & ASTM Publications-Year 3				\$65,701.79

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description : Annual web access of AASHTO & ASTM Publications-Year 3 (Optional Renewal)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Annual web access of AASHTO & ASTM Publications-Year 4				\$68,329.86

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description : Annual web access of AASHTO & ASTM Publications-Year 4 (Optional Renewal)



Phone +1 303 790 0600
ihsmarkit.com

15 Inverness Way East
Englewood, CO 80112
United States

April 17, 2019

Crystal Rink
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Subject: CRFQ 0803 DOT1900000090

Dear Ms. Rink:

On behalf of IHS Global Inc. (IHS), an IHS Markit company, we are pleased to present our response for renewal services to WV DOT. IHS is able to supply 100% of the requested services. We thank you for using our services in the past and look forward to resuming our relationship. Our goal is to create value for our customers by providing them with premier products and solutions.

The custom package price quoted herein was developed specifically for WV DOT, utilizing Commercial pricing. All custom packaged pricing offered to our customers is specific to the network definition established at the time of the quote. IHS reserves the right to re-quote a network configuration should any of the established guidelines and/or criteria change from the previously established definition. If the IHS distribution rights to any Product offered in response to the CRFC change between the date of the quote and the date of any resulting Government order, IHS reserves the right, without penalty, to provide alternate products or to decline to provide such product for which distribution rights have changed.

Please note pricing is valid for 60 days from the date of this letter and is based on:

- FOB Destination
- Performance Period: One year from contract award plus three option years
- Payment terms: Net 30 Days of Invoice Date
- The terms and conditions of the IHS Data Terms and Conditions referenced in the Subscription Order Form included with our offer will govern Client's access to the products listed in that order form.
- IHS specifically takes exception to any additional terms and conditions (Ts & Cs) contained within the CRFQ that conflict with the IHS Ts & Cs.

Regarding requirement 3.1.1.6, please note that you may contact IHS Markit Customer Care to remove user access from the system. New users are prompted for a one-time individual registration, as the security best practice is for the user to do this rather than the Administrator. Administrators can manage user data, such as changing the ownership of



IHS Markit™

saved and/or shared data. IHS Markit also offers Single Sign On which, once set up, is directly tied to the DOT Active Directory and after which there is no further need for adding or removing users. Please see the Introduction to IHS Federated Access document included with our response. We are also providing a solutions overview document and the signed and completed CRFQ with related documents, as well as the executed Addendum No. 1.

Regarding the insurance requirements, outlined under #8 of the WV General Terms and Conditions, we are including a generic insurance certificate for your review. Upon contract award, it will take from one to three business days to obtain a Certificate of Insurance with the State of West Virginia added as "an additional insured."

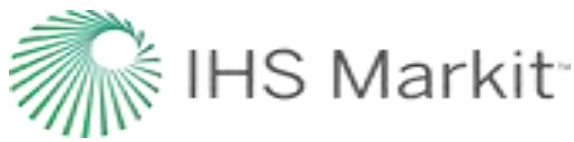
The items included in the response to the subject CRFQ are commercial off the shelf items regularly offered and sold to both IHS government and IHS commercial customers alike. The elements and information within the subscription service are compiled from materials furnished to IHS by outside sources. No representations or warranties are made as to accuracy, merchantability, or fitness for a particular purpose.

All information contained in this letter and the CRFQ response is confidential and proprietary to IHS. The products included in the IHS response to the subject CRFQ are leased subscription services comprised of highly valuable and proprietary intellectual property and title does not pass to the government or end user. Use of, and access to, the subscription services are as set forth in the applicable Subscription Order Form.

You may email any resulting orders svc_ordervalidation@ihs.com (underscore) or fax it to 303 790 0686. Should you have any questions or need additional information, please call Chuck Campana at 330 405 4554 or email him at chuck.campana@ihsmarkit.com.

Sincerely,

Kathleen Huerta
Executive Director
Inside Sales



SUBSCRIPTION ORDER FORM

THIS SUBSCRIPTION ORDER FORM is entered into on ___ day of _____, 20__ (“Effective Date”) and is between IHS Global Inc., having its principal office at 15 Inverness Way East, Englewood Colorado 80112 (“IHS”) and WV DIVISION OF HIGHWAYS having its principal place of office at INFORMATION SERVICES DIVISION, 1900 KANAWHA BLVD. E, BLDG 5 RM 920, CHARLESTON, WV USA, 25305-0430 (“Client”) (“Order Form”).

Term: [4] year(s)	<input checked="" type="checkbox"/> Site License ('SL')	<input type="checkbox"/> Enterprise-Wide License ('EWL')	<input type="checkbox"/> User License only ('UL')
Currency: U.S. Dollar	<input type="checkbox"/> One-Off License ('OOL')		Quote Date: 4/10/2019

Account #: 59665992	Account Manager: Chuck Campana	Please sign and return to: Chuck.Campana@ihsmarkit.com	Membership of Association #: (if Applicable)	Client Reference #: 1811144401 Client VAT #: (if applicable)
-------------------------------	------------------------------------------	------------------------------------------------------------------	--------------------------------------------------------	-------------------------------------------------------------------------------

Locations/ Sites	Concurrent Users	# Potential Users	Media	SAP Material #	License Type (S/E/W/L/U)	Product Subscription Start Date	PRODUCTS DESCRIPTION	BASE PRICE	ANNUAL FEE (ex-Taxes)
SL	999	999	Online	2000027216	Site		EWB Platform SW Sub		
SL	999	999	Online	2000020835	Site		ASTM/Stds Collection A/H/R/Online		
SL	999	999	Online	2000020508	Site		AASHTO/DOT Collection A/H/Online		
Total Fee - Year 1 (2019 - 2020) Expenses*									\$60,745.00
Total Fee - Option Year 2 (2020 - 2021) Expenses*									\$63,174.80
Total Fee - Option Year 3 (2021 - 2022) Expenses*									\$65,701.79
Total Fee - Option Year 4 (2022 - 2023) Expenses*									\$68,329.86

*Quoted in USD. Taxes are not included; if taxes are applicable, they will be included on the invoice.

Billing Address: WV DIVISION OF HIGHWAYS, INFORMATION SERVICE DIVISION, 1900 KANAWHA BLVD. E, BLDG 5 RM 920, CHARLESTON, WV 25305-0430	Billing / Invoice - Client Contact' Name (Incl. Email Address & Contact No.): Name / Contact: Email Address: Phone #:
--------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

Special Billing Instructions: Payment Terms: Net 30	Special Shipping Instructions:
Other Information / Licenses: <input type="checkbox"/> ANSI-ISO (worldwide) <input type="checkbox"/> ESPG <input type="checkbox"/> DS	

Shipping Address: WV DIVISION OF HIGHWAYS, INFORMATION SERVICE DIVISION, 1900 KANAWHA BLVD. E, BLDG 5 RM 920, CHARLESTON, WV 25305-0430	Ship / Notice - Client Contact' Name (Incl. Email Address & Contact No.): Name / Contact: Email Address: Phone #:
---------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------

Locations/ Sites	Company Name, Street Address, City, State/Province, Country	ZIP/ Postal	Authorized Users per Location	IP Address(es) or Ranges
SL	License covers WV DOT district offices throughout State and division/districts located at WV DOH Headquarters in Charleston, WV	N/A	999	

See Attachment A to Subscription Order Form for a continued listing of locations and addresses.

Special Terms and Conditions:

- Client is granted a license to use the Product(s) listed above subject to the IHS standard subscription terms and conditions (“IHS T&Cs”) in force from time to time and located at <http://ihs.com/permission/licensing-tc.aspx> Except where the parties have executed the IHS Master Agreement or any other agreements or addendums in writing covering the above Product(s), the terms of such agreement or addendum will prevail over the IHS T&Cs. The Client may request a copy of the IHS T&Cs from its IHS Account Manager. If Client has any questions about the IHS T&Cs, Client should contact its IHS Account Manager in the first instance. If IHS does not receive any written question or proposed revisions from Client prior to signing this Order Form Client will be deemed to have accepted and to be bound by the IHS T&Cs.
- Any special terms and conditions applicable to the Product(s) shall be attached as an Annexure to this Order Form.
- This Order Form together with the IHS T&Cs is collectively referred to as “Agreement”. Any terms contained in Client’s purchase order, acknowledgement form, or any other form that are different from, or in addition to the Agreement; (i) shall not have any effect of modifying or adding any terms to the Agreement; and (ii) shall be for Client’s internal purpose only. No agent, employee, or representative of IHS has any authority to alter or delete the IHS T&Cs or bind IHS to any warranty, covenant or representation concerning the Product(s) other than as set forth in the Agreement.
- Subject to the terms of the Agreement, new business quotes are valid for 60 days and renewal quotes are valid through the current annual subscription expiration date. All capitalized terms have the same meaning as set forth in the Agreement.
- Option Year 2, Option Year 3 & Option Year 4 are Optional Renewals and NOT Automatic
- Multi-Year Pricing is subject to the following:
 - Pricing for all Years is contingent upon IHS continuing to distribute the Product under the same licensing rights in effect as of the date of this quote and no changes to Client’s demographics and locations as represented herein. IHS specifically reserves the right to re-quote multi-year quotes if Client’s demographics and locations change from those in effect as of the date of this quote.; (ii) In the event that a significant change in IHS’s republishing rights occurs, IHS reserves the right to pass on to Client any increase in licensing costs; and (iii) If IHS’s rights to any Products offered hereunder change between the date of the quote and the date of Client’s execution of an order, IHS is not responsible for fulfilling that part of the order for which it no longer has rights.

IHS Global Inc.

By: _____ Date: _____

Print Name: _____

Title: _____

LICENSEE: _____

By: _____ Date: _____

Print Name: _____

Title: _____



IHS Markit™

Introduction to IHS Federated Access

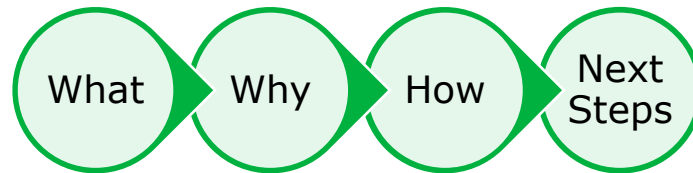
Secure Customer Single Sign On

January 2018

IHS Federated Access & Set Up

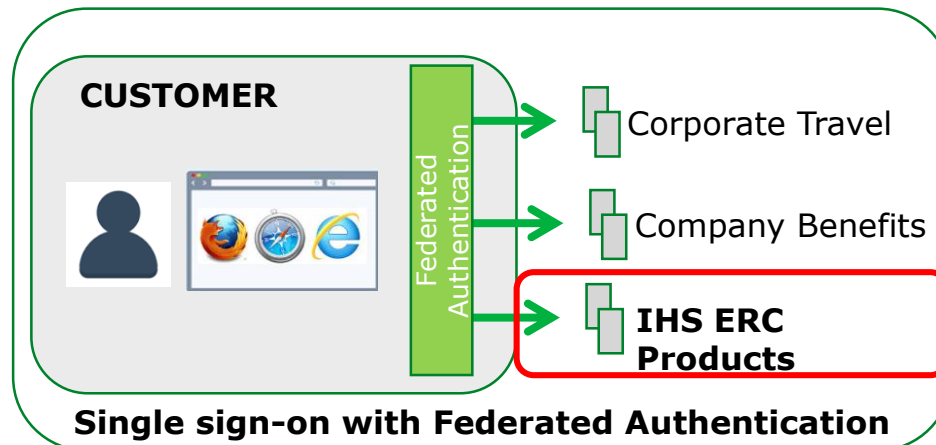
What

IHS Markit is rolling out Federated Single Sign On which provides customers easy and secure access to IHS applications and products.



What is Federation?

- It's similar to what the customer currently uses to manages access to other partners (like corporate travel or benefits)
- If the customer has this – IHS Markit can become a trusted partner



IHS Federated Access & Set Up

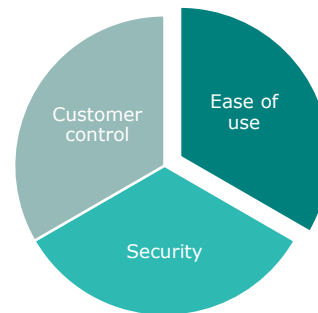
Why

Why is IHS offering Secure Single Sign On

- Security protects user's personal data.



- Security is important to IHS and we are continually updating our security technology and practices while offering ease of use to IHS content



- Easy access to IHS Products
- Uses Customer's existing single sign-on solution
- Add IHS as a trusted partner

IHS Federated Access & Set Up

How

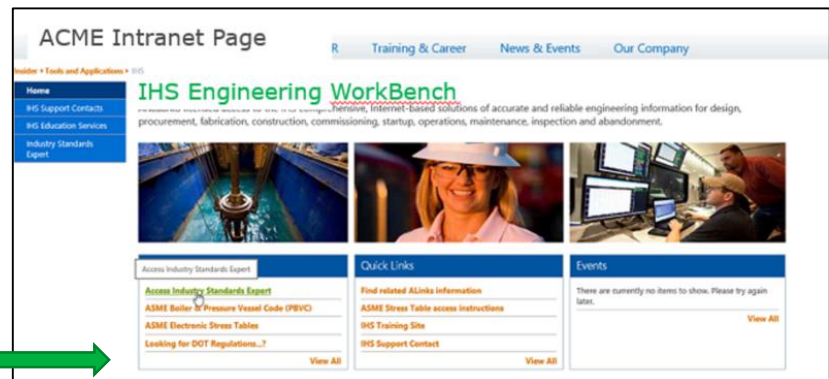
How does it work?

- A “trusted” agreement between IHS and the customer is created with a 15 min technical set up conversation.
- Federation uses the customer’s corporate authentication for secure single sign on to IHS products



- The outcome of the federation agreement is a link that the customer can post on the customer’s intranet page, or disseminate to their users.
- The user:
 1. Accesses the company intranet
 2. Clicks the link
 3. Lands in the IHS product or content
 4. Is logged in w/ preferences

Acme – [Federated url/link](#) on intranet page



The screenshot shows the ACME Intranet Page with a navigation bar at the top containing 'Home', 'Training & Career', 'News & Events', and 'Our Company'. Below the navigation bar, there is a section for 'IHS Engineering WorkBench' with a description: 'Internet-based solutions of accurate and reliable engineering information for design, procurement, fabrication, construction, commissioning, startup, operations, maintenance, inspection and abandonment.' Below this, there are three images: a close-up of a mechanical part, a woman wearing a hard hat, and a person working at a computer. At the bottom, there are three columns of links: 'Access Industry Standards Expert', 'Quick Links', and 'Events'. A green arrow points from the text 'Acme – Federated url/link on intranet page' to the 'Access Industry Standards Expert' link in the screenshot.

IHS Federated Access & Set Up

Next
Steps

Get Started

- 2 questions to verify that the customer has the technology, ask the following questions:
 1. Do you have existing federation technology with the ability to send a SAML2.0 assertion to IHS
 2. Do you have a Customer IT contact who can configure their server to send their SAML2.0 assertion
- Start the set up process
 1. Account Manager completes and submits form to delivery.technical@ihs.com
 2. Customer IT and IHS IT configure the federation agreement creating a trusted partnership
 3. Customer posts federated access link on their intranet page

IHS account managers can access [Federation Set Up Information](#) on The Source for more details.

DEMO

ACME Intranet Page

Training & Career News & Events Our Company

Insider > Tools and Applications > IHS

- Home
- IHS Support Contacts
- IHS Education Services
- Industry Standards Expert

IHS Engineering WorkBench

Comprehensive, Internet-based solutions of accurate and reliable engineering information for design, procurement, fabrication, construction, commissioning, startup, operations, maintenance, inspection and abandonment.



Access Industry Standards Expert

- [Access Industry Standards Expert](#)
- [ASME Boiler & Pressure Vessel Code \(BPVC\)](#)
- [ASME Electronic Stress Tables](#)
- [Looking for DOT Regulations...?](#)

[View All](#)

Quick Links

- [Find related ALinks information](#)
- [ASME Stress Table access instructions](#)
- [IHS Training Site](#)
- [IHS Support Contact](#)

[View All](#)

Events

There are currently no items to show. Please try again later.

[View All](#)

Account Number:

The services provided by IHS to our customers are available in our North American operations. Access to

Staff Listing

[IHS Engineering Resource Center](#)

<https://v-vwc2psecauth01.ihs.com/secureauth34>

- ASTM Boiler & Pressure Vessel Code
- ASTM Boiler & Pressure Vessel Electronic Stress Tables

West Virginia Department of Transportation

IHS Markit Standards Solutions Will Drive Costs Down and Improve West Virginia Department of Transportation's Bottom Line

Engineering standards are critical to West Virginia Department of Transportation. They drive everything from quality and interoperability to safe and efficient operations. IHS Markit's business is focused on standards; it is our core competency. Bringing together content, tools, and analytics in an entirely new way, IHS Markit will enable West Virginia Department of Transportation's engineers and technical professionals to work smarter, be more productive, and intuitively manage standards and technical knowledge with the following solutions that are unique and exclusive to IHS Markit.

IHS Markit Engineering Workbench

Featuring vetted content from top publishers, Engineering Workbench facilitates the discovery, use, and management of standards. Combining content, search, analytics, and an array of tools tailored to the needs of the technical professional, this new platform allows users to access a plethora of resources via a single interface and sign-on.

West Virginia Department of Transportation knowledge workers may quickly locate information within a single context, save that information, refine their searches, and create a personalized workspace they can return to time and time again. Using specialized workflow and problem-solving tools, Engineering Workbench specifically addresses the needs of the company's technical enterprise and allows the engineers to analyze the content and draw intelligence from it.

Why should West Virginia Department of Transportation choose IHS Markit Engineering Workbench?

As technologies continue to evolve at a rapid pace, and as the volume and diversity of engineering knowledge expands exponentially, West Virginia Department of Transportation engineers and technical professionals need a single, unified technical knowledge platform they can rely on for access to the essential documentation required to complete their projects on time and on budget.

Your engineers and technical professionals also need to collaborate on projects and share knowledge across geographically dispersed, cross-disciplinary teams. Having a single platform that can be deployed across an enterprise and used to disseminate and manage documentation across far-flung project groups ensures all team members are using a "single source of the truth," reducing the risk of confusion and mistakes, rework and extended project cycles.

Featuring a modern, simplified user interface, next-generation search technology, and research and project management tools tailored to the needs of West Virginia Department of Transportation technical professionals, IHS Markit Engineering Workbench provides:

- Assured compliance, with a single, trusted source for 24/7 access to standards, codes and specifications, at the desktop or in the field.
- Rapid ramp-up, with one uniform, intuitive interface for users to be trained on.
- Enhanced teamwork and reduced risk, with easy-to-use tools for sharing and collaborating around industry standards and best practices.

IHS Markit Engineering Workbench delivers strengths unique and exclusive to IHS Markit, including:

The World's Largest and Most Trusted Collection of Industry Standards

- Includes an index of over 1.7 million current and historical standards from over 370 standards sources (national/international standards bodies, trade associations, professional organizations) plus index and cross-references to over 135 million related documents including patents, engineering reference works, journal articles, best practices and more . . . some or all of which are available via subscription access.
- Provides online 24/7/365 access to searchable documents with the ability to view, save and/or print PDF documents as permitted by the Fair Use Provision of U.S. Copyright Law and the IHS Markit Terms and Conditions.
- New and revised documents are processed and posted to the product every 15 minutes.
- Provides optional access to the world's largest collection of prior/historical versions of codes and standards.
- Used by over 600,000 global users for access and management of standards.

World-Class Search and Discover

Engineering Workbench provides powerful new ways to discover and access required documents quickly and efficiently, along with the ability to do complex research to discover the standards you need to address complex technical challenges, including:

- Simplified Search
 - A single "Intelligent Search Box" that automatically distinguishes between a document number and keywords.
 - Type ahead search feature recognizes and automatically suggests search terms and document numbers, including popular document suggestions
 - Search facets allow the user to refine the search by publishing organization, publication year, and so on, so that the user can quickly and flexibly drill down to the needed standard when the exact document number is unknown.
- Advanced Search
 - Query Builder allows the use of Boolean operators, grouping of terms, and order operations logic to build complex queries, as well as the ability to include or exclude search criteria.
- Research Assistant
 - Search and discover through textual OR graphical exploration
 - Allows users to quickly navigate to the standards and related knowledge needed to address a particular technical challenge.
 - Creates information workflows that guide you – much like a subject matter expert – through large bodies of information to the most relevant search results.
- Search Personalization
 - Save complex search queries to their home screen area in Engineering Workbench and then re-execute the searches again directly from the home screen with a single click.
 - Alerts can also be set for search queries: for example, a user who wants to track new standards around nanotechnology could set an alert and be notified as new documents related to this field are published.

Unparalleled Productivity

Engineering Workbench offers exclusive features that speed users to the documents and answers they need, allowing them to be more efficient and productive.

- Faster Document Viewing
 - Open a document directly within Engineering Workbench without having to download the PDF or launch a browser plug-in to view the PDF.
 - The viewer "streams" documents page by page, allowing the user to view the document almost instantly without having to wait for the whole file to load – a particularly noticeable improvement when viewing lengthy documents.
 - No security plug-in needed to view secure documents – these standards can be viewed immediately online.
 - PDF download for those users who want to save or print a document for use offline.

- Easier Navigation of Documents
 - Table of Contents feature allows users to quickly browse through a large document and jump directly to a specific section of the document.
 - Easily search within the document.
 - Quickly review the revision history of a standard, view or click through to other standards referenced within a document, and even view other standards that reference the document being reviewed or equivalent documents.
 - Dynamically generated document summaries describe the standard's contents, and can be translated automatically into several major languages, or exported for use in other applications.
- Personalization to User/Team/Project/Workflow
 - Bookmark a document – or specific sections in a document – for later reference, and even "pin" a bookmark to their home screen or save it to a "Project" folder. This allows engineers to be very precise about how they access the content they use on a continuous basis.
 - Create Annotations on or within a document that can be pinned to the home screen, saved as part of a Project or shared with others on a team.

Next Generation Standards Management for Individuals, Teams, Projects, and Workflows

Engineering Workbench is the next generation standards management platform, providing full capabilities to manage, share and collaborate across teams, projects and geographies.

- Tools to map documents to Workflow: Create Projects as a central repository for information (documents, bookmarks) to share with project teams and individuals.
- Personalize your Experience
 - Pin Projects and Bookmarks to your personal home screen
 - Manage your full portfolio through My Workspaces

Other IHS Markit Differentiators

Quality Assurance and Quality Control

IHS Markit is committed to providing our customers with the highest possible information quality and system reliability. Our customers rely on the information that we provide in our services, and IHS Markit has taken many steps over the years to ensure that we meet or exceed our customers' expectations.

IHS Markit has built a core competency of transforming raw data into structured information to support the critical decisions that our customers face. We have established automated processes to ensure we are providing a high-reliability and high-quality service to our customers. We have established metrics for what we refer to as the "Four Cs" of content quality, and are continually striving to improve against these metrics.

- Currency - Delivering new and updated content in a timely manner.
- Correctness - Validating data accuracy relative to external reference points.
- Completeness - Providing the right data attributes and analysis.
- Consistency - Ensuring standardized identities, definitions, and content across databases and products.

Assurance of Copyright Compliance

Only IHS Markit has partnered with standards publishers for over 50 years to provide their publications to the engineering community. IHS Markit has formal licensing and distribution agreements with over 130 of the most critical Standards Developing Organizations in the world today. As part of our commitment to our partners for whom we distribute information, IHS Markit is proactive in educating and protecting their Intellectual Property (IP). As standards change and technology advances, your business may find that it will have standards requirement that are not foreseen today. IHS Markit will be ready to meet those needs.

Unparalleled Customer Relationships and Global Support

You will have an Account Executive and support team who know and understand the organization and needs, and who work collaboratively with you to ensure IHS Markit is delivering the best-value solutions, and to manage evolving and changing requirements. A Customer Solutions Advisor is also assigned to your account to provide in-depth product knowledge and account support. Your CSA also provides continuous training and assures timely resolution of queries.

Direct on-site support is available across your global operations. IHS Markit also has three regional Customer Care “Centers of Excellence” (COEs), in locations selected based on regional and customer needs, time zone coverage, and language coverage:

- Englewood, Colorado USA (Americas): Spanish and English
- Penang, Malaysia (APAC): English, Chinese (Mandarin), Japanese, Malay, Tamil, and Korean
- Bracknell, UK (EMEA): German, Spanish, French, Italian, English, Russian, Greek, Vietnamese, Latvian, Assamese, Yoruba, Hindi, and Bengali

These three centers are staffed with customer service professionals to assist your needs and help maximize your value from IHS Markit products. Based on your individual Customer Service Plan, we can help you use our products more efficiently, provide document and research assistance, resolve system or access issues, and answer your subscription questions. We provide customer support that helps you succeed.

Standards & Cost Management Expertise

IHS Markit provides access to industry standards for over 3500 companies. Our insights into the usage of these standards will significant benefit. Plus, IHS Markit manages the internal/proprietary standards of some of the world’s largest and most progressive companies. They trust IHS Markit to host and manage their standards and other intellectual property on a secure, unified enterprise platform for all groups in the workflow process.

In addition, IHS Markit can size the cost problem relating to internal and external standards, prioritize the biggest drivers, and enable you to understand the return on investment for optimizing standards for cost and quality. IHS Markit can identify decisions within your internal standards that are driving unnecessary cost, and identify new approaches to solving cost problems in ways that haven’t been considered previously.

Customers First Commitment

IHS Markit continues a strong investment in innovation and is committed to listening to customers. Our Customer First program measures our client’s approval and drives product improvement. IHS Markit sends quarterly surveys asking our customers what we are doing well and where we can improve. We determine action plans with defined owners, outcomes and timelines. We communicate back the actions we are taking based on the feedback through quarterly CEO communications to 100% of our customers. To verify Customers First adoption throughout the IHS Markit organization, we measure all colleagues by our customer delight target achievement. Our Customers First program has proven to be effective in driving innovation throughout our products.

IHS Markit – A Strong, Growing and Stable Information Provider/Partner

For over 55 years, IHS Markit had helped customers harness the power of information to improve their business results. IHS Markit promises to provide our customers with the technical information, tools, and operational and advisory services necessary to help them make critical business decisions, maximize their core business processes and improve productivity.

IHS Markit looks forward to continuing a longstanding strategic partnership with West Virginia Department of Transportation

Senior Account Executive: Chuck Campana

Business Number: 330-405-4554

Email: chuck.campana@ihsmarkit.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2018

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED IHS Markit Ltd. and its subsidiaries Attn: Risk Management 15 Inverness Way East Englewood, CO 80112	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Company		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Chubb Indemnity Insurance Company		12777
	INSURER D: Lloyds Syndicate 0382 Hardy Bermuda Ltd		B0466
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W8285250

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Contractual <input checked="" type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3584-82-81	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY Comp Ded \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COLL'D Ded \$1,000			7358-36-41	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			7983-99-94	10/01/2018	10/01/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	7172-59-02	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	E&O/Professional Liab			38221P18	07/12/2018	07/12/2019	Per Claim/Aggregate	1,000,000

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

Cyber Liability coverage is included in the Errors & Omissions Policy.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2016 ACORD CORPORATION. All rights reserved.



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

State of West Virginia
 Request for Quotation

Proc Folder: 557853

Doc Description: ADDENDUM 1 WEB SUBSCRIPTION TO AASHTO/ASTM (6319C0079)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-09	2019-04-18 13:30:00	CRFQ 0803 DOT1900000090	2

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:
 IHS Global Inc.
 15 Inverness Way East
 Englewood, CO
 800 447 2273

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X *Valeria Amato* FEIN # 22-2721160 DATE April 17, 2019

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR WEB SUBSCRIPTIONS TO AASHTO AND ASTM PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Annual web access of AASHTO & ASTM Publications-Year 1	1	Package	\$60,745.00	\$60,745.00

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 1

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Annual web access of AASHTO & ASTM Publications-Year 2	1	Package	\$63,174.80	\$63,174.80

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 2 (Optional Renewal)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Annual web access of AASHTO & ASTM Publications-Year 3	1	Package	\$65,701.79	\$65,701.79

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 3 (Optional Renewal)

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Annual web access of AASHTO & ASTM Publications-Year 4	1	Package	\$68,329.86	\$68,329.86

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 4 (Optional Renewal)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-04-01

DOT1900000090	Document Phase Final	Document Description ADDENDUM 1 WEB SUBSCRIPTION TO AASHTO/ASTM (6319C0079)	Page 4 of 4
----------------------	--------------------------------	------------------------------------------------------------------------------------------	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 1, 2019 at 10:00 AM EST

Submit Questions to: **Crystal Rink**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ DOT1900000090
BID OPENING DATE: April 18, 2019
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ^{n/a} convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 18, 2019 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: 50,000.00 (SEE BELOW) per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- 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.
- ***STATE OF WV MUST BE LISTED AS AN ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE**
- ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305
-
-

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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


44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Chuck Campana, Account Executive
(Name, Title)
Chuck Campana, Account Executive
(Printed Name and Title)
IHS Global Inc., 15 Inverness Way East, Englewood, CO 80112-5710
(Address)
330 405 4554
(Phone Number) / (Fax Number)
chuck.campana@ihsmarkit.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.

IHS Global Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

Kathleen Huerta, Executive Director, Inside Sales
(Printed Name and Title of Authorized Representative)

April 17, 2019
(Date)

303 736 3454
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000090

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 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.

JHS Global Inc.
Company

Kathie Huels
Authorized Signature

April 17, 2019
Date

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

**REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Transportation (WVDOT) to establish a contract for electronic web-based/online subscription to access electronic versions of industry specific trade publications produced by ASTM and AASHTO. Documentation provided by these organizations is utilized by WVDOT during the design, construction and testing of various Highway construction projects.

- 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”** means electronic web-based/online subscription services used to access and ASTM and AASHTO Publications.
 - 2.2 “AASHTO”** means American Association of State Highway Transportation Officials. AASHTO is a standard setting body which publishes specifications, quality control protocols and guidelines which are used in highway design and construction throughout the United States.
 - 2.3 “ASTM”** means American Society for Testing and Materials, is an International standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems and services.
 - 2.4 “PDF”** means a file format that provide an electronic image or text and graphics that looks like the printed document and can be viewed, printed and electronically transmitted.
 - 2.5 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.6 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7 “WVDOT”** West Virginia Department of Transportation

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Web-Based Subscription Service**
 - 3.1.1.1** The vendor shall provide a (12) twelve-month subscription service that provides electronic access using a web-based platform for WVDOT personnel access and utilize trade

**REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION**

publications produced by ASTM Standards and AASHTO Publications.

- 3.1.1.2** The vendor shall provide named concurrent user access to approximately 999 employees.
- 3.1.1.3** The vendor shall provide electronic web-based access twenty-four hours a day, seven days a week.
- 3.1.1.4** The vendor shall provide electronic web-based access to the district offices located throughout the State as well as to all divisions/districts located at the WV DOH Headquarters Building located in Charleston, WV.
- 3.1.1.5** At a minimum, the vendor shall provide a web-based platform that is compatible with Microsoft Windows 10 Operating System.
- 3.1.1.6** The vendor shall include an administrative function that allows an authorized WVDOT user to add and remove users from accessing the system.
- 3.1.1.7** The vendor shall provide access to a web-based system that allows authorized users to print documents and/or sections of documents for research/design purposes.
- 3.1.1.8** At a minimum, the vendor shall provide online web-based access to the following AASHTO Publications:
 - 3.1.1.8.1** Standard Specifications for Transportation Materials of Sampling and Testing and AASHTO Provisional Standards:
 - 3.1.1.8.1.1** AASHTO LRFD Bridge Design Specifications
 - 3.1.1.8.1.2** A Policy on Geometric Design of Highways and Streets
 - 3.1.1.8.1.3** Mechanistic-Empirical Pavement Design Guide

REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION

3.1.1.8.1.4 Guide for Design of Pavement Structures

3.1.1.8.1.5 Manual for Bridge Evaluation

3.1.1.8.1.6 Roadside Design Guide

3.1.1.8.1.7 Guide for the Development of Bicycle Facilities

3.1.1.9 At a minimum, the vendor shall provide online web-based access to the following Specified ASTM Standards:

3.1.1.9.1 Section 1: Iron and Steel Products

3.1.1.9.2 Section 2: Nonferrous Metals

3.1.1.9.3 Section 3: Metals Test Methods and Analytical Procedures

3.1.1.9.4 Section 4: Construction

3.1.1.9.5 Section 5: Petroleum Products

3.1.1.9.6 Section 6: Paints, Related Coatings, and Aromatics

3.1.1.9.7 Section 7: Textiles

3.1.1.9.8 Section 8: Plastics

3.1.1.9.9 Section 9: Rubber

3.1.1.9.10 Section 10: Electrical Insulation and Electronics

3.1.1.9.11 Section 11: Water and Environmental Technology

3.1.1.9.12 Section 14: General Methods and Instrumentation

3.1.1.9.13 Section 15: General Products, Chemical Specialties and End Use Products

3.1.1.10 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by placing the item cost in each line item on the bid sheet. Each item shall be filled in with a cost as well as the brand of the item so it can be determined whether it meets the specifications or not. Failure to provide a quote for each item or not showing the brand shall result in a rejection of the bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDOT Information Services 1900 Kanawha Blvd E. BLDG 5 RM 920 Charleston, WV 25305.

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

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

**REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION**

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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.

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.

(1) Contractor affirms that regarding this contract and the bidding process which underlies this contract, neither the Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

- a. been a party to any collusion with any other potential or actual bidders, federal or state officials or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
- b. been a party to any discussions between or among potential or actual bidders and any federal or state official employee as to quantity, quality or price in contract, or any other terms of contract;
- c. been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning the exchange of money or other thing of value for special consideration in the letting or award of this contract;
- d. exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
- e. otherwise taken any action in restraint of free competitive bidding.

(2) Contractor further affirms that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of the Contractor, has:

**REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION**

- a. made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company associations, organization or corporation and that the bid is genuine and is not a sham;
- b. directly or indirectly colluded, conspired, connived or agreed with any potential or actual bidder or anyone else to put in a sham bid; otherwise taken any action to put in a sham bid.

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.

**REQUEST FOR QUOTATION
CRFQ DOT1900000090
ELECTRONIC WEB-BASED ONLINE ASTM STANDARDS AND AASHTO
PUBLICATIONS SUBSCRIPTION**

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: Chuck Campana
Telephone Number: 330 405 4554
Fax Number: N/A
Email Address: chuck.campana@ihsmarkit.com

CRFQ DOT1900000090

Description	YEAR ONE	**YEAR TWO (optional renewal)	**YEAR THREE (optional renewal)	**YEAR FOUR (optional renewal)	Extended Cost
Web Based and ASTM Standards	\$60,745.00	\$63,174.80	\$65,701.79	\$68,329.86	\$257,951.45
TOTAL AMOUNT OF BID →					\$257,951.45

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

amount doe

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

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

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: IHS Global Inc.

Authorized Signature: Katlie Hutch Date: 4/12/2019

State of Colorado

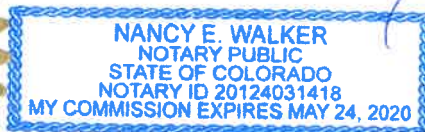
County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 12th day of April, 2019.

My Commission expires May 24, 2020.

AFFIX SEAL

NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)



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

State of West Virginia
 Request for Quotation

Proc Folder: 557853

Doc Description: ADDENDUM 1 WEB SUBSCRIPTION TO AASHTO/ASTM (6319C0079)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-09	2019-04-18 13:30:00	CRFQ 0803 DOT1900000090	2

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:

IIHS Global Inc.
 15 Inverness Way East
 Englewood, CO 80112-5710
 800 447 2273

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X *Kathleen Healy*

FEIN # 22-2721160

DATE April 17, 2019

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR WEB SUBSCRIPTIONS TO AASHTO AND ASTM PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Annual web access of AASHTO & ASTM Publications-Year 1	0.0000 1	Package	\$60,745.00	\$60,745.00

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 1

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Annual web access of AASHTO & ASTM Publications-Year 2	1	Package	\$63,174.80	\$63,174.80

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 2 (Optional Renewal)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Annual web access of AASHTO & ASTM Publications-Year 3	1	Package	\$65,701.79	\$65,701.79

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 3 (Optional Renewal)

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Annual web access of AASHTO & ASTM Publications-Year 4	1	Package	\$68,329.86	\$68,329.86

Comm Code	Manufacturer	Specification	Model #
55111500			

Extended Description :

Annual web access of AASHTO & ASTM Publications-Year 4 (Optional Renewal)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-04-01

SOLICITATION NUMBER: CRFQ DOT1900000090
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“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 provide answers to vendor questions

No other changes

Bid opening remains April 18, 2019 at 1:30 PM EST

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.

ATTACHMENT A

CRFQ 0803 DOT1900000090

Addendum 1

Technical Questions & Responses

Question 1: “For the RFP, the DOT package we offer to the State DOTs includes more than just AASHTO and ASTM (includes AWS, eLearning, and SpecBuilder). Is this okay to include? Would I need to check the “+Additional Specs” box?”

Answer 1: Yes. The contract will be awarded to the lowest bidder meeting all mandatory specifications. The vendor is required to complete the response as outlined in the specifications. “Additional Specs” box, this may have meant to be “Alternate Specs”, which is not required to be checked. If vendors are bidding an “Or Equal” product, please refer to 3.1.1.10 of the solicitation specifications.

Question 2: For the online response, it appears that step 1 requires the bid price, then attachments may be added later. I can’t proceed without entering information right now, so I am assuming the typical proposal pro-forma we send to states will be okay?

Answer 2: Vendors may put in \$0.00 for the bid price and upload the completed Exhibit A Pricing Page and other required documents as an attachment in WVOasis.gov.

Question 3: My company, Complete Book and Media Supply, is preparing to respond to the RFQ issued for “Annual web access of AASHTO & ASTM Publications”. To accurately provide a quote, can you please help answer the below questions?”

Please if this is a subscription you currently hold and are looking to renew or if it is a search for a new subscription? If renewal, can you provide the current account information so we can get the quote specific to the account?

Answer 3: Currently, WVDOT does not have a current subscription. The intent of this RFQ is to establish a new subscription service for the documents outlined in the specifications.

Question 4: Please provide a list of the standards that you are looking to have access to.

Answer 4: Refer to section 3.1.1.8 and 3.1.1.9 which outline the required AASHTO and ASTM Standards and Specifications.

Question 5: How many concurrent users require access?

Answer 5: Refer to section 3.1.1.2 “the vendor shall provide named concurrent user access to approximately 999 employees.”

Question 6: Under General Terms And Conditions Item 8. Insurance: Is the Commercial General Liability Insurance required since this service is a web-based/online service?

Answer 6: Insurance coverage is required by the State of West Virginia Board of Risk and Insurance Management (BRIM)

CRFQ 0803 DOT1900000090

Addendum 1

Technical Questions & Responses

Question 7: Is the notarized Purchasing Affidavit required with the bid? If yes, is the electronic copy submitted through wvOASIS acceptable or do we need to ship/mail the original notarized document?

Answer 7: The electronic copy of the Purchasing Affidavit will suffice

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000090

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 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.

IHS Global Inc.

Company

Kathleen Hueter

Authorized Signature

April 17, 2019

Date

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

Revised 6/8/2012