

WILLIAMS & HEINTZ MAP CORP.  
8119 Central Ave.  
Capitol Heights, MD 20743

FRONT COVER  
70# COATED  
SILK FINISH  
COATED AMERICA

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Capitol Heights, MD 20743

FRONT COVER

70# COATED

SILK FINISH

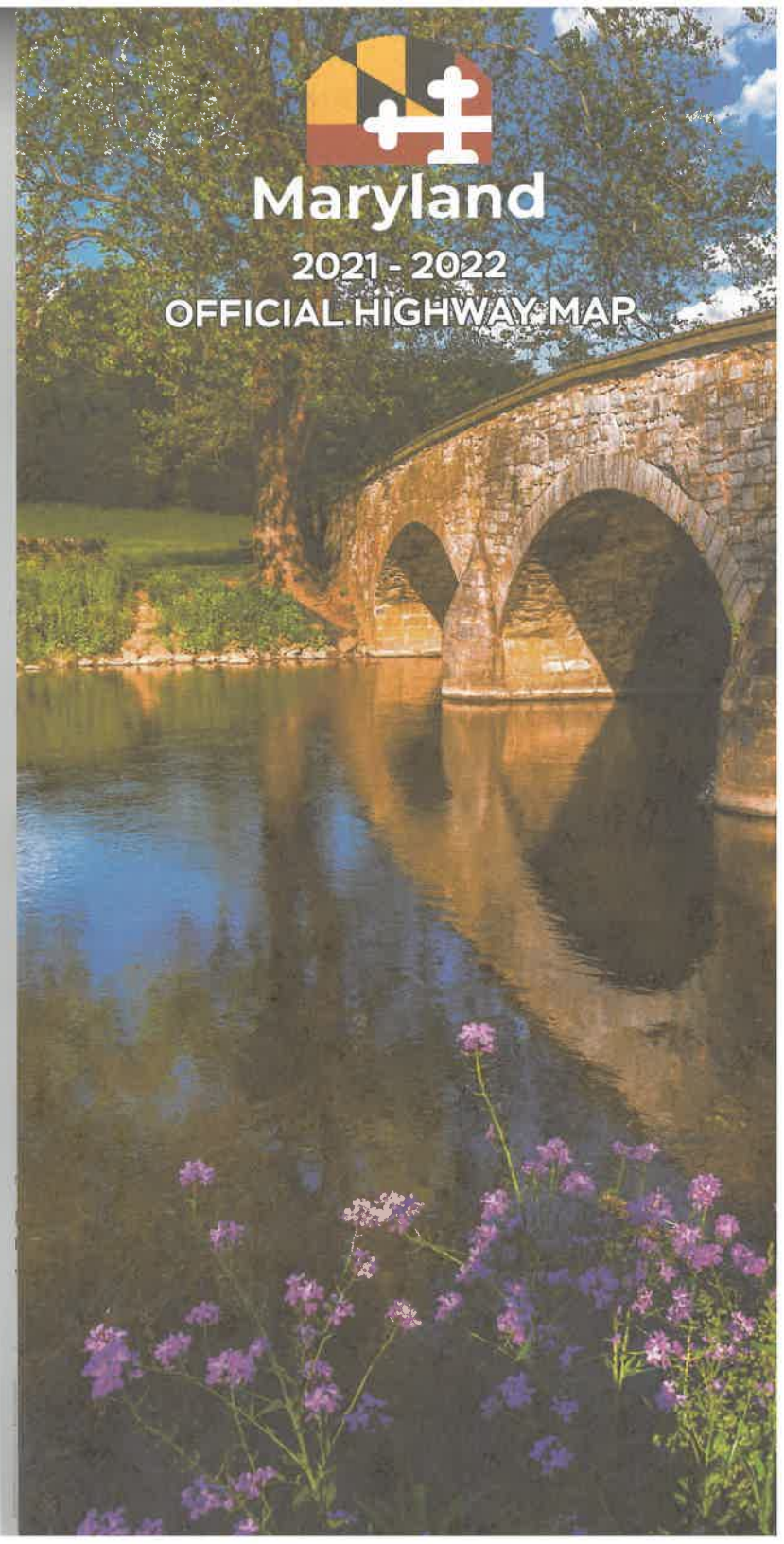
COATED AMERICA



Maryland

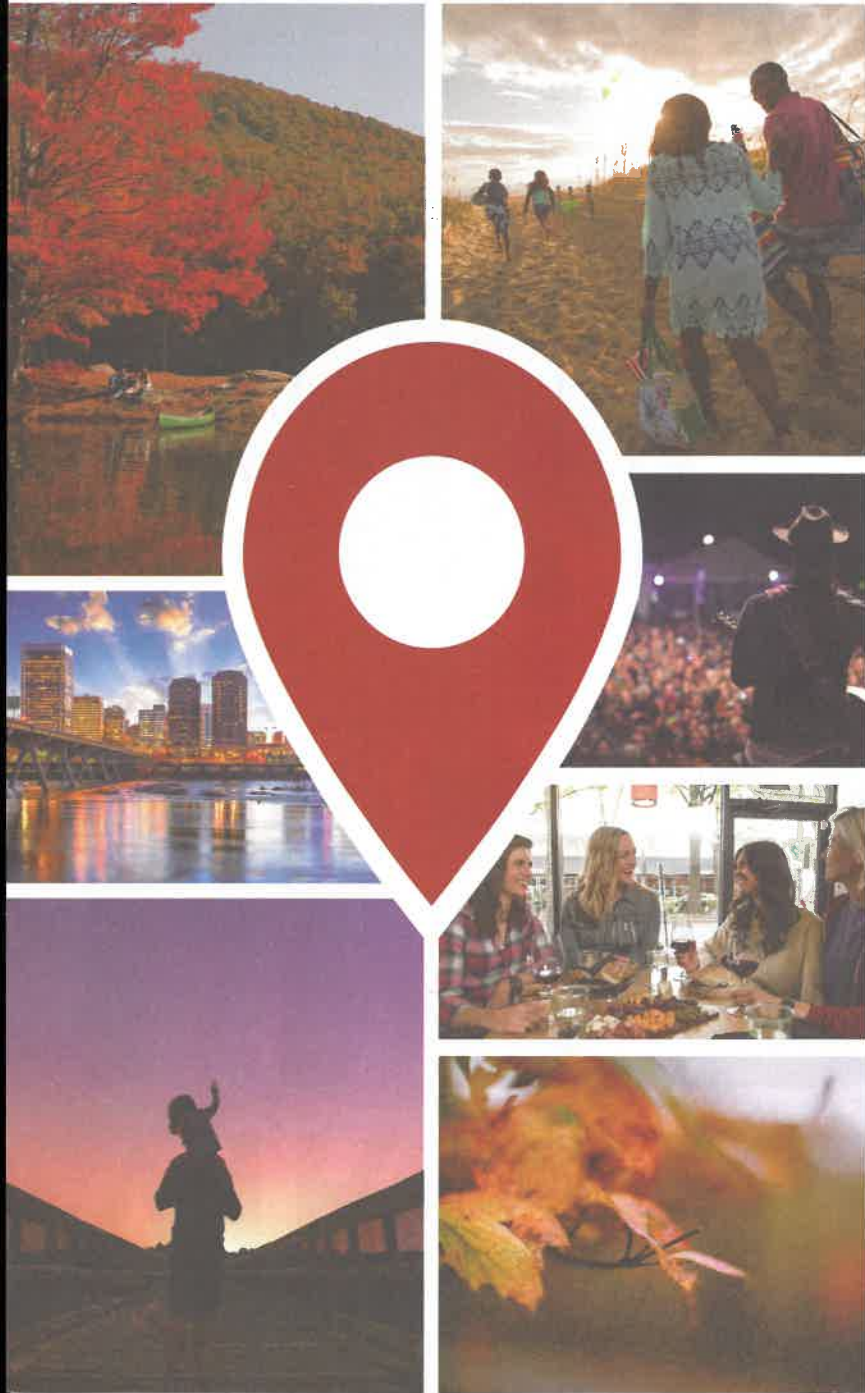
2021 - 2022

OFFICIAL HIGHWAY MAP



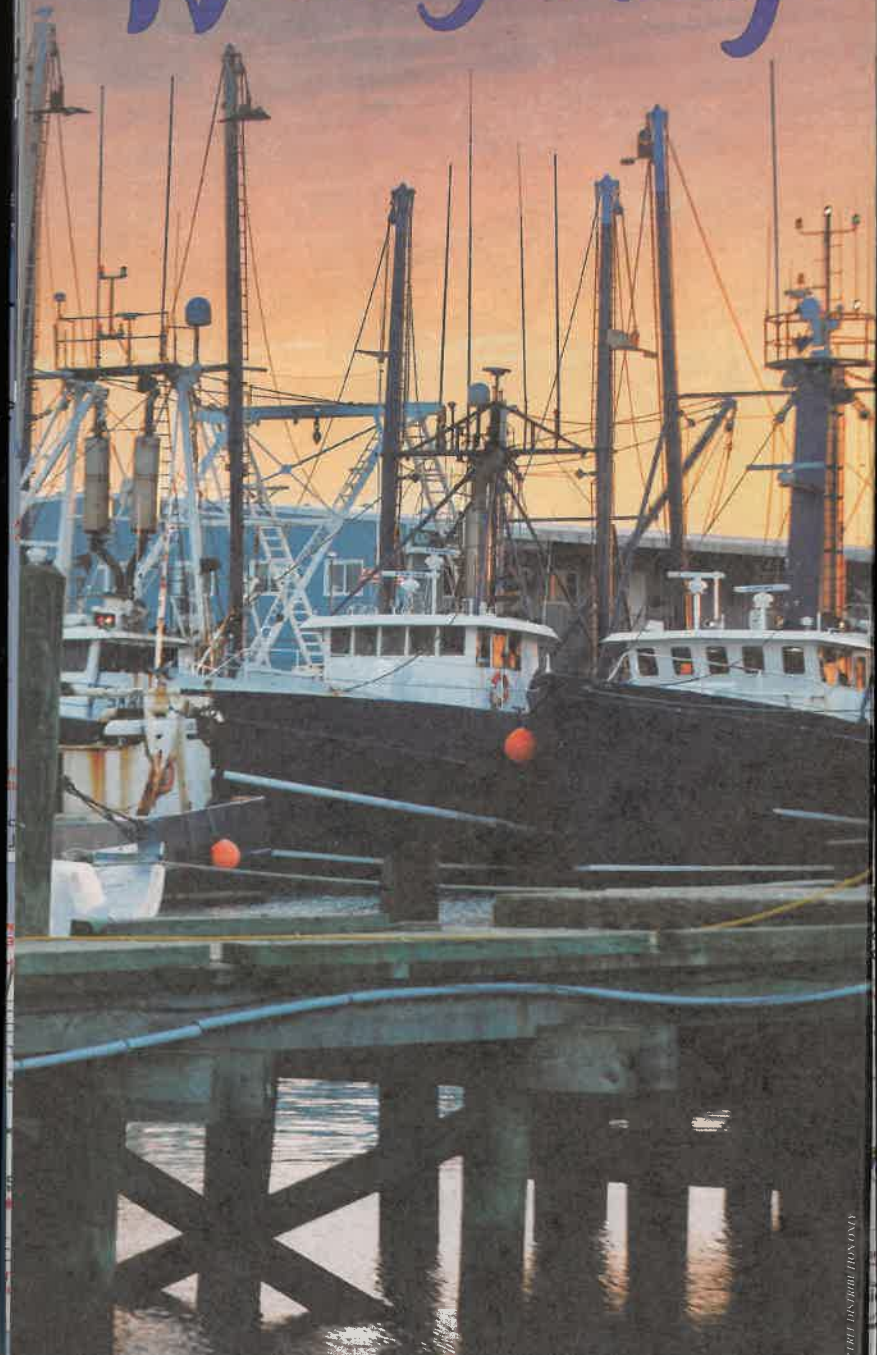
# VIRGINIA

**You've come to the right place.**



2023 OFFICIAL STATE MAP

# New Jersey

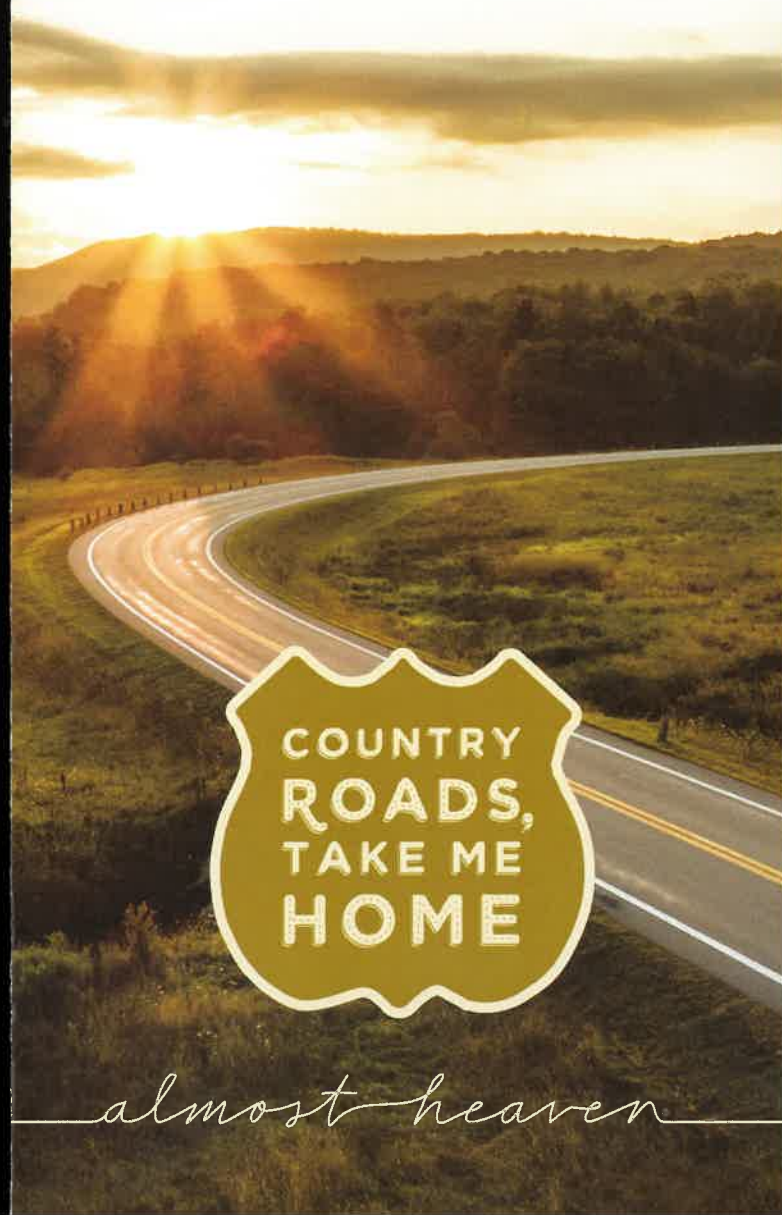


*Photo Courtesy NJ Div. Travel & Tourism*

FORREST DISCHER/ISTOCK

# WEST VIRGINIA

OFFICIAL HIGHWAY MAP



COUNTRY  
ROADS,  
TAKE ME  
HOME

*almost heaven*



# WEST VIRGINIA<sup>®</sup>

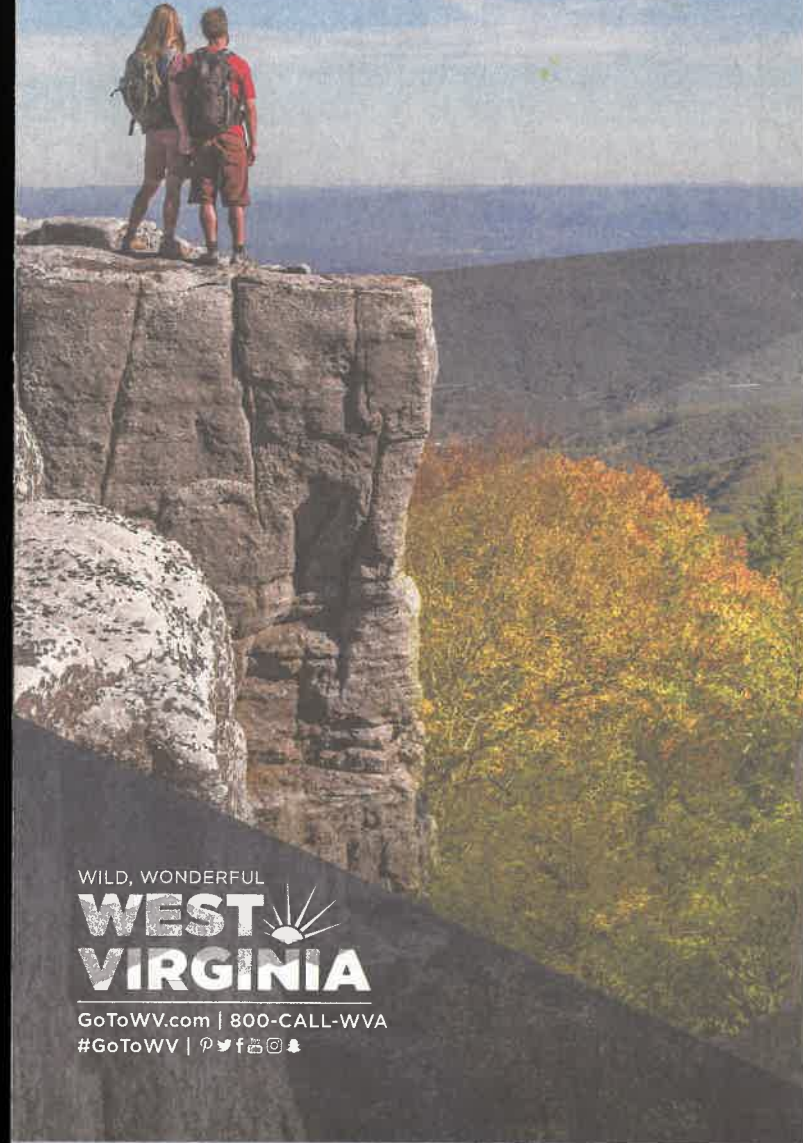
OFFICIAL HIGHWAY MAP

HOME OF THE 63RD NATIONAL PARK:  
NEW RIVER GORGE NATIONAL  
PARK AND PRESERVE

*almost heaven*

# WEST VIRGINIA

## OFFICIAL HIGHWAY MAP



WILD, WONDERFUL

**WEST VIRGINIA**

GoToWV.com | 800-CALL-WVA

#GoToWV |



# Alabama HIGHWAY MAP



2019-2020

Couples and Mardi Gras royalty have been celebrating at the historic Battle House Hotel on Royal Street in Mobile since 1852

~~BURGO~~

Coated America  
Silk Text - 70#

**William & Heintz Map Corporation**

**8119 Central Avenue**

**Capitol Heights, MD 20743-3507**

Mr. John W. Estep, Buyer

West Virginia Dept. of Purchasing

2019 Washington Street, East

Charleston, WV 25305

February 21, 2023

RE: WV SOLICITATION # CRFQ 0803 DOT2300000085 OPENS 02-23-23 @ 1:30 PM

Dear Mr. Estep,

Regarding the paper that we have been able to source for the production of your highway map. It is an American paper mill, not foreign and will be made in one lot.

The manufacturing time will be 90 days from transmittal of our purchase order to the mill to completion which does not include delivery or transit time to our printing plant.

This paper has a 92 brightness specification. The coated paper shortage which began in April 2020 is still going on with no end in sight for the foreseeable future. Only new paper mill construction will correct this situation.

We are ready to serve the Division of Highways should we be awarded this contract.

Respectfully yours,



Gil Stimson, Contracts Administrator

Williams & Heintz Map Corporation

WV Purchasing Division  
02/24/23 10:04:07  
WV Purchasing Division



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

State of West Virginia  
 Centralized Request for Quote  
 Miscellaneous

Proc Folder: 1160702

Doc Description: WV Official Highway Map (81230077)

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-02-10	2023-02-23 13:30	CRFQ 0803 DOT2300000085	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000192627  
 Vendor Name: WILLIAMS & HEINTZ MAP CORPORATION  
 Address: 8119 CENTRAL AVENUE  
 Street:  
 City: CAPITOL HEIGHTS  
 State: MARYLAND Country: USA Zip: 20743-3507  
 Principal Contact: GIL STIMSON  
 Vendor Contact Phone: (800) 338-6228 Extension: N/A

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor Signature X *Gil Stimson* FEIN# 52-0711994 DATE 02/21/2023

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Information Technology Division to establish an open-end contract for the composition, printing and delivery of the West Virginia Official Highway Map. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation,

**INVOICE TO****SHIP TO**

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

DEPT. OF TRANSPORTATION  
1900 KANAWHA BLVD E,  
BLD. 5 RM-720

CHARLESTON WV  
US

CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WV Official Highway Map (Unit price per 1000s)	<del>0.00000</del> 250	EA	\$447.148	\$ 111,787.00

*Handwritten: A.P. Higgins 02/21/2023*

Comm Code	Manufacturer	Specification	Model #
81151602			

**Extended Description:**

Composition, Printing, and delivery of the WV Official Highway Map

(Unit Price per 1000s)

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Questions due by 10:00am	2023-02-16

	Document Phase	Document Description	Page
DOT2300000085	Final	WV Official Highway Map (81230077)	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# EXHIBIT A - PRICING PAGE

LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305

WV Official Highway Map				
Specifications Reference	Description	Estimated Quantity (in Thousands)*	Unit Cost	Extended Cost
3.	WV Official Highway Map (Unit Cost Per Thousand)	250	\$447.148	<del>\$0.00</del> \$111,787.00
3.3	Set Up Fee	1	\$2,200.00	<del>\$0.00</del> \$2,200.00
				\$0.00

The Pricing Page contains a list of the Contract Items and estimated purchase volume.  
 The estimated purchase volume represents the approximate volume of anticipated purchases only.  
 No future use of the contract or any individual item is guaranteed or implied.

A. D. Hemison 01/21/2023

Vendor Signature

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

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

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

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

**Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the

Contract. [ ] **Pollution Insurance** in an amount of: \_\_\_\_\_ per

occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

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

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 09/12/2022

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

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

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

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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



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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

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

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

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

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) GIL STIMSON, CONTRACTS ADMINISTRATOR  
(Address) 8119 CENTRAL AVENUE  
(Phone Number) / (Fax Number) (800) 338-6228 / (301) 336-5520  
(email address) gstimson@whmap.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

**WILLIAMS & HEINTZ MAP CORP.**  
8119 Central Ave.  
(Company) Capitol Heights, MD 20743  
G. Stimson  
(Signature of Authorized Representative) GIL STIMSON  
(Printed Name and Title of Authorized Representative) (Date) CONTRACTS ADMINISTRATOR  
(Phone Number) (Fax Number) (800) 338-6228 / (301) 336-5520  
(Email Address) gstimson@whmap.com

**REQUEST FOR QUOTATION**  
**West Virginia Official Highway Map**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Information Technology Division to establish an open-end contract for the composition, printing and delivery of the West Virginia Official Highway Map.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1. “Contract Item” or “Contract Items”** means the list of items identified in Section 3. below and on the Pricing Pages.
  
  - 2.2. “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  
  - 2.3. “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.4. “CD”** means a computerized Compact Disc.
  
  - 2.5. “Cromalin®”** is the registered trademark name for DuPont’s product utilized in the production of all types of contract proofs. This helps accurately identify color or content problems at final stages of printing operations when undetected errors may result in printing machine downtime and financial losses.
  
  - 2.6. “DVD”** means a computerized Digital Versatile Disc or Digital Video Disc.
  
  - 2.7. “FTP”** means File Transfer Protocol which is a standard Internet protocol for transmitting files between computers on the Internet over transmission control protocol/internet protocol (TCP/IP) connections.
  
  - 2.8. “PDF”** means Portable Document File.
  
  - 2.9. “TIFF”** means Tagged Image Format File.
  
  - 2.10. “WVDOT-IT”** means WV Department of Transportation, Information Technology Division.

**REQUEST FOR QUOTATION**  
**West Virginia Official Highway Map**

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- 3. GENERAL REQUIREMENTS:** The successful vendor shall provide all labor, materials and equipment necessary to compose, print, fold and deliver the West Virginia Official Highway Maps for a one (1) year period with the option to renew for three (3) successive additional years, as outlined in the General Terms and Conditions.

All contract items shall meet or exceed the mandatory requirements as listed below.

- 3.1. Quality:** All bidders are hereby advised they should be prepared to show their company has the equipment, technical personnel, and experience necessary to produce maps of the desired quality. All bidders are further cautioned that press work, paper stock, inks, register, printing, trim size, etc., must be of the highest quality. Under no circumstances will an unsatisfactory job be accepted, or payment be made. All items pertaining to the production of the map shall be entirely satisfactory to WVDOT-IT in all respects and reserves the right to reject the entire order should the successful vendor fail to comply with the requirements of this contract.
- 3.2.** The successful vendor shall be responsible for preparing any positives, negatives or typesetting necessary to produce a map as close as possible to resemble the mockup provided, refer to Exhibit C – Mockup.
- 3.3. Set Up Fee:** Under certain circumstances we may need to have updated maps. If applicable, please include and list the set up fee on Exhibit A - Pricing page.
- 3.4. COMPOSITION SPECIFICATIONS:**
- 3.4.1.** All necessary composition shall be furnished by the successful vendor and shall be included in the price quoted herein.
- 3.4.2.** The map shall contain all elements listed in Exhibit C provided, including the Symbol Legend, Index to Cities and Towns, Mileage Chart, and Other Transportation Notes.
- 3.4.3.** The successful vendor will be required to furnish type for all body copy in accordance with information and layout provided by WVDOT-IT.
- 3.4.4.** The trim size of the map and all printed reproductions shall be a size of 37.125" w x 24.9375" h (flat) and 4.125" w x 8.3125"h (folded). The finished map shall be centered within the trim size. If the paper stock used by the successful vendor for the reproduction of the finished map is larger than the required stated size, all sheets shall be guillotine trimmed to meet the flat size specified.
- 3.4.5.** Finished maps shall be square with the bottom and side edges straight and parallel to the border lines.

**REQUEST FOR QUOTATION**  
**West Virginia Official Highway Map**

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- 3.4.6. Paper Stock:** The West Virginia Official Highway Map shall be produced on 70# silk text stock with a target brightness of 95. The paper stock shall possess satisfactory strength, capacity, tear resistance and folding qualities. Paper stock of inferior quality will not be accepted.

**3.5. PRINTING SPECIFICATIONS:**

- 3.5.1.** The printing of the map shall consist of the preparation of press plates for lithographic printing in four-color process using process screens.
- 3.5.2.** The map shall be available to WVDOT-IT to be printed via Adobe Pagemaker7 or newer version, Adobe Acrobat, PDF, and TIFF.
- 3.5.2.1. Front of Map:** The front side of the map shall be provided by the successful Vendor from a computerized composite layout in PDF or TIFF on a CD, DVD or via FTP.
- 3.5.2.2. Back of Map:** The back side of the map shall be provided by the successful Vendor as a computerized composite layout in Adobe PageMaker7 with all fonts and/or graphics in position on a CD, DVD or via FTP. An optional format can be provided to the printer as a PDF.
- 3.5.3.** Registration between colors on the final reproduction shall be perfectly within visible limits. For final printing, all registration marks shall be removed and contain no plate mark depression.
- 3.5.4.** The neat edges of the printing copies shall match line to line in color accuracy and position.
- 3.5.5.** Complete proofs of the map front and back shall be submitted and approved by WVDOT-IT before proceeding with press work. After the proofs have been reviewed, the vendor shall make any and all requested corrections free of charge. Depending on magnitude of corrections, a reproof may be required by the WVDOT-IT before the final press work begins.
- 3.5.6.** The map shall be finished to bleed on all four sides, not to exceed the required size stated in 3.4.4.
- 3.5.7.** A random Cromalin®, or equal press match proof of the entire layout shall be provided by vendor to WVDOT-IT for review prior to completion of press work.
- 3.5.8.** Copy and artwork shall be dropped out of background color screen over lapping photos as noted on layout.
- 3.5.9.** The printing inks used shall be of the best commercial quality, suitable for obtaining sharp, clear reproduction in the specified colors agreed on. All inks used shall be quick drying, waterproof, sun proof, and of fast color. The ink shall withstand reasonable abrasion and shall not flake or smear when printed copies have dried. The vendor shall adhere to the papermaker's recommendations to the types of ink suitable for the paper used.

**REQUEST FOR QUOTATION**  
**West Virginia Official Highway Map**

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- 3.6. Folding Specifications:** The vendor shall fold each reproduction printed of the West Virginia Official Highway Map in accordance with Exhibit C and Section 5.1 once approval on the final proofs and a successful printing has been performed. The folded size of the map will be 4.125" w x 8.3125"h; nine (9) panels wide x three (3) panels high.
- 3.7. Care and Ownership of Materials:** The vendor shall be responsible for insuring against loss, destruction, or damage to all materials provided by the WVDOT-IT for the duration of this contract. Plates and plate negatives of all material used on either side of the map are to be stored in the plant of the vendor for the duration of the contract. Plate negatives shall become the property of and be forwarded to the WVDOT-IT upon the completion, expiration or termination of the contract. All negatives, copy photography, separations, computer generated typesetting files and other materials furnished by WVDOT-IT shall be returned fully insured, destination F.O.B. to Building 5, Room A-720, 1900 Kanawha Blvd. East, Charleston, WV 25305. The vendor shall be responsible to deliver all materials supplied by WVDOT-IT substantially in the same condition as received. The vendor shall use every precaution to prevent damage to all materials while in their possession and any materials damaged or otherwise affected by faulty work, shall be repaid to the WVDOT-IT at the vendor's expense. The vendor shall copyright the map at their expense for the West Virginia Department of Transportation and provide the WVDOT-IT with documented proof of such copyright.
- 3.8. Required Bid Items**
- 3.8.1. Work Samples:** As part of the bid packet, each bidder shall submit a sample of similar work which has been completed in their facility by their process or processes which they propose to use to fulfill this contract. Other samples of four-color process work shall be submitted also to show quality.
- 3.8.2. Blank Samples:** Each bid packet shall include two unprinted "dummies" with an overall size of 37.125" w x 24.9375"h (flat) and 4.125" w x 8.3125"h (folded). Nine (9) panels wide x three (3) panels high. These "dummies" shall be identified with the name of the bidder, stock manufacturer, and mill brand or trade name therein. An additional three (3) samples printed in color and on the proposed quality paper stock shall accompany the bid packet as an indication of the quality of color in the work product.



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**4. CONTRACT AWARD:**

- 4.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Exhibit A Pricing Page.
- 4.2. Pricing Page:** The vendor should complete the Pricing Page by reviewing all the required specifications of the contract and calculate an all-inclusive cost per finished map produced. Vendor should take into consideration all material costs associated with performing this contract for one (1) year with the possible renewal for three (3) successive additional years. There is no legal mechanism to allow for price increases due to market fluctuations in future years. The vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.
- 4.2.1.** The Pricing Page contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 4.2.2.** Vendor should electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. DELIVERY AND RETURN:**

**5.1. Delivery Requirements:**

For an approved WVDOT-IT Purchase Order:

- 5.1.1.** Maps shall be folded according to the specifications for the map. These shall be banded in units of twenty-five (25) with either 2-inch Kraft™ band, wrapped in plastic wrap or shrink-wrapped packaging and sealed in sturdy, substantial new cartons, suitable for reshipping, of uniform size.
- 5.1.2.** Each carton shall contain three hundred (300) maps and be labeled clearly on both ends showing contents and quantity enclosed.
- 5.1.3.** Two hundred (200) maps of the total quantity ordered shall be flat – not folded (full count delivery shall be made but no overruns will be paid for) and wrapped in plastic wrap or shrink-wrapping packaging. These shall be sealed in sturdy, substantial new flat cartons, suitable for reshipping, of uniform size.
- 5.1.4.** All cartons shall be stacked on pallets, no more than five (5) cartons high.

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- 5.1.5.** Within forty-five (45) calendar days after receipt of an approved Purchase Order, thirty (30) percent of the total quantity ordered, inclusive of the two hundred (200) flat maps as specified in point 5.1.3. shall be delivered as specified below. The remaining quantity ordered is due within ninety (90) calendar days.
- 5.2. Notice of Shipment:** Vendor shall provide forty-eight (48) working hours advance notice to WVDOT-IT regarding shipping of any product relating to this contract. Notice via email shall be made to Charles McNeel (charles.a.mcneel@wv.gov) and Sevin Eldridge (sevin.c.eldridge@wv.gov).
- 5.3. Late Delivery:** WVDOT-IT shall be notified at the "Invoice To" address shown on the approved Purchase Order if orders will be delayed for any reason beyond the time frame specified in 5.1. Any such delay in delivery shall be grounds for:
- 5.3.1.** Cancellation of the delayed order.
  - 5.3.2.** Obtaining the items ordered from a third party (after obtaining approval from the West Virginia Purchasing Division).
- 5.4. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to WVDOT-IT division's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge WVDOT-IT separately for such delivery. All deliveries shall be made to the following address:
- West Virginia Department of Transportation  
Information Technology Division  
Building 5, Room A-720  
1900 Kanawha Blvd. East  
Charleston, WV 25305  
Attention: Charles McNeel (304)414-6929
- 5.5. Return of Unacceptable Items:** If the WVDOT-IT deems the Contract Items to be unacceptable, the Contract Items shall be returned to the Vendor at Vendor's expense and with no restocking charge. Reproductions of the map which are soiled, or for any other reason present an appearance of other than one of the very finest quality, will be rejected as unacceptable. The Vendor shall either make arrangements for the return within five (5) calendar days of being notified that items are unacceptable or permit the WVDOT-IT to arrange for the return and reimburse WVDOT-IT for delivery expenses. If the original packaging cannot be utilized for the return, the Vendor will supply WVDOT-IT with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. WVDOT-IT's location. The returned product shall either be replaced or WVDOT-IT shall receive a full credit or refund for the purchase price, at WVDOT-IT's discretion.

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**6. VENDOR DEFAULT:**

- 6.1.** The following shall be considered a vendor default under this Contract.
  - 6.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 6.1.2.** Failure to comply with other specifications and requirements contained herein.
  - 6.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 6.1.4.** Failure to remedy deficient performance upon request.
  
- 6.2.** The following remedies shall be available to WVDOT-IT upon default.
  - 6.2.1.** Immediate cancellation of the Contract.
  - 6.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
  - 6.2.3.** Any other remedies available in law or equity.

**7. MISCELLANEOUS:**

- 7.1. 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.
  
- 7.2. Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
  
- 7.3. Reports:** Vendor shall provide quarterly reports and annual summaries to the WVDOT-IT showing the WVDOT-IT'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.

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- 8. 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.

**Contract Manager:** GIL STIMSON

**Telephone Number:** (800) 338-6228

**Fax Number:** (301) 336-5520

**Email Address:** gstimson@whmap.com

## **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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: February 16, 2023 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: john.w.estep@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:  
BUYER: JOHN ESTEP  
SOLICITATION NO.: CRFQ 0803 DOT2300000085  
BID OPENING DATE: February 23, 2023  
BID OPENING TIME: 1:30 PM  
FAX NUMBER: 304-558-3970

**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:** February 23, 2023 @ 1:30 PM

**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 must 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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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 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. 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.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

**Coated America**

Randy Clifford &lt;rclifford@bwwilson.com&gt;

Tue 2/21/2023 11:24 AM

To: Gil Stimson &lt;gstimson@whmap.com&gt;

**93854  Contract Item****Coated America Silk Text 25x38 BS70 9500/Sk 140MWT****Item Details**

Caliper:	3.6
Cartons Per Pallet:	1
Item Group:	25x38
All Locations	
M Weight:	140
Recycled:	Yes
Sheets per Skid:	9500
Stock Location:	A
Item Long Description:	92 Brightness, <b>FSC Certified, 10% PCW</b> , Outstanding Reliability
Size:	25 x 38
Basis Weight:	Text 70#
Color:	White
Finish:	Silk

Gil.....Its a 92 bright...( Chorus Arts baby brother look alike )....I believe that its actually very white in shade. Hope the above is helpful.

Randall Clifford

Pulp Paper and Allied Products

My surface is your Edge

\*\*\*\* Price Prevailing at time of shipment\*\*\*\*

301-325-1103 Cell

**B.W. Wilson Paper Company**

2501 Brittons Hill Road

Richmond, VA 23230

804.358.6715

800-868-2868

**Paper...Ink...Supplies**

ORDER DELIVERY

B.W. WILSON PAPER COMPANY  
1006 HAVERHILL ROAD  
BALTIMORE MD 21229  
Phone: (800)868-2868

Branch : 6  
Page : 1  
Tr Type: OR

Order No.: 2692881  
Ship Date: 02/17/23  
Route : 6-01  
Stop : 115

SOLD TO: 4250000  
WILLIAMS & HEINTZ MAP CORP  
8119 CENTRAL AVENUE  
CAPITOL HEIGHTS, MD 20743

SHIP TO: 1  
WILLIAMS & HEINTZ MAP CORP.  
8119 CENTRAL AVENUE  
PHONE 800-338-6228  
CAPITOL HEIGHTS, MD 20743

Via : B.W.W. TRUCK  
TERMS : 1% 20TH NEXT MONTH  
CUST PO#: SAMPLES

Taken By : KIM  
Freight : 6-BALT001  
Sales Agt: 0136 RANDY CLIFFORD

ITEM ID DESCRIPTION	BRANCH	UM ALT	ORDERED	SHIPPED
.SAMPLES	1	BX	1	1
SAMPLES PER REQUEST				
CA SILK		WGT:	1.00	

ONLY THE PRODUCTS IDENTIFIED AS SUCH ON THIS  
DOCUMENT ARE FSC(R) CERTIFIED  
B.W. WILSON PAPER COMPANY FSC CERTIFICATE  
#NC-COC-002398

TOTAL WEIGHT: 1.00  
TOTAL PIECES: 1

