



**State of West Virginia  
Agency Request for Quote  
Miscellaneous**

<b>Proc Folder:</b> 1348843			<b>Reason for Modification:</b>
<b>Doc Description:</b> Shower Panels			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-12-28	2024-01-12 10:30	ARFQ 0608 DCR2400000070	1

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Herbert Mickey Skeens  
(304) 558-2350  
herbert.m.skeens@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security - Division of Administrative Services is soliciting bids on behalf of the WV Division of Corrections & Rehabilitation - Huttonsville Correctional Center & Jail to establish a contract for the one-time purchase of one hundred ten (110) Concealed Push Button Shower Panels.

INVOICE TO		SHIP TO	
DIVISION OF ADMINISTRATIVE SERVICES 1124 SMITH STREET SECOND FLOOR CHARLESTON WV US		HUTTONSVILLE CORRECTIONAL CENTER PO BOX 1 109 HCC BLVD HUTTONSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Concealed Push Button Shower Panel or Equal	110.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30181503			

**Extended Description:**  
See attached specifications

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2024-01-05

	Document Phase	Document Description	Page
DCR240000070	Final	Shower Panels	3



State of West Virginia  
Agency Request for Quote  
Miscellaneous

Proc Folder: 1348843		Reason for Modification:	
Doc Description: Shower Panels			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-28	2024-01-12 10:30	ARFQ 0608 DCR240000070	1

**BID RECEIVING LOCATION**

**VENDOR**

Vendor Customer Code:

Vendor Name : *Berwood Sales*

Address : *212 Whites Mill Rd*

Street : *AA*

City : *Abingdon*

State : *VA* Country : *US* Zip : *2420*

Principal Contact : *Leslie Brown*

Vendor Contact Phone: *276-285-0195* Extension:

**FOR INFORMATION CONTACT THE BUYER**  
Herbert Mickey Skeens  
(304) 558-2350  
herbert.m.skeens@wv.gov

Vendor Signature X *Leslie Brown* FEIN# *47-3032651* DATE *1/5/24*

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

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security - Division of Administrative Services is soliciting bids on behalf of the WV Division of Corrections & Rehabilitation - Huttonsville Correctional Center & Jail to establish a contract for the one-time purchase of one hundred ten (110) Concealed Push Button Shower Panels.

INVOICE TO		SHIP TO	
DIVISION OF ADMINISTRATIVE SERVICES 1124 SMITH STREET SECOND FLOOR CHARLESTON US	WV	HUTTONSVILLE CORRECTIONAL CENTER PO BOX 1 109 HCC BLVD HUTTONSVILLE US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Concealed Push Button Shower Panel or Equal	110.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30181503			

**Extended Description:**  
See attached specifications

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2024-01-05

	Document Phase	Document Description	Page 3
DCR2400000070	Final	Shower Panels	

**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.**

Leslie Brewer, owner  
\_\_\_\_\_  
(Name, Title)  
*Leslie Brewer, owner*  
\_\_\_\_\_  
(Printed Name and Title)  
212 Whites Mill Road, Abingdon, VA 24210  
\_\_\_\_\_  
(Address)  
276-285-0195  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
boxwoodsalesllc@gmail.com  
\_\_\_\_\_  
(E-mail 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.

Boxwood Sales  
\_\_\_\_\_  
(Company)  
*Leslie Brewer*      *Leslie Brewer, owner*  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
*Leslie Brewer, owner*  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
  
1/5/24  
\_\_\_\_\_  
(Date)  
  
276-285-0195  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**Exhibit A - Pricing Page**  
**ARFQ 0608 DCR240000070**

**Concealed Push Button Shower Panels or Equal**

Labor Quote Item #	Description	Unit of Measure	One Time Purchase	Lump Sum Price	Extended Amount
3.1.1	Concealed Push Button Shower Panels or Equal	Each	110	<del>\$495.00</del> 579	<del>\$54,450.00</del> 57,090

**Total Overall Cost**

~~\$54,450.00~~  
57,090

*Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.*

<b>Bidder/Vendor Information:</b>
Name: Boxwood Sales LLC
Address: 212 Whites Mill Road
Abingdon, VA 24210
Phone No.: 276-285-0195
Fax No.:
Email Address: boxwoodsalesllc@gmail.com
Authorized Signature <i>Lesha Bruce</i>

NOTES:

**Exhibit A - Pricing Page  
ARFQ 0608 DCR240000070**

**Concealed Push Button Shower Panels or Equal**

Labor Quote Item #	Description	Unit of Measure	One Time Purchase	Lump Sum Price	Extended Amount
3.1.1	Concealed Push Button Shower Panels or Equal	Each	110	\$519.00	\$57,090.00

**Total Overall Cost**

**\$57,090.00**

*Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.*

<b>Bidder/Vendor Information:</b>
Name: Boxwood Sales LLC
Address: 212 Whites Mill Road
Abingdon, VA 24210
Phone No.: 276-285-0195
Fax No.:
Email Address: boxwoodsalesllc@gmail.com
Authorized Signature

**NOTES:**

**WILLOUGHBY INDUSTRIES, INC. WILL NOT RELEASE THIS PRODUCT FOR PRODUCTION WITHOUT RECEIVING ALL OF THE FOLLOWING INFORMATION:**

- ✓ A complete & approved submittal package returned to Willoughby Industries, Inc.
- ✓ Specify required details listed on the contractor checklists throughout this submittal package.  
(Checklists are located before the specification sheets for each individual fixture.)
- ✓ Proper purchase order including:
  - Our Terms of Sale
  - “Bill To” & “Ship To” Addresses
  - Quantities
  - Model / Part #'s
  - Authorized Signature
  - Job Site Contact

**In wall / floor material (i.e.: wall sleeves, wall frames, access boxes, & detox units) will ship approximately N/A weeks after receipt of all information listed above.**

**Fixtures will ship approximately 14-16 weeks after receipt of all information listed above.**



**WILLOUGHBY**

COUNT ON US

**!! WARNING !!**

**BE SURE TO FLUSH**

**PLUMBING SUPPLY LINES**

**PRIOR TO INSTALLING**

**WILLOUGHBY SUPPLIED**

**VALVES!**

\*FLUSHING PLUMBING LINE SYSTEMS WHILE WILLOUGHBY VALVES ARE INSTALLED/CONNECTED MAY RESULT IN PERMANENT DAMAGE TO THE VALVES. WILLOUGHBY WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY VALVES THAT HAVE BEEN INSTALLED PRIOR TO A COMPLETE AND PROPER LINE FLUSH. FLUSHING THE PLUMBING SYSTEM LINES WITH WILLOUGHBY VALVES CONNECTED WILL VOID THE VALVE WARRANTY.

**Willoughby**

**Project # 41218**

**Item # SHOWER**

**WILLOUGHBY INDUSTRIES, INC.**

**Contractor Checklist for Wall Showers**

**This information must be received for order to be processed.**

*(Standard accessory locations shown on drawings will be used if no information is given).*

- Specify if pipe shroud is required, if required specify length of pipe shroud:

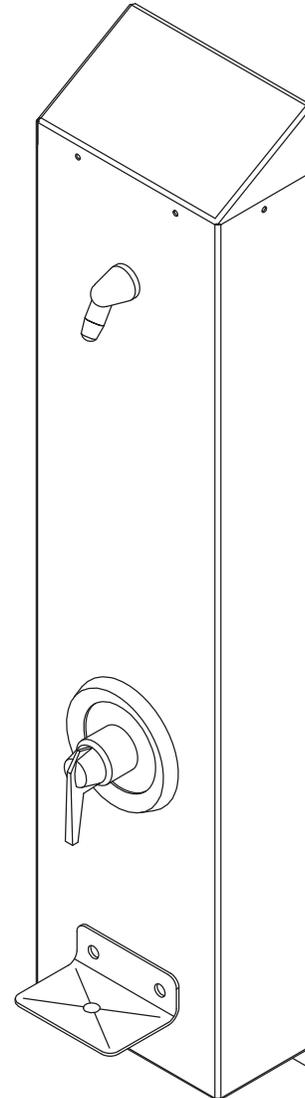
I have reviewed the submittal package for this fixture. I have verified that the information given with regards to the above questions is correct and this fixture is released for production.

Signature \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

# Willoughby Industries - Commercial Products



## CWSMS Series Surface Mounted Wall Shower



### Recommended Specifications

Surface Mounted Wall Shower shall be:  
Willoughby Model No. **CWSMS**  
(Select from model number and options list on next page)

Shower panel shall be fabricated from 18 gauge, Type 304 stainless steel with exposed stainless surfaces polished to a #4 satin finish. Sloped top panel and bottom panel are riveted onto the wall shower.

Standard equipment shall include:

- Shower valves (from Valve Selection options list)
- Shower head (from Shower Head Selection options list)
- Z-clip mounting bracket

Anchoring shall be by Z-clip and bottom flange with anchoring hardware by others. Shower unit shall be factory assembled, tested for proper operation, and ready for installation by a contractor. Unit requires no chase area for installation and maintenance.

Optional WaterSense Labeled ligature-resistant shower head available (LRSH).

*(Unit may be shown with optional features)*

To specify fixture and accessories, use the Model Number and Options page.

Example: To specify a Surface Mounted Wall Shower with temp./pressure-balancing mixing valve, standard 2.5 GPM flow rate, APS adjustable vandal-resistant shower head, and surface mounted soap dish

Use the following Willoughby Model Number:

**CWSMS-TPV-2.5-APS-SD**



**WARNING:** Cancer and Reproductive Harm

- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



MADE IN THE U.S.A.

visit our website at [www.willoughby-ind.com](http://www.willoughby-ind.com)  
5105 West 78th Street • Indianapolis, IN. 46268  
(317) 875-0830 • Fax: (317) 875-0837 • (800) 428-4065

## MODEL NUMBER AND OPTIONS:

**1.) Base Model Number:**

CWSMS Surface Mounted Wall Shower

**2.) Valve Selection:**

- NV No Valve
- PML1 Single Temp. Pneumatic Metering
- PML2 Dual Temp. Pneumatic Metering
- E1L1 Single Temp. Electronic (Pick Control)\*
- E1L2 Dual Temp. Electronic (Pick Control)\*
- PBV Pressure-Balancing Mixing Valve
- TPV Temperature/Pressure-Balancing Mixing Valve
- TPLR Ligature-resistant Temperature/Pressure-Balancing Mixing Valve
- SVC Single Temp. Compression Valve
- DVC Dual Temp. Compression Valves

**3.) Push Button Selection:**

*Pneumatic or Electronic Valves Only:*

- PBH Ligature-resistant Pneumatic Push Buttons\*\*
- PZPB Ligature-resistant Piezo Electronic Push Buttons\*\*/\*

**4.) Flow Rates:**

- 2.5 GPM (Standard)
- 2.0 GPM
- 1.5 GPM

**5.) Electronic Control\* (Must Use Electronic Push Button):**

- WUSC-2200
- WUSC-2400
- Pneumatic

**6.) Shower Head Selection:**

- APS Adjustable Vandal-resistant Shower Head
- NPS Non-Adjustable Vandal-resistant Shower Head
- UBJ Universal Ball Joint Shower Head
- LBJ Lockable Ball Joint Shower Head
- CSH Ligature-resistant Shower Head\*\*
- LRSH Ligature-resistant Shower Head, WaterSense Labeled Insert (1.5 GPM & 2.0 GPM Flow Rate only)\*\*

**7.) Other Options:**

- TF24H Hard-wired Transformer, 110VAC to 24VAC\* (Standard)
- TF24P Plug-in Transformer, 110VAC to 24VAC\*
- TMV Inline Thermostatic Mixing Valve
- SD Surface Mounted Soap Dish
- RD Recessed Mounted Soap Dish
- PS Pipe Shroud (Specify Length): \_\_\_\_\_ (IF REQUIRED)  
(Pipe Shroud option changes Riveted Sloped Top to Flat Top)
- Other \_\_\_\_\_
- Other \_\_\_\_\_

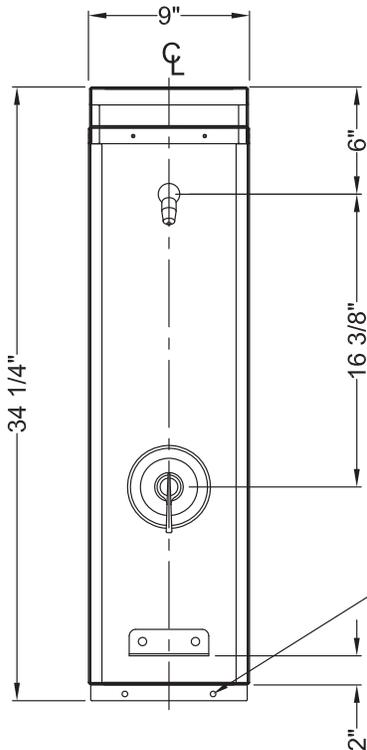
\* (Req. 110V power through ground fault interrupter (GFCI) receptacle / breaker)

**\*\*LIGATURE-RESISTANT DISCLAIMER**

This product is designed to minimize ligature points. While every effort has been made to reduce the possibility of ligature points, this product does not eliminate all risks. Ligature-Resistant products by Willoughby Industries are to be used in conjunction with, not as a replacement for, trained professionals.

Approved For Manufacturing By: \_\_\_\_\_ Date: \_\_\_\_\_ Company: \_\_\_\_\_  
 Wall Thickness: \_\_\_\_\_ Wall Type: \_\_\_\_\_

**VERIFY ALL DIMENSIONS WITH FACTORY PRIOR TO ROUGH-IN**  
 WILLOUGHBY RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN AND DIMENSIONS WITHOUT FORMAL NOTICE AND WITHOUT INCURRING OBLIGATION.



**FRONT VIEW**

'Z' CLIP WALL MOUNTING BRACKET  
(ANCHORING HARDWARE BY OTHERS)

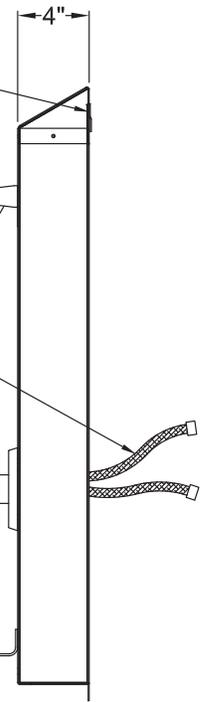
(APS) ADJUSTABLE  
SHOWER HEAD

FLEX HOSES TO SUPPLIES  
(20" LENGTH, 1/2" F.I.P.)

(TPV) TEMP/PRESSURE-  
BALANCING MIXING VALVE

(2) Ø5/16" MOUNTING HOLES  
(ANCHORING HARDWARE BY OTHERS)

(SD) SURFACE MOUNTED SOAP DISH



**SIDE VIEW**

**visit our website at [www.willoughby-ind.com](http://www.willoughby-ind.com)**

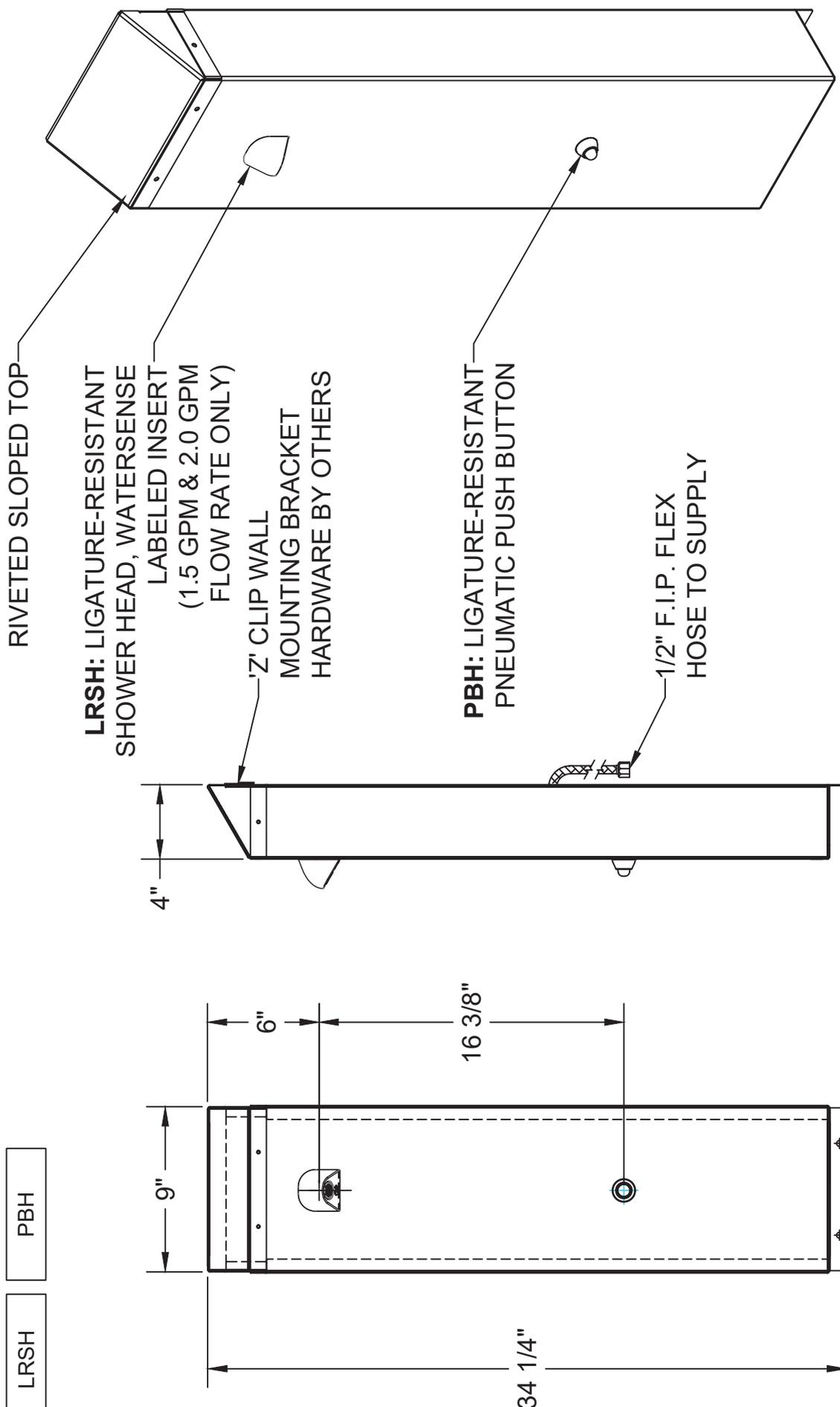
5105 West 78th Street • Indianapolis, IN. 46268

(317) 875-0830 • Fax: (317) 875-0837 • (800) 428-4065



**MADE IN THE U.S.A.**

- 1.5 GPM
- LRSH
- PML1
- PBH



(2) Ø5/16" HOLES (ANCHORING HARDWARE BY OTHERS)

FRONT VIEW

SIDE VIEW



**Willoughby Industries, Inc.**  
Indianapolis, Indiana

TOLERANCES EXCEPT AS NOTED  
 2 PLCS: ±0.015  
 FRACTIONS: ±1/4"  
 ANGLE: ±1°  
 TITLE / DESC.: SHOWER ASSEMBLY, SURFACE MOUNTED SHOWER, CWSMS-PML1-PBH-1.5-LRSH

REVISION	ORIG.	MCL	1/3/24	PART #:	P244500A
A				REV.	MCL 1/3/24
					STANDARD SHEET: 1 OF 1

MATL: 18 GA 304 S/S #3 SATIN FINISH  
 REF: S0934-1853  
 SCALE: 1:1

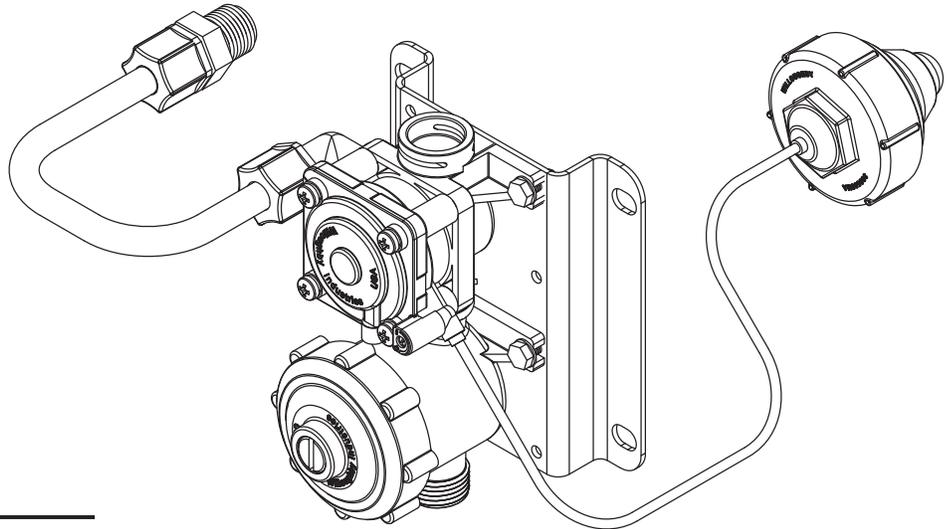
# Willoughby Industries - Security Products



## PML1 / PSL1 Single Temperature Lead-free Pneumatic Valve



### Recommended Specifications



(PML1 SHOWN)

Single Temperature, Lead-free Pneumatic Valve assembly shall be: Willoughby Model No. **P\_\_L1** (Select from options list)

The valve assembly shall use diaphragms to pneumatically activate non-hold-open metering (5-90 second) or non-metering pneumatic valves. The vandal-resistant push buttons shall be keyed/non-removable from the front of the fixture and shall require less than 5 lbs of force to operate.

The plastic valve checkstop/strainer shall feature integral mounting points. Replaceable stainless steel strainer and optional 0.5 GPM flow control can be serviced without disturbing the supply line. Assembly shall use flexible tubing to connect to the filler/bubbler/shower head. Water inlet is 1/2" MPT and is reversible for either top or bottom supply. A galvanized wall mounting plate is provided, wall anchoring hardware provided by others.

Flexible tubing is supplied for walls up to 8" thick. Recommended operating pressure shall be 35-70 psi. Valve shall withstand pressures up to 90 psi. Recommended max operation temperature is 110° Fahrenheit. The valve must be supplied with tempered water. The maximum length for tubing between the push button actuator and the valve is 10 feet. The pneumatic system is entirely self-contained and shall require no outside air supply. Cost reducing manifolded valves shall consist of multiple valve assemblies served by a common supply line.

Valve complies with NSF-61 standard.

#### **\*LIGATURE-RESISTANT DISCLAIMER**

This product is designed to minimize ligature points. While every effort has been made to reduce the possibility of ligature points, this product does not eliminate all risks. Ligature-Resistant products by Willoughby Industries are to be used in conjunction with, not as a replacement for, trained professionals.

#### **Model Number:**

- PML1 Single Temp. Metering
- PSL1 Single Temp. Non-metering

#### **Flow Selection (choose one):**

- 0.5 GPM Flow (lavatories)
- 1.0 GPM Flow (bottle fillers)
- 1.5 GPM Flow (showers)
- 2.0 GPM Flow (showers)
- NFC (No Flow Control) (showers, up to MA2)

#### **Push Button:**

- PBH Ligature-resistant Pneumatic Push Button\*
- PLPB Pneumatic Palm Push Button

#### **Options:**

- MA2 (Double Manifold, No flow limitation)
- MA3 (Triple Manifold, 0.5 GPM flow only)
- MA4 (Quad Manifold, 0.5 GPM flow only)
- TMV In-line Thermostatic Mixing Valve



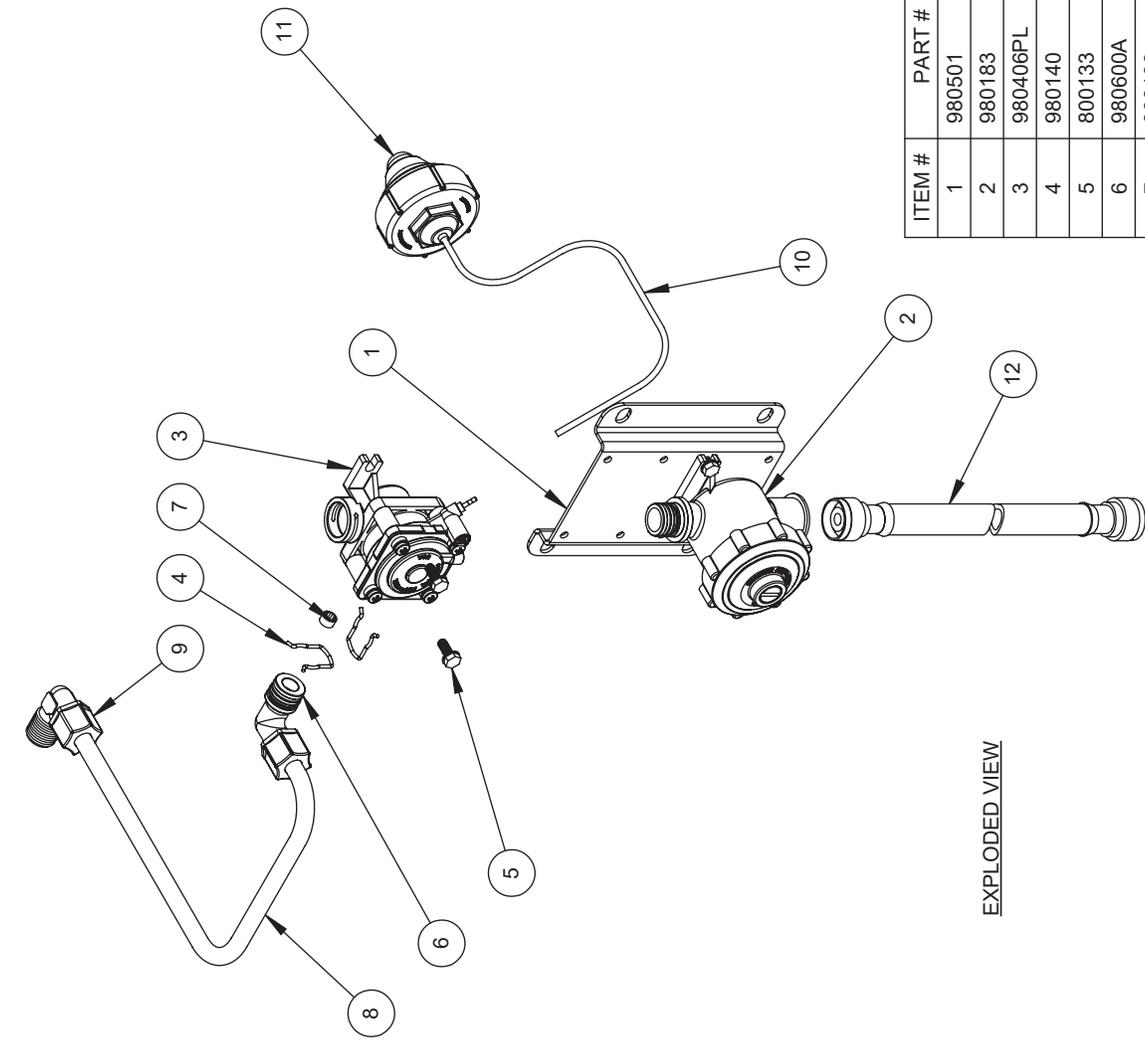
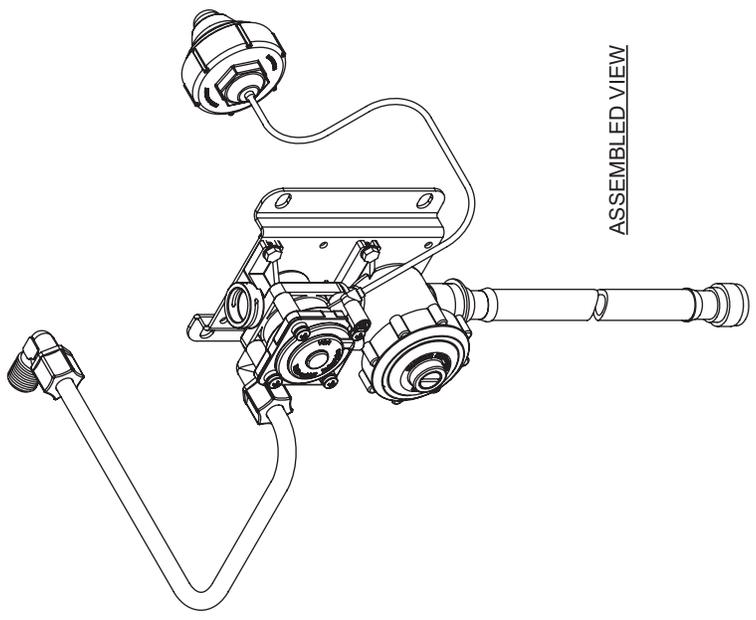
**WARNING:** Cancer and Reproductive Harm

- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



MADE IN THE U.S.A.

visit our website at [www.willoughby-ind.com](http://www.willoughby-ind.com)  
5105 West 78th Street • Indianapolis, IN. 46268  
(317) 875-0830 • Fax: (317) 875-0837 • (800) 428-4065



ITEM #	PART #	DESCRIPTION	QTY.
1	980501	PM1 VALVE BRACKET	1
2	980183	CHECKSTOP ASSEMBLY	1
3	980406PL	PNEUMATIC METERING VALVE ASSY - LEFT PLUGGED	1
4	980140	SPRING CLIP, ROUND	2
5	800133	#10-16 SELF TAP TYPE B HEX HEAD SCREW	4
6	980600A	VALVE FITTING ASSEMBLY, 3/8" ELBOW	1
7	380139	FLOW REGULATOR 1.5 GPM (MR03 GRAY)	1
8	600523	FLEXIBLE TUBING 3/8"OD X 1/4"ID X 60" LONG	1
9	320577	90 ELBOW, 3/8 MPT X 3/8 TUBE	1
10	600470	PNEUMATIC TUBING 1/16"ID (RED) X 60" LONG	1
11	600306LR	(PBH) LIGATURE-RESISTANT PNEUMATIC PUSH BUTTON	1
12	980520	20" FLEX HOSE, 1/2" I.P. CONNECTION	1

**Willoughby Industries, Inc.**  
Indianapolis, Indiana

TOLERANCES EXCEPT AS NOTED

2 PLCS: .001  
3 PLCS: .0015  
FRACTIONS: 1/32"  
ANGLE: 1°

SCALE: 1:4

MATL: N/A

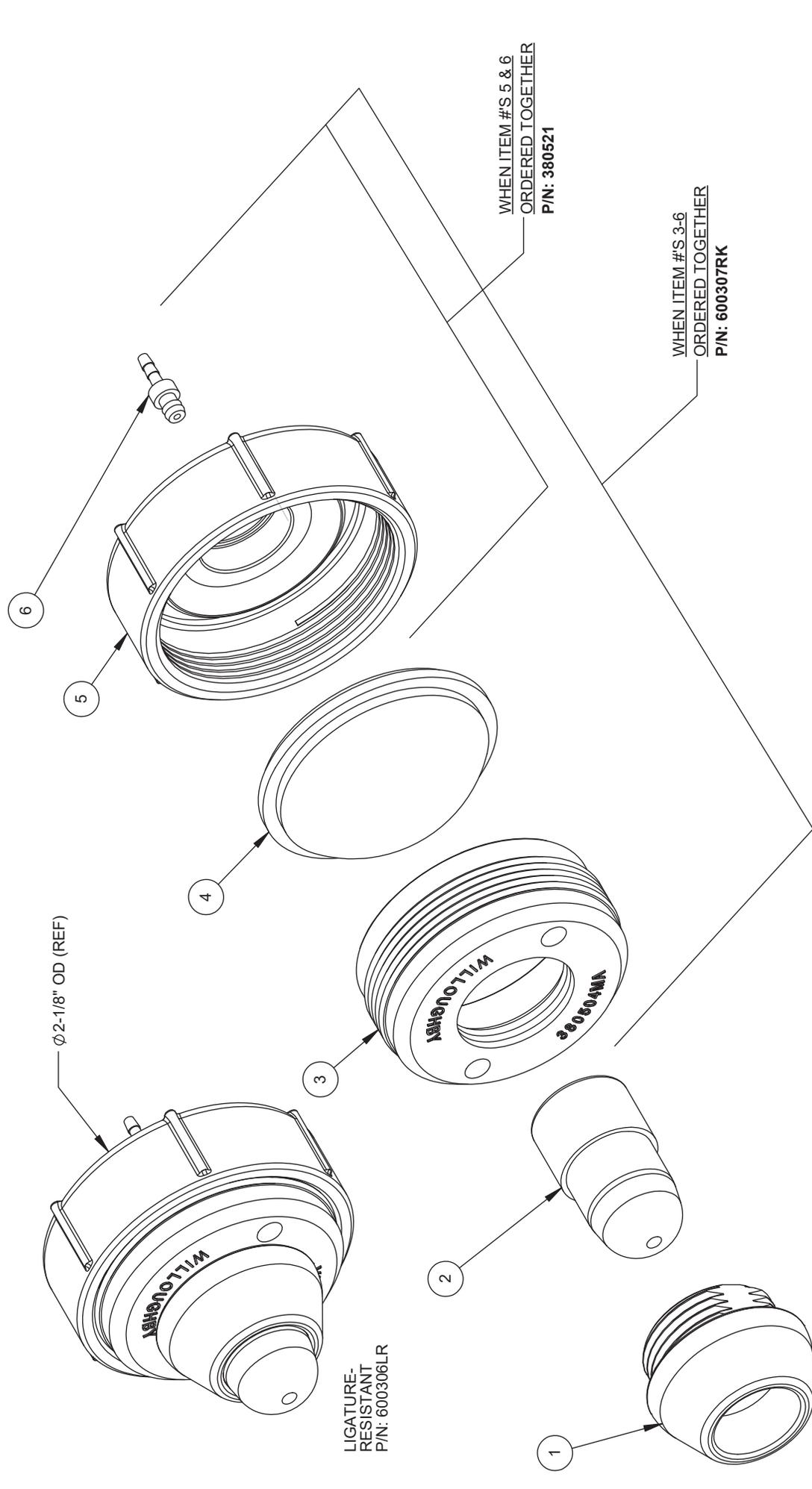
REV: A

REVISED ORIGIN: EEF 4/15/15

SHEET: 1 OF 1

PART # PML1115G0E

TITLE/DESC: VALVE ASSY PNEU. METERING-SINGLE TEMP-1.5 GPM-LEAD FREE



ITEM #	PART #	DESCRIPTION	QTY.
1	380119	PUSHBUTTON SLEEVE, LIGATURE-RESISTANT DIAPH. PUMP	1
2	600046	PUSHBUTTON, LIGATURE-RESISTANT DIAPHRAGM PUMP	1
3	380504MA	CAP, DIAPHRAGM PUMP, MOLDED	1
4	600201	DIAPHRAGM, PNEUMATIC PUMP	1
5	380506MA	BODY, PUSH BUTTON DIAPHRAGM PUMP, MOLDED	1
6	380840	FITTING, HOSE BARB, PUSH-IN, 1/16" (BRASS)	1

**Willoughby Industries, Inc.**  
 Indianapolis, Indiana

TOLERANCES EXCEPT AS NOTED

2 PLCS: ±0.01  
 3 PLCS: ±0.015  
 FRACTIONS: 1/32"  
 ANGLE: ±1°

SCALE: 1:20

MATL: A  
 REF.: SEE BOM

REVISION ORIG: EEF 4/5/17  
 REV: A  
 NAL 5/5/23

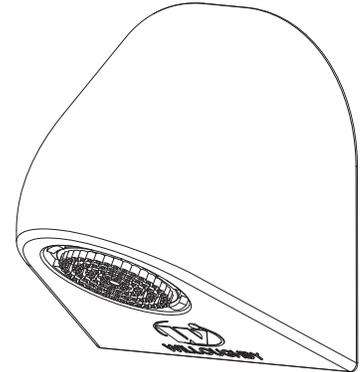
PART #: 600306LR

STANDARD SHEET: 1 OF 1

# Willoughby Industries - Behavioral Health Products



## LRSH Ligature-resistant High Efficiency Shower Head



### Recommended Specifications

Willoughby model LRSH Ligature-resistant, High Efficiency Shower Head shall be fixed type, with chrome-plated, die-cast construction. The vandal resistant shower head shall be rear mounted with no visible fasteners. The shower head shall have a 30° angle of spray, with 1.5 GPM flow rate insert standard. Optional 2.0 GPM flow rate insert available. Both the 1.5 GPM & 2.0 GPM Shower heads utilize a WaterSense Labeled insert that provide a steady and regulated flow. Optional swivel angle head allows for both vertical and horizontal user adjustment of the shower stream up to 14 degrees. The inlet connection shall be threaded for 3/8" F.I.P.

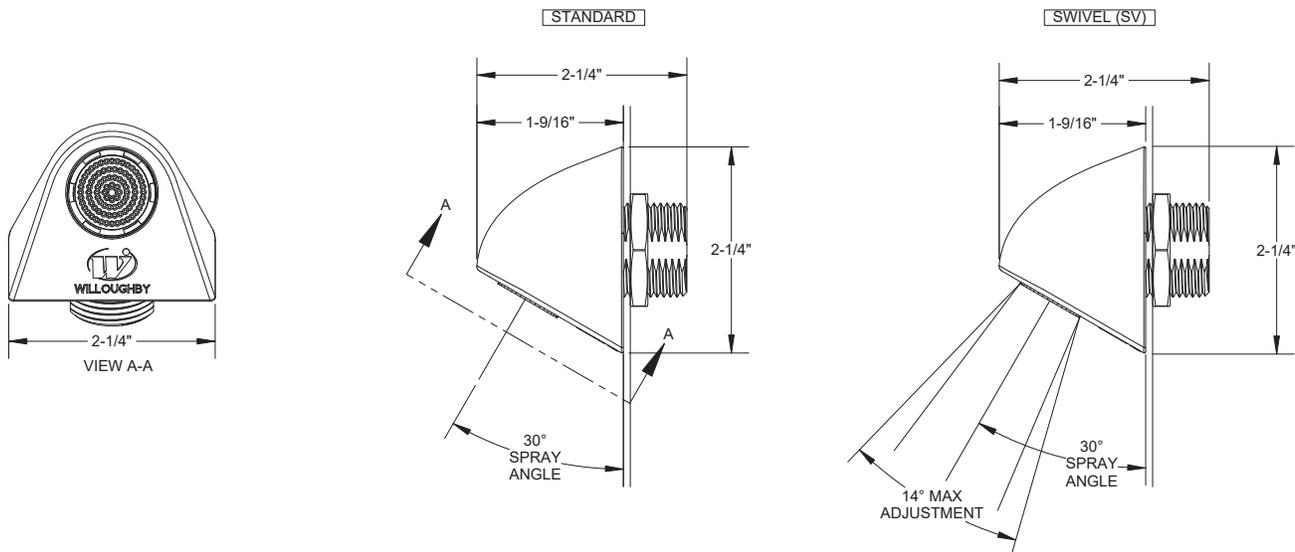
The LRSH features a concealed vandal resistant WaterSense labeled removable insert, the insert can be removed and installed with a specifically designed key tool. The insert provides a non-aerated (laminar flow) soft water stream w/ smart lime cleaning technology. The LRSH has a rounded and tapered design to minimize any potential ligature points, and shall meet the requirements of cNSF@us ASME A112.18.1 / CSA B125.1 U.P. Code and WaterSense Specification for Spray head inserts.

#### Flow Rate:

- 1.5 GPM Flow Rate (WaterSense Labeled Insert) (Standard)
- 2.0 GPM Flow Rate (WaterSense Labeled Insert)

#### Options:

- SV 14 Degree swivel angle head
- FA LRSH With Stainless Steel Front Mounted Plate (For Non Fixture Applications)



#### LIGATURE-RESISTANT DISCLAIMER

This product is designed to minimize ligature points. While every effort has been made to reduce the possibility of ligature points, this product does not eliminate all risks. Ligature-Resistant products by Willoughby Industries are to be used in conjunction with, not as a replacement for, trained professionals.



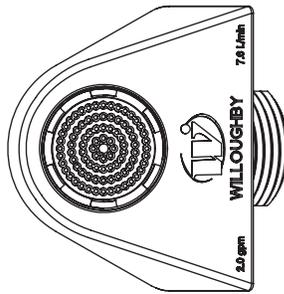
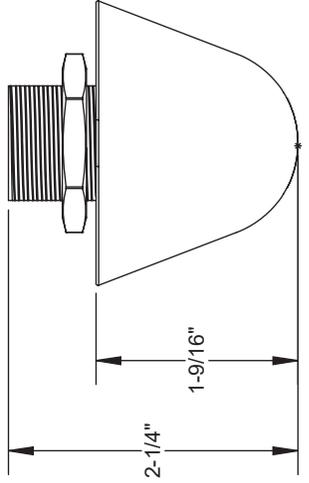
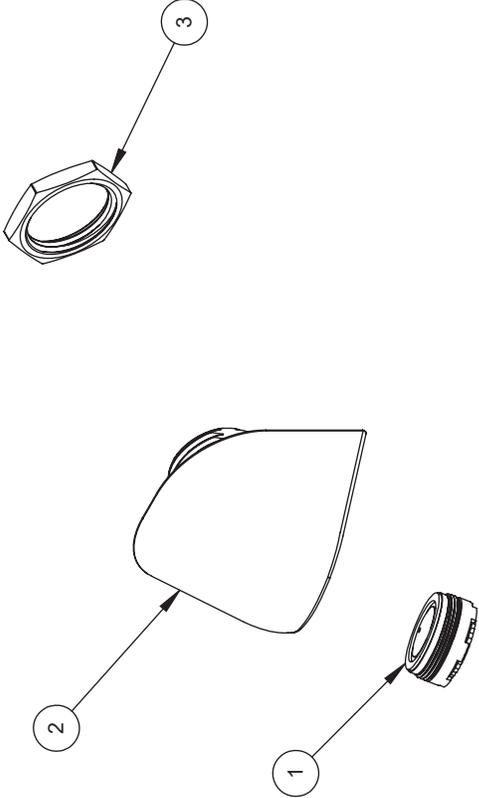
**WARNING:** Cancer and Reproductive Harm

- [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

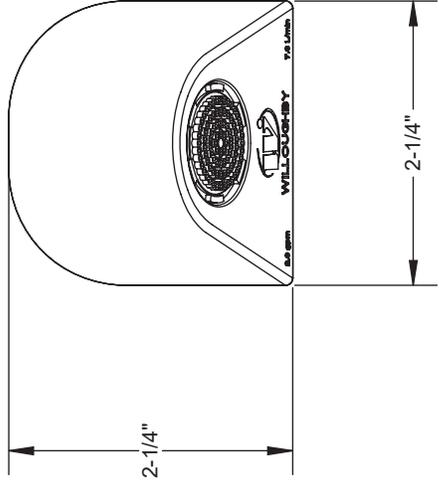
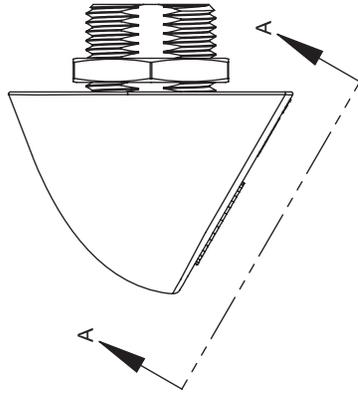


MADE IN THE U.S.A.

visit our website at [www.willoughby-ind.com](http://www.willoughby-ind.com)  
5105 West 78th Street • Indianapolis, IN. 46268  
(317) 875-0830 • Fax: (317) 875-0837 • (800) 428-4065



VIEW A-A



ITEM #	PART #	DESCRIPTION	QTY.
1	320172	SPRAY HEAD, SLIM SPRAY ITR 1.5GPM (GREEN)	1
2	701515	SHOWER HEAD, CAST, LRSH	1
3	600612N	HEXNUT, 3/4"-14 NPSM	1

**Willoughby Industries, Inc.**  
Indianapolis, Indiana

TOLERANCES EXCEPT AS NOTED

2 PLCS: ±0.01  
3 PLCS: ±0.015  
FRACTIONS: 1/32"  
ANGLE: 1°

SCALE: 1:2

MAT'L: A

REF.: 1:2

TITLE/DESC: SHOWER HEAD ASSY, LRSH, 1.5GPM LIG. RESISTANT, WATER SENSE

PART #: 701538A

REVISION ORIG: COR 3/28/23  
REV: A  
COR 3/28/23

STANDARD SHEET: 1 OF 1

WILLOUGHBY



(PS) PIPE SHROUD- DETAIL  
FOR: SURFACE MOUNTED SHOWERS

DRAWING #:

P954073A

TOLERANCE:  
DIMENSIONS ARE +/- 1/4"  
EXCEPT AS NOTED

MATERIAL:  
18 GA. TYPE 304 STAINLESS STEEL  
#3 SATIN FINISH

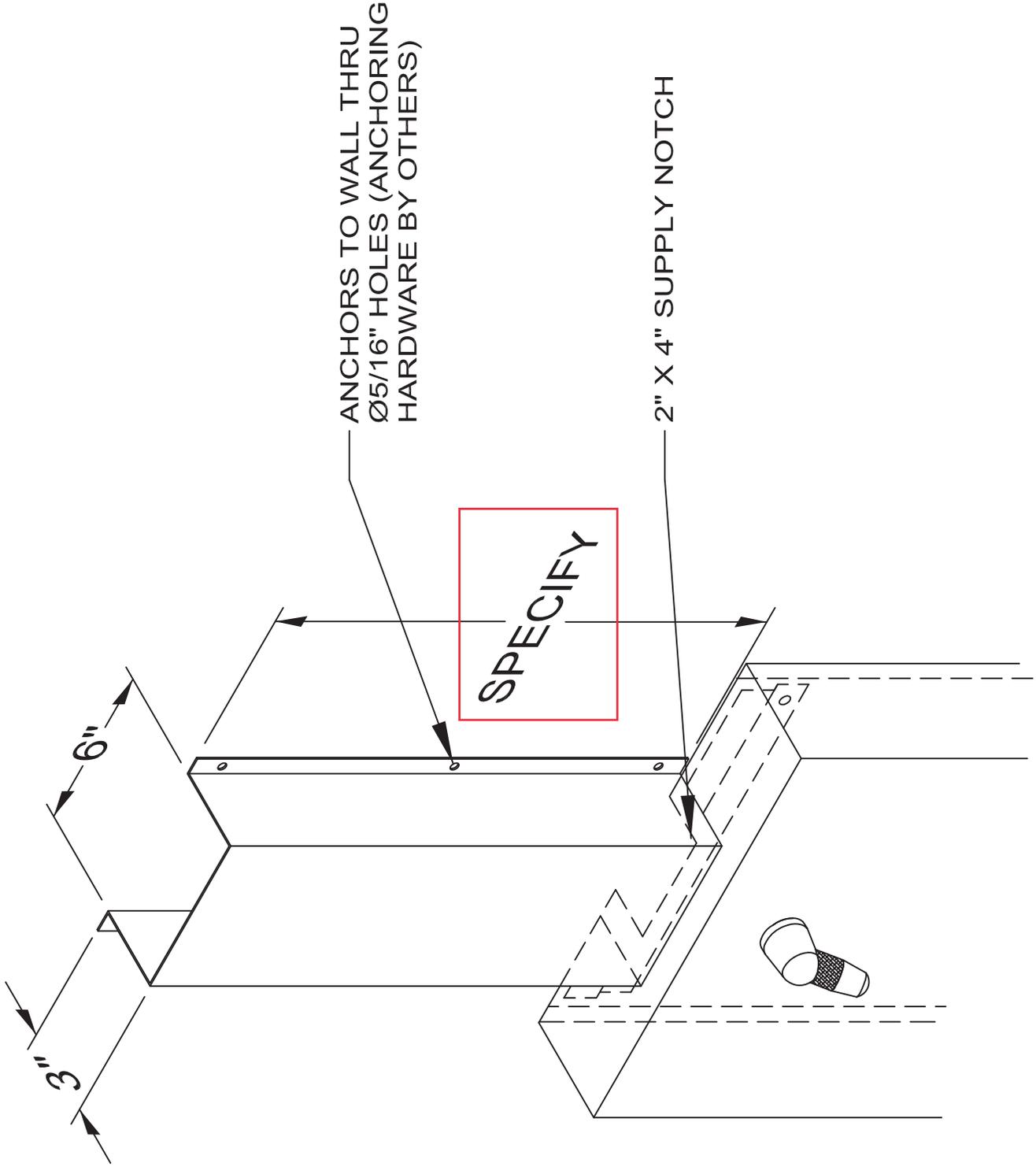
DRAWN BY: ELG  
SCALE: NOT TO SCALE

DATE: 9/12/95

REV: F  
4/25/16

STANDARD DWG.

(IF REQUIRED)





BUILT TO LAST, IN AMERICA



Willoughby plumbing fixtures are manufactured from type 304 certified stainless steel.



## Protect Your Investment

**Avoid contact with mild steel and DO NOT use bleach, any chlorine-based products, or caustic acids on stainless steel fixtures. These products will cause severe damage, including rusting and pitting, and will void the warranty.** The corrosion in the image above is likely the result of contaminants that fell into the fixture during the construction phase of the project. Particles of mild steel that are introduced into the water in the fixture will rust and cause the stainless steel to corrode. The longer the particles remain in the fixture, the more severe the corrosion.

The fixture must be protected during the construction phase and cleaned immediately upon contact with any contaminants. Cleaning the interior of the bowl or sink with a fiber pad (like a 3M Scotchbrite) is recommended. **DO NOT** use mild steel (wool) scouring pads. Some areas which may be deeply pitted can not be restored using this method. It is important to regularly clean the fixtures using a mild detergent and water. **DO NOT** use bleach or any chlorine-based products. **DO NOT** let standing water or organic matter accumulate in the bowl without fixture being in use or **the warranty is void**. Chlorinated water left standing in the bowl for long periods of time will cause surface rusting. For more information, search the web for "Stainless Steel & Rust".



**WILLOUGHBY**

COUNT ON US.

800.428.4065 | [www.willoughby-ind.com](http://www.willoughby-ind.com)



BUILT TO LAST, IN AMERICA

Scotch-Brite®  
cleaning pads

 **Warning:** Cancer and reproductive harm.  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

# Clean and Maintain Your Stainless Investment

Our stainless steel cleaning kit will help you maintain and care for your Willoughby stainless steel plumbing fixtures so they will last a lifetime.

- Easily cleans grime and stains
- Remove scuffs and minor scratches
- Polishes, preserves, and protects your investment!
- **Ordering part number 980181**

## Protect Your Investment

Avoid contact with mild steel and **DO NOT** use bleach, any chlorine-based products, or caustic acids on stainless steel fixtures. These products will cause severe damage, including rusting and pitting, and will void the warranty. The corrosion in the image to the right is likely the result of contaminants that fell into the fixture during the construction phase of the project. Particles of mild steel that are introduced into the water in the fixture will rust and cause the stainless steel to corrode. The longer the particles remain in the fixture, the more severe the corrosion.

The fixture must be protected during the construction phase and cleaned immediately upon contact with any contaminants. Cleaning the interior of the bowl or sink with a fiber pad (like a 3M Scotchbrite) is recommended. **DO NOT** use mild steel (wool) scouring pads. Some areas which may be deeply pitted can not be restored using this method. It is important to regularly clean the fixtures using a mild detergent and water. **DO NOT** use bleach or any chlorine-based products. **DO NOT** let standing water or organic matter accumulate in the bowl without fixture being in use or **the warranty is void**. Chlorinated water left standing in the bowl for long periods of time will cause surface rusting. For more information, search the web for "Stainless Steel and Rust."



# WILLOUGHBY

COUNT ON US.

800.428.4065 | [www.willoughby-ind.com](http://www.willoughby-ind.com)

## **Willoughby Industries, Inc.**

Stainless Steel and Solid Surface  
Plumbing Fixture Products and Accessories



### **CARE AND CLEANING OF WILLOUGHBY STAINLESS STEEL FIXTURES**

STAINLESS STEELS are corrosion resistant and are made from alloys of iron, nickel, and chromium. Stainless steel has a bright surface that is easy to clean and is free from oxides. Therefore, cleaning of stainless steel is relatively simple and easy, if done on a regular basis.

#### CLEANING

Frequency of cleaning should depend on the rate at which the fixture becomes dirty. Remember that fresh (soft) deposits of all kinds are relatively easy to remove, while removing older (hard) deposits are much more difficult. Establish a cleaning SCHEDULE.

Routine cleaning should involve ordinary soap or detergent and water, applied with a sponge, brush or cloth. Baking soda, borax or any of several non-abrasive commercial cleansing agents can help hasten the cleaning action. After scrubbing, rinse THOROUGHLY and wipe dry.

DO NOT use common steel wool, scouring pads, scrapers, wire brushes, files or other steel tools to clean stainless steel. Such items will scratch the surface or leave small particles of iron imbedded in the surface, which will eventually rust and stain the surface--even appearing as if the stainless itself was rusting.

Certain chemical compounds, if used on stainless steel, can give the appearance of rust and if allowed to stand for long periods of time, can pit the surface of even stainless. Products containing hydrochloric acid, muriatic acid or potassium hypochlorite can ruin the surface.

DO NOT use bleach or any chlorine based products to clean stainless steel. Bleach or Chlorine that is left in contact with stainless steel for long periods of time will cause the stainless to appear to be rusting. For more information, perform a web search on "Stainless Steel & Chlorine Rust".

## Willoughby Industries, Inc.

Stainless Steel and Solid Surface  
Plumbing Fixture Products and Accessories



# Does Your Stainless Steel Appear to be Rusting?

**The following is an explanation to the appearance of 'rust-spots' and a few suggestions to help eliminate the problem. Rust stains, on stainless steel, are a visual problem, which we hear about from the field on occasion. We have found that one or more of the following items will have some affect on 304 stainless steel:**

- Iron particles settling in the bowl, caused by grinding or sanding at the job site, in the presence of water or urine in the bowl. This will cause rust on the surfaces of the fixture at and below the bowl water line.
- Cleaning stainless steel using a steel wool pad, which embeds small iron fibers into the surface of the toilet bowl. Never clean using a steel wool pad.
- The use of acidic cleaners to wash down cell walls before painting may cause rust spots to appear.
- Any cleaning agents that contain any of the following ingredients: chlorine, ferric chloride, hydrochloric acid, hydrofluoric acid, chloric acid, mercuric chloride, hydrofluosilicic acid, phosphoric acid, sodium bisulfate, sulfuric acid, sodium chloride, calcium chloride, chlorine gas, copper chloride, flourine, magnesium chloride, muriatic acid, potassium chloride, sodium hypochlorite, calcium hypochlorite, bromine, iodine, silver chloride, stannic chloride, sulpher chloride, or trichloroacetic acid should not be used.
- Re-chlorinated gray water, used in the closet bowls, can cause corrosion on stainless steel due to the high concentrations of chlorine in the water.
- The high salt concentration near costal areas that may accumulate onto fixtures can be a factor on exposed stainless steel.

When cleaning is required, a mild chloride-free detergent, water, and degreaser solution is usually sufficient. Cleaners with abrasives are not appropriate for some finishes. To solve these visual problems we recommend cleaning with Stainless Steel Cleaner-Polish.

### **Directions:**

Just like wood, stainless steel also has a grain. These are the very faint striations that can be found on the surface of your fixture. An entire sheet of stainless steel will have the same grain direction. That said, a fixture will usually have more than one piece of stainless steel incorporated into a complete unit. These other pieces may have a different grain direction, so make sure you are aware of this. Apply a small amount of the cleaner to a Scotchbrite type pad and polish with the grain of the metal (same direction as the grain) to remove the stains. Take a clean soft cloth, apply a small amount of cleaner, and polish to remove residue until clean. Stainless Steel Fixtures still require routine cleaning and maintenance to keep them looking good for years.

# WARNING!

Stainless steel plumbing fixtures may be severely affected by certain job-site materials or conditions. Avoid contact with mild steel and **DO NOT** use bleach, any chlorine-based products, caustic acids, or iodine on stainless steel fixtures. These products will cause severe damage, including rusting and pitting, and will void the fixture warranty. Particles of mild steel that are introduced into the water in the fixture will rust and cause the stainless steel to corrode. The longer the particles remain in the fixture, the more severe the corrosion.

Fixtures must be protected during the construction phase and cleaned immediately upon contact with any contaminants. Cleaning the interior of the bowl or sink with a fiber pad (like a 3M Scotchbrite) is recommended. **DO NOT** use mild steel (wool) scouring pads. Some areas which may be deeply pitted cannot be restored using this method. It is important to regularly clean the fixtures using a mild detergent and water. **DO NOT** use bleach or any chlorine-based products. **DO NOT** let standing water or organic matter accumulate in the bowl without fixture being in use or the warranty is void. Chlorinated water left standing in the bowl for long periods of time will cause surface rusting. For more information, search the web for "Stainless Steel and Rust."



**WILLOUGHBY**

800.428.4065 TOLL FREE | [www.willoughby-ind.com](http://www.willoughby-ind.com)

## **Willoughby Industries, Inc.**

Stainless Steel and Solid Surface  
Plumbing Fixture Products and Accessories



## **WARRANTY**

With respect to goods manufactured by Willoughby, Willoughby warrants the goods to be free from defects in materials and workmanship under normal use and service for one year from the date of shipment; and Willoughby will replace or repair, at its option, any goods which are found defective in material or workmanship within said one-year period from date of shipment upon notification by Buyer identifying each and every defect. Willoughby's obligation with respect to such goods shall be limited to replacement or repair, F.O.B. Indianapolis, Indiana, and in no event shall Willoughby be liable for consequential or special damages, or for transportation, installation, adjustment, replacement or other expenses which may arise in connection with such goods. Any misuse or abuse of the goods voids this limited warranty.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. **ACCEPTANCE.** This order is accepted subject to the following terms and conditions. Conditions stated by buyer in any other communication, prior or subsequent hereto, shall not be binding on Willoughby Industries (hereafter referred to as "Willoughby") if in conflict with or in addition to any of the provisions of these terms and conditions, unless expressly agreed to in writing by Willoughby. Unless otherwise expressed in writing, placement of any order by Buyer or acceptance by Buyer of any goods provided hereunder shall constitute acceptance of the terms and conditions stated herein.
2. **ALTERATION OF TERMS.** Changes in the terms and conditions herein shall not be binding on Willoughby unless made in writing and executed by a duly authorized officer of Willoughby; and any representations given by any sales representative, employee or agent of Willoughby inconsistent with those Terms and Conditions shall not be binding on Willoughby.
3. **PAYMENT.** Upon tender of delivery by Willoughby of goods or merchandise to a carrier for transportation, payment is due from Buyer net 20 days unless otherwise stated. All past due accounts are subject to interest thereon at the rate of 12% per month, and Buyer shall reimburse Willoughby for any costs of collection incurred in collecting any past due sums, including court fees, out-of-pocket expenses, and attorneys' fees.
4. **SHIPMENT, RISK OF LOSS AND INDEMNIFICATION.** Buyer shall accept the goods F.O.B. Willoughby's facility, Indianapolis, Indiana. Method and route of shipment are at Willoughby's discretion, unless Buyer supplies explicit instructions otherwise. Willoughby shall tender delivery of all goods to a carrier for transportation to Buyer's designated shipment destination, but all costs of transportation shall be borne by Buyer (unless specified otherwise on the face hereof), and all risk of loss shall pass to Buyer when the goods are made available to the carrier at Willoughby's facility including all risk of loading and transportation. All claims for loss, damage or delay against the carrier must be made by Buyer.
5. **DELAYS AND DAMAGES.** Willoughby shall endeavor as far as practicable to make deliveries in accordance with this order, but if for any cause Willoughby shall fail to make such deliveries or fail to do so within the time stated in the order, or shall cancel any such orders, Willoughby shall not be liable for any loss or damage resulting from any such failure or delay in delivery or from cancellation of any order or for loss of use or loss of profits.
6. **INSPECTION.** Buyer shall have the right to inspect all goods tendered for delivery at the place of destination before delivery is considered complete.
7. **REJECTION OF NONCONFORMING GOODS.** Any rejection of goods for being nonconforming must be made within ten (10) days after their delivery at the place of destination by immediately notifying Willoughby and confirming in writing the rejection. Such notification shall identify each and every alleged nonconformity of the goods, and describe that portion of the shipment being rejected. Willoughby shall then respond with instructions as to the disposition of the goods. If Buyer shall fail to give such notice or if Buyer uses the goods in any manner inconsistent with the rights of Willoughby, the goods shall be deemed to conform with the terms of the contract, and Buyer shall be bound to accept and pay for the goods in accordance with the terms hereof.
8. **CANCELLATION.** An order accepted by Willoughby may be cancelled by Buyer only upon the written approval of Willoughby and upon terms that indemnify Willoughby against loss.
9. **NO WARRANTY AS TO RESALE ITEMS.** With respect to resale items not manufactured by Willoughby. WILLOUGHBY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH RESALE ITEMS OR FOR CONSEQUENTIAL DAMAGES. The Buyer's sole warranty shall be given by the original manufacturer of said resale items.
10. **LIMITED WARRANTY AND LIMITATION OF REMEDY AND DAMAGES FOR GOODS MANUFACTURED BY WILLOUGHBY.** With respect to goods manufactured by Willoughby, Willoughby warrants the goods to be free from defects in materials and workmanship under normal use and service for one year from the date of shipment; and Willoughby will replace or repair, at its option, any goods which are found defective in material or workmanship within said one-year period from date of shipment upon notification by Buyer identifying each and every defect. Willoughby's obligation with respect to such goods shall be limited to replacement or repair. F.O.B. Indianapolis, Indiana and in no event shall Willoughby be liable for consequential or special damages, or for transportation, installation, adjustment, replacement or other expenses which may arise in connection with such goods. Any misuse or abuse of the goods voids this limited warranty. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. **INDEMNIFICATION.** Buyer shall indemnify and hold harmless Willoughby and its agents from any claims, damages or expenses, including reasonable attorneys' fees, arising or alleged to arise in whole or in part from (1) any asserted deficiencies or defects in the goods caused by any alteration thereof made by Buyer with or without Willoughby's consent or any improper handling or storage by Buyer, (2) any breach of any terms stated herein, or (3) any act or omission of Buyer, irrespective of whether or not such claim, damage or expense is caused or alleged to be caused, in part by Willoughby's joint, several or comparative, but not sole negligence, breach of contract or warranty, or any other breach of duty of Willoughby, whether asserted under a strict or other product liability theory or any other legal theory.
12. **NON-PERFORMANCE.** Neither party hereto shall be liable to the other for failure to perform its obligations hereunder, in whole or in part, when performance is prevented by flood, drought, fire or any other casualty, war, riot, insurrection, acts of God, restrictions or interferences by any government or governmental agency, strike, work stoppage or slowdown, and any causes beyond the control of the party so failing to perform.
13. **ARBITRATION.** Any claim or controversy arising out of or relating to this agreement shall be settled finally and exclusively before a single arbitrator in Indianapolis, Indiana, under the Uniform Arbitration Act. In Code § 34-4-2-1, the Federal Arbitration Act. 9 U.S.C. § 1, and the auspices of the American Arbitration Association. All costs and expenses of the arbitration, including actual attorneys' fees, shall be allocated among the parties according to the arbitrator's discretion. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding. Any and all actions which may be brought in court for any claim or controversy arising under this agreement shall be filed and maintained only in a state or federal court of appropriate jurisdiction sitting in the State of Indiana.
14. **SEVERABILITY.** In the event that any provision of these Terms and Condition shall be found to be invalid or unenforceable, the remaining portions of these Terms and Conditions shall remain in full force and effect as if the invalid or unenforceable portion were not a part hereof. Should the severance of any portion of these Terms and Conditions affect a material right or obligation of a party, the party so affected may terminate this agreement.
15. **NO WAIVER.** The failure to enforce at any time any of the provisions, rights or elections provided in these Terms and Conditions, irrespective of any previous action or proceeding taken by it, shall in no way be considered (i) a waiver of those or any other provisions, right or elections (ii) to affect the validity of this Agreement, or (iii) to preclude or prejudice the exercise of the same or any other provision, right or election it may have hereunder.
16. **CONTRACT.** This order and these Terms and Conditions shall be a contract made and entered into in the State of Indiana and shall be governed by the laws of the State of Indiana; notwithstanding any state's choice of law rules to the contrary.

STATE OF WEST VIRGINIA  
**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 § 15A-3-14, 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: Boxwood Sales LLC

Authorized Signature: *Yasha B. Men* Date: 1/3/2024

State of Virginia

County of Smyth, to-wit:

Taken, subscribed, and sworn to before me this 3 day of January, 2024.

My Commission expires 10-31, 2025

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

*Heather L. Henderson*

**REQUEST FOR QUOTATION**  
**ARFQ 0608 DCR240000070**  
**Concealed Push Button Shower Panels or Equal**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security – Division of Administrative Services is soliciting bids on behalf of the WV Division of Corrections & Rehabilitation - Huttonsville Correctional Center & Jail to establish a contract for the one-time purchase of one hundred ten (110) Concealed Push Button Shower Panels.
  
- 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 Items”** means the list of items identified in Section 3.1 below and on the Pricing Page.
  
  - 2.2 “Pricing Page”** 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 WV Division of Administrative Services.
  
  - 2.4 “ADA”** means the Americans with Disabilities Act.
  
  - 2.5 “Agency”** means WV Division of Corrections & Rehabilitation - Huttonsville Correctional Center and Jail (HCC&J).
  
- 3. MANDATORY REQUIREMENTS:**
  - 3.1 Mandatory Contract Services Requirements and Deliverables:** Contract Items must meet or exceed the mandatory requirements listed below.
    - 3.1.1 Vendor must provide a quantity of One Hundred-ten (110) Model # SLSHVC-355-SPK - Concealed Push Button Shower Panels or Equal.**
      - 3.1.1.1** Concealed Push Button Shower panel must have a metering push button valve.
  
      - 3.1.1.2** Concealed Push Button Shower panel must be constructed of solid brass.
  
      - 3.1.1.3** Concealed Push Button Shower panel must have a stainless-steel finish.
  
      - 3.1.1.4** Concealed Push Button Shower panel must be ADA Approved.
  
      - 3.1.1.5** Concealed Push Button Shower panel must have a male pipe thread.

**REQUEST FOR QUOTATION**  
**ARFQ 0608 DCR240000070**  
**Concealed Push Button Shower Panels or Equal**

---

- 3.1.1.6** Concealed Push Button Shower panel must have one-half (1/2") parallel (straight) thread connection.
- 3.1.1.7** Concealed Push Button Shower panel must not have a water flow limiter.
- 3.1.1.8** Concealed Push Button Shower panel must be at a minimum of three-one half (3.50") inches in width and must not exceed four (4") inches in width.
- 3.1.1.9** Concealed Push Button Shower panel must be at a minimum of forty-one (41") inches in length and must not exceed forty-five (45") inches in length.
- 3.1.1.10** Concealed Push Button Shower panel must be at a minimum of two-three quarters (2.75") inches in depth and must not exceed three-one half (3.5") inches in depth.
- 3.1.1.11** Concealed Push Button Shower panel must have an adjustable run time adjustment with a minimum of three (3) seconds to a maximum of forty (40) seconds per push.
- 3.1.1.12** Concealed Push Button Shower panel must include at a minimum of self-closing valve, metering shower valve cartridge, and a anti-vandal shower head.
- 3.1.1.13** Concealed Push Button Shower panel must have at a minimum of a fifteen-year (15) warranty.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Item list above and on Exhibit A – Pricing Page. 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 Page.

**REQUEST FOR QUOTATION**  
**ARFQ 0608 DCR240000070**  
**Concealed Push Button Shower Panels or Equal**

---

**4.2 Pricing Page:** Vendor must complete the Pricing Page by entering the unit price. Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

Any product or services not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Pricing Page will lead to disqualification of Vendor's bid.

Vendor should type or electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: [Herbert.M.Skeens@wv.gov](mailto:Herbert.M.Skeens@wv.gov).

**5. ORDERING AND PAYMENT:**

**5.1. Ordering:** Vendor shall accept orders through wvOasis, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**5.3. Late Delivery:** Vendor shall deliver standard orders within thirty (30) working days for delivery after Agency orders are received. Vendor shall deliver emergency orders within fifteen (15) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

**5.5. 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

**REQUEST FOR QUOTATION**  
**ARFQ 0608 DCR240000070**  
**Concealed Push Button Shower Panels or Equal**

---

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 full credit or refund for the purchase price, at the Agency's discretion.

- 5.6. 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.

**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 Agency 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 Substitution:** 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 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.

**REQUEST FOR QUOTATION**  
**ARFQ 0608 DCR240000070**  
**Concealed Push Button Shower Panels or Equal**

---

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

<b>Contract Manager:</b>	<a href="#">Leslie Brewer</a>
<b>Telephone Number:</b>	<a href="#">276-285-0195</a>
<b>Fax Number:</b>	
<b>Email Address:</b>	<a href="mailto:boxwoodsalesllc@gmail.com">boxwoodsalesllc@gmail.com</a>

## 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.

**2A. 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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

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.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

**3A. BID SUBMISSION**

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 Agency.

SEALED BID: \_\_\_\_\_  
BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

**6. 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. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. **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.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

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

10. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, 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.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

13. **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, Freedom of Information Act in 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 Division of Administrative Services.
  - 2.5. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
  - 2.7. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "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 the date indicated on the awarded contract and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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 \_\_\_\_\_ 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.

**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 and Agency.

**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, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

**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 Agency 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 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.

7. **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: \_\_\_\_\_ 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.

**8. 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.

**9. 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

**10. 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.

**11. 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.

**12. 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.

**13. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**14. 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.

**15. 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.

**16. 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.

**17. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

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

**19. 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.

**20. 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. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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 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.

**25. 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 and any other government agency or office that may be required to approve such assignments.

**26. 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.

**27. 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.

**28. 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>

**29. 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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

**30. LICENSING:** In accordance with applicable law, 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 Agency to verify that the Vendor is licensed and in good standing with the above entities. 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.

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.

**32. 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.

**33. 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.

**34. 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.

**35. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code, 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 Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**36. 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.

**37. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency.

**38. 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.

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

**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.**

---

(Name, Title)

---

(Printed Name and Title)

---

(Address)

---

(Phone Number) / (Fax Number)

---

(E-mail 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.

---

(Company)

---

(Authorized Signature) (Representative Name, Title)

---

(Printed Name and Title of Authorized Representative)

---

(Date)

---

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:**

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 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized      Signature

\_\_\_\_\_  
Date

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