



State of West Virginia Department of  
Homeland Security Division of  
Administrative Services  
1124 Smith Street  
Charleston, WV 25301  
(304) 558-2350



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## **Additional Instructions to Vendors Submitting Bids**

**Bid Submission Deadline:** Monday, April 22, 2024, at 10:30 AM EST.

If submitting a bid via mail or hand delivery, please deliver to:

West Virginia Department of Homeland Security  
Division of Administrative Services  
Attn: John Caldwell Reference: ARFQ DCR24\*101  
1124 Smith Street, 2<sup>nd</sup> Floor, Suite 2100  
Charleston, WV 25301

### **Bid Opening Date and Time:**

Bid Opening will be on Monday, April 22, 2024, at 11:00 AM EST.

### **Location:**

West Virginia Department of Homeland Security  
Division of Administrative Services  
1124 Smith Street, 2<sup>nd</sup> Floor, Suite 2100  
Charleston, WV 25301

## 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:	YES
BUYER:	John Caldwell - Procurement Specialist Senior - John.S.Caldwell@wv.gov
SOLICITATION NO.:	ARFQ - DCR2400000101
BID OPENING DATE:	04/22/2024
BID OPENING TIME:	10:30 AM
FAX NUMBER:	304-558-1426

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.

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ARFQ DCR2400000101  
Correctional Kitchen Supplies

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security - Division of Administrative Services (WVDAS) is soliciting bids on behalf of West Virginia Division of Corrections and Rehabilitation (WVDCR) to establish an open-end catalog contract for Correctional Kitchen Supplies. The Contract awarded from this Solicitation shall cover all Items from Vendor's Catalog. The items listed in the market basket are samplings for bid evaluation purposes. The successful Vendor shall provide all catalog items to Agency at a discount. Items are to be ordered by and delivered to each of the facilities listed on Exhibit B.
  
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 **"Agency"** means the agency of the State of West Virginia that is identified on the first page of this solicitation or any other public exempt from purchasing entity seeking to procure goods or services under this contract.
  - 2.2 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  - 2.3 **"Catalog Price"** means the lowest price listed for a Catalog Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  - 2.4 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Catalog Items in a given product category.
  - 2.5 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Catalog Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
  - 2.6 **"Discounted Unit Price"** means the discounted price of one Unit of a Catalog Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
  - 2.7 **"Pricing Page"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

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- 2.8 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.
- 2.9 **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.10 **“Unit”** means the smallest measurable amount of a Catalog Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 **“Unit Price”** means the price of an individual unit of a Catalog Item as shown on the Pricing Page.
- 2.12 **“Units Provided for Catalog Price”** means the total number of units of a Catalog Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)
- 2.13 **“Catalog Item”** means any item contained in Vendor’s catalog that Vendor can and will sell to the State under this Contract and includes generally Correctional Kitchen Supplies.

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**3. CONTRACT ITEMS AND MANDATORIEY REQUIREMENTS:**

- 3.1. Vendor Qualifications:** Vendor or Vendor's staff shall meet the following minimum qualifications:
- 3.1.1** Vendor shall maintain a supply of, and access to adequate inventories of complete product lines as identified and contained in these specifications for all product categories listed herein.
  - 3.1.2** Vendor shall maintain a distribution network for processing and shipping of large number of orders to all the WVDCR owned and/or operated facilities as contained in attached Exhibit B.
  - 3.1.3** Vendor shall provide contract items to all locations/facilities identified on Exhibit B in a timely and efficient manner. WVDCR reserves the right to add or remove locations/facilities as necessary and Vendor shall provide Catalog Items to any new location/facilities added by WVDCR.
  - 3.1.4** Vendor shall provide timely communication and responses to all matters related to contract administration, issue resolution and actively work to resolve any identified problems to the satisfaction of facility management.
  - 3.1.5** No previously used, refurbished, or remanufactured equipment will be accepted.
  - 3.1.6** Catalog Items must be the same as the items listed in the market basket pricing page.
  - 3.1.7** Catalog Items must be Listed in a current Kitchen Supply Catalog(s) that meets the requirements of this RFQ.

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**3.2. CONTRACT ITEMS:**

**Mandatory Catalog Item Requirements:** Catalog Items must meet or exceed the mandatory requirements listed below.

**3.2.1 Dinnerware**

**3.2.1.1 Flex Trays**

- 3.2.1.1.1** Flex Trays shall be available in 4 compartments.
- 3.2.1.1.2** Flex Trays shall be available in non-insulated and insulated.
- 3.2.1.1.3** Flex Trays shall be made of Co-polymer plastic.
- 3.2.1.1.4** Flex Trays shall be one-piece construction with no seams.
- 3.2.1.1.5** Flex Trays must be available in Brown.

**3.2.1.2 Flex Trays with Lids**

- 3.2.1.2.1** Flex Trays with lids shall be available in 4 compartments.
- 3.2.1.2.2** Flex Trays with lids shall be available in non-insulated and insulated.
- 3.2.1.2.3** Flex Trays with lids shall be made of Co-polymer plastic.
- 3.2.1.2.4** Flex Trays with lids shall be one-piece construction with no seams.
- 3.2.1.2.5** Flex Trays with lids must be available in Brown.

**3.2.1.3 Stacking Bowls**

- 3.2.1.3.1** Stacking bowls shall be available in 8 ounces.
- 3.2.1.3.2** Stacking bowls shall be non-insulated.
- 3.2.1.3.3** Stacking bowls shall be made of co-polymer plastic.
- 3.2.1.3.4** Stacking bowls shall be available in Brown.

**3.2.1.4 Sporks**

- 3.2.1.4.1** Sporks shall be made of Lightweight polymer plastic.
- 3.2.1.4.2** Sporks shall be available in Brown and Orange.
- 3.2.1.4.3** Sporks shall be full size.
- 3.2.1.4.4** Sporks shall be chip, shatter, rust resistant, and unbreakable.
- 3.2.1.4.5** Sporks shall be dishwasher safe.



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**3.2.1.5 Tableware Spoons**

- 3.2.1.5.1** Spoons shall be made of Lightweight polymer plastic.
- 3.2.1.5.2** Spoons shall be available in Brown and Orange.
- 3.2.1.5.3** Spoons shall be full size.
- 3.2.1.5.4** Spoons shall be chip, shatter, rust resistant, and unbreakable.
- 3.2.1.5.5** Spoons shall be dishwasher safe.

**3.2.2 Cookware**

**3.2.2.1 Stockpots**

- 3.2.2.1.1** Stockpots shall include 16-quart.
- 3.2.2.1.2** Stockpots shall be made of stainless-steel material with 5mm thick aluminum core.
- 3.2.2.1.3** Stockpots shall come with a stainless-steel lid of matching size.

**3.2.2.2 Saucepans**

- 3.2.2.2.1** Saucepans shall be available in 4 quarts.
- 3.2.2.2.2** Saucepans shall be made of premium stainless steel.
- 3.2.2.2.3** Saucepans shall come with lid.
- 3.2.2.2.4** Saucepan shall have a 5mm thick aluminum core for even heat.

**3.2.3 Serving Utensils**

**3.2.3.1 Servers**

- 3.2.3.1.1** Servers must come in 4 ounces.
- 3.2.3.1.2** Servers must come in solid and perforated round.
- 3.2.3.1.3** Servers must be dishwasher safe.
- 3.2.3.1.4** Servers must be made of one-piece co polymer materials. No seams or cracks.
- 3.2.3.1.5** Servers must have the capacity easily readable on the handle.
- 3.2.3.1.6** Servers must be rated for temperatures of a minimum of 190 degrees Fahrenheit.

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**3.2.3.2 Serving Spoons**

- 3.2.3.2.1 Spoons must be available in 9".
- 3.2.3.2.2 Spoons must come in solid and perforated round.
- 3.2.3.2.3 Spoons must be dishwasher safe.
- 3.2.3.2.4 Spoons must be made of 1.2 mm gauge stainless steel.

**3.2.3.3 Ladles**

- 3.2.3.3.1 Ladles must be 12 ounces.
- 3.2.3.3.2 Ladles must be made of 18-8 stainless steel materials.
- 3.2.3.3.3 Ladles must be one-piece construction. There shall be no rivets, cracks, or crevices.
- 3.2.3.3.4 Ladles must be dishwasher safe.

**3.2.3.4 Food Scoops**

- 3.2.3.4.1 Food Scoops must come 12-ounce.
- 3.2.3.4.2 Food Scoops must be available in both Stainless Steel and Polycarbonate materials.
- 3.2.3.4.3 Food Scoops must be dishwasher safe.

**3.2.4 Cooking Utensils**

**3.2.4.1 Kettle Paddles**

- 3.2.4.1.1 Kettle Paddles shall come in 60".
- 3.2.4.1.2 Kettle Paddles shall be made of 11-gauge handle and 12-gauge paddle head stainless steel.
- 3.2.4.1.3 Kettle Paddles shall have measurement markings at 1" intervals.

**3.2.4.2 Kettle Strainers**

- 3.2.4.2.1 Kettles Strainers shall be made of Stainless steel.
- 3.2.4.2.2 Kettle Strainers shall have 3/16" holes.
- 3.2.4.2.3 Kettle Strainers shall be a minimum of 9" overall diameter.

**3.2.4.3 Kettle Valve Brush**

- 3.2.4.3.1 Kettle Valve Brush must be 1 3/8" in diameter.
- 3.2.4.3.2 Kettle Valve Brush must have stiff polyester bristles.
- 3.2.4.3.3 Kettle Valve Brush must have coil brush design.

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**3.2.4.4 Tongs**

- 3.2.4.4.1** Tongs shall come in 12 Inches.
- 3.2.4.4.2** Tongs must be made of 1.0mm stainless steel.
- 3.2.4.4.3** Tongs shall be dishwasher safe.

**3.2.4.5 Turners**

- 3.2.4.5.1** Turners must be 8"X 3".
- 3.2.4.5.2** Turners must be available in solid or perforates/slotted.
- 3.2.4.5.3** Turners must be made of heavy-duty metal with a silicone handle. Handle must be a security orange.

**3.2.5 Measuring Items**

**3.2.5.1 Thermometer**

- 3.2.5.1.1** Thermometer must be for Refrigerator and Freezer.
- 3.2.5.1.2** Thermometer must be hangable.
- 3.2.5.1.3** Thermometer must be digital read out.
- 3.2.5.1.4** Thermometer must have a minimum of 1" Screen.
- 3.2.5.1.5** Thermometer must have a Temperature range of -4 degree to 140-degree Fahrenheit.

**3.2.5.2 Dishers**

- 3.2.5.2.1** Dishers must be 8-ounces.
- 3.2.5.2.2** Dishers must have a stainless-steel bowl and components.
- 3.2.5.2.3** Dishers must be dishwasher safe.

**3.2.5.3 Measuring Cups**

- 3.2.5.3.1** Measuring cups shall be nesting and come in ¼, 1/3, ½, and 1 cup.
- 3.2.5.3.2** Measuring cups shall come in Stainless steel.
- 3.2.5.3.3** Measuring cups shall be dishwasher safe.

**3.2.5.4 1 Gallon Urn Cup**

- 3.2.5.4.1** Urn Cup must come in graduate quarts.
- 3.2.5.4.2** Urn Cup shall come in 18-8 Stainless.
- 3.2.5.4.3** Measuring cups shall be dishwasher safe.

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**3.2.5.5 Baker's Measure**

- 3.2.5.5.1** Bakers Measure must be 4 quarts.
- 3.2.5.5.2** Bakers Measure must be made of lightweight aluminum.
- 3.2.5.5.3** Bakers Measure shall be dishwasher safe.

**3.2.5.6 Scales**

- 3.2.5.6.1** Scales shall be 32-ounce X 1 ounce.
- 3.2.5.6.2** Scales shall have a minimum of a 9" X 9" stainless steel Platform.
- 3.2.5.6.3** Scales shall have a Shatterproof lens.

**3.2.6 Pans**

**3.2.6.1 Sheet Pans**

- 3.2.6.1.1** Sheet Pans must be Full Size.
- 3.2.6.1.2** Sheet Pans must be made of 12-gauge Aluminum.
- 3.2.6.1.3** Sheet Pans shall be dishwasher safe.

**3.2.6.2 Steam Table Pans**

- 3.2.6.2.1** Steam Table Pans must be Full Size.
- 3.2.6.2.2** Steam table Pans must be made of 18-8 Stainless Steel.
- 3.2.6.2.3** Steam Table Pans must be a minimum of 6" deep.
- 3.2.6.2.4** Steam Table Pans shall be dishwasher safe.

**3.2.6.3 Steam Table Lids**

- 3.2.6.3.1** Steam Table Lids must be Full Size.
- 3.2.6.3.2** Steam Table Lids must be made of 18-8 Stainless Steel.
- 3.2.6.3.3** Steam Table lids shall be dishwasher safe.

**3.2.7 Beverages**

**3.2.7.1 Beverage Dispenser**

- 3.2.7.1.1** Beverage Dispenser must be available with a 5-gallon capacity.
- 3.2.7.1.2** Beverage Dispenser must be made of polyethylene shell with polyurethane insulation.
- 3.2.7.1.3** Beverage Dispenser must be available in black and brown.
- 3.2.7.1.4** Beverage Dispenser must have a white FDA grade

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inner liner that is stain resistant.

**3.2.7.1.5** Beverage Dispenser must have replaceable spigots.

**3.2.7.1.6** Beverage Dispenser must have reinforced handles.

**3.2.7.2 Beverage Cooler**

**3.2.7.2.1** Beverage Cooler must be 5-gallon capacity.

**3.2.7.2.2** Beverage Cooler must have Ultratherm Insulation on the inside.

**3.2.7.3 Replacement Spigots for Beverage Coolers**

**3.2.7.3.1** Replacement Spigots for Beverage Coolers must be for 5-gallon.

**3.2.7.3.2** Replacement Spigots for Beverage Coolers must be compatible for the above-mentioned Beverage Coolers.

**3.2.8 Knives**

**3.2.8.1 10" Chef Knife**

**3.2.8.1** Chef's Knife must be 10" long.

**3.2.8.2** Chef's Knife must be made of Stainless steel with a polypropylene handle.

**3.2.8.3** Chef's Knife must be dishwasher safe.

**3.2.8.2 Culinary 6" Boning Knife**

**3.2.8.2.1** Boning Knife must be 6" long.

**3.2.8.2.2** Boning Knife must be made of Stainless steel with a polypropylene handle.

**3.2.8.2.3** Boning Knife must be dishwasher safe.

**3.2.8.3 8" Chef's Knife**

**3.2.8.3.1** Chef's Knife must be 8" long.

**3.2.8.3.2** Chef's Knife must be made of Stainless steel with a polypropylene handle.

**3.2.8.3.3** Chef's Knife must be dishwasher safe.

**3.2.8.4 10" Bread Knife**

**3.2.8.4.1** Bread Knife must be 10" long.

**3.2.8.4.2** Bread Knife must be made of Stainless steel with a polypropylene handle.

**3.2.8.4.3** Bread Knife must be dishwasher safe.

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**3.2.8.5 6" Utility Knife**

**3.2.8.5.1** Utility Knife must be 6" long.

**3.2.8.5.2** Utility Knife must be made of Stainless steel with a polypropylene handle.

**3.2.8.5.3** Utility Knife must be dishwasher safe.

**3.2.8.6 7" Culinary Knife**

**3.2.8.6.1** Culinary Knife must be 7" long.

**3.2.8.6.2** Culinary Knife must be made of Stainless steel with a polypropylene handle.

**3.2.8.6.3** Culinary Knife must be dishwasher safe.

**3.2.9 Miscellaneous Items**

**3.2.9.1 Dishrack**

**3.2.9.1.1** Dishrack Combination must be made of Polypropylene.

**3.2.9.1.2** Dishrack Combination must be open bowl rack.

**3.2.9.1.3** Dishrack Combination must be 3.2" Inside Height X 4" outside Height

**3.2.9.1.4** Dishrack Combination must be NSF listed.

**3.2.9.2 Wash rack Inserts.**

**3.2.9.2.1** Wash rack Insert must be made of Polypropylene.

**3.2.9.2.2** Wash rack Insert must be compatible with the above-mentioned Dishrack.

**3.2.9.3 Oven Mitts**

**3.2.9.3.1** Oven mitts shall be available in 15" and 17".

**3.2.9.3.2** Oven mitts shall be made of Treated 100% Cotton Construction.

**3.2.9.3.3** Oven Mitts shall protect up to 400-degree Fahrenheit.

**3.2.9.4 Dishwashing Gloves**

**3.2.9.4.1** Dishwashing Gloves shall be available 17".

**3.2.9.4.2** Dishwashing Gloves shall be Jersey Lined and coated with Neoprene Rubber.

**3.2.9.4.3** Dishwashing Gloves shall protect up to 350-degrees Fahrenheit.

**3.2.9.4.4** Dishwashing Gloves shall be one-piece construction.

**3.2.9.4.5** Shall be heat resistant and liquid proof.

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**3.2.9.5 Food Storage Containers**

- 3.2.9.5.1** Food Storage Containers must be 2 Quarts.
- 3.2.9.5.2** Food Storage Containers must be Clear/see through containers made of polycarbonate materials.
- 3.2.9.5.3** Food Storage Containers must be able to withstand temperature from -40 degree to 212-degree Fahrenheit.
- 3.2.9.5.4** Food Storage containers must be dishwasher safe.

**3.2.9.6 Cutting Boards**

- 3.2.9.6.1** Cutting Board must be 9" X 12"x 3/8" – white.
- 3.2.9.6.2** Cutting Board must be made of co-polymer plastic.
- 3.2.9.6.3** Cutting Board must be dishwasher safe.

**3.2.9.7 Commercial Grade Microwaves**

- 3.2.9.7.1** Microwave shall be stainless steel materials.
- 3.2.9.7.2** Microwave shall be 120v and a minimum of 1000 watts.
- 3.2.9.7.3** Microwave shall have a maximum of 8-minute timer.
- 3.2.9.7.4** Microwave shall be Commercial grade.
- 3.2.9.7.5** Microwave Oven Capacity shall be a minimum of .8 cubic feet.

**3.3** Vendor must consistently provide all items identified within the contract. On the occasion when a product is not available, the Vendor shall immediately notify the ordering facility so that an adjustment may be made, or an alternate product considered prior to delivery.

**3.4** Quality assurance: Vendor shall collaborate with the ordering facilities to review and improve contract performance.

**3.5.1** Vendor shall ensure that all products must be able to be opened without difficulty and agrees that damaged, dented, or misshaped products will not be considered acceptable. Additionally, no product will be accepted if the manufacturer's seal has been tampered with or broken. Vendor shall ensure that any shipment containing such defective merchandise must be replaced and credit issued to the ordering facilities account. This removal and replacement shall be done in a timely manner.

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**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

- 4.1 Contract Award:** This Contract is intended to provide WVDCR with a discounted price on all Catalog Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Catalog Items listed on the Pricing Page. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in category for each item in the Catalog. The resulting Discounted Price shall be the price Agencies pay for purchases of that Catalog Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each category in the Catalog.

The Discount Percentage and subsequent Discounted Price derived from that discount must consider any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Pricing Page by filling in any blank spaces with the information requested. The information requested on the Pricing Page for each frequently purchased Catalog Item includes the Vendor's Catalog Item manufacturer, the manufacturer's number for each Catalog Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor shall also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Page in their entirety will result in Vendor's bid being disqualified.

The Pricing Page contains a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.



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**5. Catalog:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. At the request of the Agency, the Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog will be used by Agencies to order Catalog Items under this Contract.

Vendor should identify all items listed on the Pricing Page by circling or highlighting those items in their Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing.

- 5.2 Catalog Modification.** The DAS Purchasing Unit may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the DAS Purchasing Unit. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Catalog Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Catalog Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Catalog Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog.

- 5.3 Consumer Price Index (CPI) -** Contract shall be for a base period of one (1) year, with four (4) one (1) year renewal options. Automatic renewals are prohibited. Vendor and Agency must mutually agree in writing to the renewal of said contract. There shall be no contract price increases within the first twelve (12) months from the date of the award of the contract.

After the expiration of the initial twelve (12) contract month period. The Vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing. Said price adjustment will be evaluated based on the prior year Consumer Price Index (CPI) compared to the current year CPI, or 3%, whichever is less. All price adjustments must be approved by the Agency prior to implementation, at Agency's sole discretion. Approval of price adjustments is not guaranteed. Agency will issue a Change Order to said contract for any approved price adjustment(s).

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**5.4 Piggyback** - The WVDCR reserves the right to extend the terms, conditions, and prices of this contract to other Agencies/Institutions who express an interest in piggybacking on this contract. Each of the piggyback Agencies/Institutions will issue their own purchasing documents for the goods/services. Vendor agrees that DCR shall bear no responsibility or liability for any agreements between Vendor and the other Agency/Institutions who desire to exercise this option.

**5.5 Confidentiality Policies and Information Security Accountability:**

Vendor agrees to adhere to the Confidentiality Policies and Information Security Accountability Requirements Which can be found at:  
<https://www.state.wv.us/admin/purchase/privacy/> At the Agencies discretion, the Agency can require the Vendor and its employees to execute the Confidentiality Agreement.

**6. ORDERING AND PAYMENT:**

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

Vendor shall provide DAS with access to its internet ordering portal/website, if one will be used under this Contract, to allow DAS to ensure that the requirements of this Contract are being met.

**6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

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**7. DELIVERY AND RETURN:**

**7.1 Delivery Time and Place:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within ten (10) 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. Catalog Items must be delivered to Agency throughout the State of West Virginia. Please see Attachment B.

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

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

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

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

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

**8. VENDOR DEFAULT:**

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

**8.1.1** Failure to provide Catalog Items in accordance with the requirements contained herein.

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

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

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

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

**8.2.1** Immediate cancellation of the Contract.

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

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

**9. MISCELLANEOUS:**

**9.1 No Substitutions:** Vendor shall supply only Catalog Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by DAS as described above. Vendor shall not supply substitute items.

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- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Catalog Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Catalog Items contained in its bid response.
- 9.3 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.
- 9.4 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>	Julie Smith
<b>Telephone Number:</b>	800-848-8160
<b>Fax Number:</b>	877-632-6344
<b>Email Address:</b>	jzsales@joneszylon.com

Exhibit B - Pricing Page  
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Markup Percentage Category Section		
Category Section	Catalog Item Section	Vendor Percentage Discount
3.2.1	Catalog Section # 1 - Dinnerware	50.00%
3.2.2	Catalog Section # 2 -Cookware	0.00%
3.2.3	Catalog Section # 3 - Serving Utensils	0.00%
3.2.4	Catalog Section # 4 - Cooking Utensils	0.00%
3.2.5	Catalog Section # 5 - Measuring Items	0.00%
3.2.6	Catalog Section # 6 -Pans	0.00%
3.2.7	Catalog Section # 7 - Beverages	0.00%
3.2.8	Catalog Section # 8 - Knives	0.00%
3.2.9	Catalog Section # 9 - Miscellaneous Items	0.00%

**Please enter your category markup percentage for each Catalog Item Section here.**

*Pricing Page Eligible Item Description - All references to brand names are for illustration purposes only and vendor may bid the brand listed or an equal product.*

**Exhibit B - Pricing Page  
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Catalog Section Number	Description	Item Type	Vendor Cost	Vendor Percentage Discount	Cost Minus Markup	Estimated Quantity	Total Cost
3.2.1	<b>Catalog Section # 1 - Dinnerware</b>						
3.2.1.1	<i>Flex Trays</i>	Dinnerware	\$320.89	50.00%	\$160.45	2,500.00	\$401,112.50
3.2.1.2	<i>Flex Trays with Lids</i>	Dinnerware	\$246.59	50.00%	\$123.30	1,000.00	\$123,295.00
3.2.1.3	<i>Stacking Bowls</i>	Dinnerware	\$162.83	50.00%	\$81.42	1,000.00	\$81,415.00
3.2.1.4	<i>Sporks</i>	Dinnerware	\$82.76	50.00%	\$41.38	1,000.00	\$41,380.00
3.2.1.5	<i>Tableware Spoons</i>	Dinnerware	\$127.26	50.00%	\$63.63	1,000.00	\$63,630.00
					<b>Sub Total Catalog Section # 1</b>		<b>\$710,832.50</b>
3.2.2	<b>Catalog Section # 2 -Cookware</b>						
3.2.2.1	<i>Stockpots</i>	Cookware	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
3.2.2.2	<i>Saucepans</i>	Cookware	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
					<b>Sub Total Catalog Section # 2</b>		<b>\$0.00</b>
3.2.3	<b>Catalog Section # 3 - Serving Utensils</b>						
3.2.3.1	<i>Servers</i>	Serving Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.3.2	<i>Serving Spoons</i>	Serving Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.3.3	<i>Ladels</i>	Serving Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.3.4	<i>Food Scoops</i>	Serving Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
					<b>Sub Total Catalog Section # 3</b>		<b>\$0.00</b>

**Exhibit B - Pricing Page**  
**Kitchen Supplies**  
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3.2.4	<b>Catalog Section # 4 - Cooking Utensils</b>						
3.2.4.1	<i>Kettle Paddles</i>	Cooking Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.4.2	<i>Kettle Strainers</i>	Cooking Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.4.3	<i>Kettle Valve Brush</i>	Cooking Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.4.4	<i>Tong</i>	Cooking Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
3.2.4.5	<i>Turners</i>	Cooking Utensils	\$0.00	0.00%	\$0.00	1,500.00	\$0.00
						<b>Sub Total Catalog Section # 4</b>	<b>\$0.00</b>
3.2.5	<b>Catalog Section # 5 - Measuring Items</b>						
3.2.5.1	<i>Thermometer</i>	Measuring Items	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
3.2.5.2	<i>Dishers</i>	Measuring Items	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
3.2.5.3	<i>Measuring Cups</i>	Measuring Items	\$0.00	0.00%	\$0.00	1,200.00	\$0.00
3.2.5.4	<i>1 Gallon Urn Cup</i>	Measuring Items	\$0.00	0.00%	\$0.00	1,200.00	\$0.00
3.2.5.5	<i>Baker's Measure</i>	Measuring Items	\$0.00	0.00%	\$0.00	1,200.00	\$0.00
3.2.5.6	<i>Scales</i>	Measuring Items	\$0.00	0.00%	\$0.00	500.00	\$0.00
						<b>Sub Total Catalog Section # 5</b>	<b>\$0.00</b>
3.2.6	<b>Catalog Section # 6 -Pans</b>						
3.2.6.1	<i>Sheet Pans</i>	Pans	\$0.00	0.00%	\$0.00	500.00	\$0.00
3.2.6.2	<i>Steam Table Pans</i>	Pans	\$0.00	0.00%	\$0.00	500.00	\$0.00
3.2.6.3	<i>Steam Table Lids</i>	Pans	\$0.00	0.00%	\$0.00	500.00	\$0.00
						<b>Sub Total Catalog Section # 6</b>	<b>\$0.00</b>

**NO BID**

**NO BID**

**NO BID**



**Exhibit B - Pricing Page  
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3.2.7	<b>Catalog Section # 7 - Beverages</b>						
3.2.7.1	<i>Beverage Dispenser</i>	Beverages	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
3.2.7.2	<i>Beverage Cooler</i>	Beverages	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
3.2.7.3	<i>Replacement Spigots for Beverage Cooler</i>	Beverages	\$0.00	0.00%	\$0.00	1,000.00	\$0.00
						<b>Sub Total Catalog Section # 7</b>	<b>\$0.00</b>
3.2.8	<b>Catalog Section # 8 - Knives</b>						
3.2.8.1	<i>10" Chef Knife</i>	Knives	\$0.00	0.00%	\$0.00	100.00	\$0.00
3.2.8.2	<i>Culinary 6" Boning Knife</i>	Knives	\$0.00	0.00%	\$0.00	100.00	\$0.00
3.2.8.3	<i>8" Chef's Knife</i>	Knives	\$0.00	0.00%	\$0.00	100.00	\$0.00
3.2.8.4	<i>10" Bread Knife</i>	Knives	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.8.5	<i>6" Utility Knife</i>	Knives	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.8.6	<i>7' Culinary Knife</i>	Knives	\$0.00	0.00%	\$0.00	500.00	\$0.00
						<b>Sub Total Catalog Section # 8</b>	<b>\$0.00</b>
3.2.9	<b>Catalog Section # 9 - Miscellaneous Items</b>						
3.2.9.1	<i>Dishrack</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.9.2	<i>Wash Rack Inserts</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.9.3	<i>Oven Mitts</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.9.4	<i>Dishwashing Gloves</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.9.5	<i>Food Storage Containers</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.9.6	<i>Cutting Board</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
3.2.9.7	<i>Commercial Grade Microwave</i>	Miscellaneous Items	\$0.00	0.00%	\$0.00	250.00	\$0.00
						<b>Sub Total Eligible Items # 9</b>	<b>\$0.00</b>

Exhibit B - Pricing Page  
 Kitchen Supplies  
 ARFQ 0608 DCR2400000101

Contracted Items Totals Page						
3.2.1	Catalog Section # 1 - Dinnerware	\$0.00				
3.2.2	Catalog Section # 2 - Cookware	\$0.00				
3.2.3	Catalog Section # 3 - Serving Utensils	\$0.00				
3.2.4	Catalog Section # 4 - Cooking Utensils	\$0.00				
3.2.5	Catalog Section # 5 - Measuring Items	\$0.00				
3.2.6	Catalog Section # 6 - Pans	\$0.00				
3.2.7	Catalog Section # 7 - Beverages	\$0.00				
3.2.8	Catalog Section # 8 - Knives	\$0.00				
3.2.9	Catalog Section # 9 - Miscellaneous Items	\$0.00				
<b>Total Bid Cost</b>					<b>\$0.00</b>	

**NO BID**

**Please note: This information is being captured for auditing purposes.**  
 Quantities listed herein are for bid evaluation purposes; no guarantee of any actual quantities should be implied.  
 Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page could lead to disqualification of vendors bid.  
 Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:	
Vendor Name:	Jones Zylon Company
Address:	300 N. Center St.
City, State Zip:	W. Lafayette, OH 43845
Phone Number:	800-848-8160
Email Address:	jzsales@joneszylon.com
	4.18.24
Vendor Signature:	Date:



State of West Virginia  
Agency Request for Quote

Proc Folder: 1394563			Reason for Modification:
Doc Description: WV Division of Corrections & Rehabilitations Kitchen Supplie			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-08	2024-04-22 10:30	ARFQ 0608 DCR2400000101	1

**BID RECEIVING LOCATION**

**VENDOR**

Vendor Customer Code: VC0000064880  
 Vendor Name: The JonesZylon Company LLC  
 Address: 300 N. Center St.  
 Street:  
 City: W. Lafayette  
 State: OH Country: US Zip: 43845  
 Principal Contact: Tracey Zachrich  
 Vendor Contact Phone: 800-848-8160 Extension: 110

**FOR INFORMATION CONTACT THE BUYER**  
 John S Caldwell  
 (304) 558-9578  
 john.s.caldwell@wv.gov

Vendor Signature X *Tracey Zachrich* FEIN# 47-1691913 DATE 4-18-2024

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 (WVDAS) is soliciting bids on behalf of West Virginia Division of Corrections and Rehabilitation (WVDCR) to establish an open-end catalog contract for Correctional Kitchen Supplies. The Contract awarded from this Solicitation shall cover all Items from Vendor's Catalog. The items listed in the market basket is a sampling for bid evaluation purposes. The successful Vendor shall provide all catalog items to Agency at the discount. Items are to be ordered by and delivered to each of the facilities.

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

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CORRECTIONAL KITCHEN SUPPLIES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
23180000			

**Extended Description:**  
See Attached Specifications

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions Deadline @ 2:00 PM	2024-04-15
2	Bid Opening @11:00 AM	2024-04-02

	Document Phase	Document Description	Page
DCR2400000101	Final	WV Division of Corrections & Rehabilitations Kitchen Supplie	3

## 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 One (1) 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**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 Five (5) days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided \_\_\_\_\_ 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.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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 cancellation, 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:  
\$1,000,000.00 \_\_\_\_\_ per occurrence.

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

Julie Smith, Customer Service Mgr.  
(Name, Title) JonesZylon  
(Printed Name and Title)  
300 N. Center St. W. Lafayette, OH 43845  
(Address)  
800-848-8160 877-632-6344  
(Phone Number) / (Fax Number)  
jzsales@joneszylon.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.

The JonesZylon Company LLC  
(Company)  
Tracey Zachrich  
(Authorized Signature) (Representative Name, Title)  
Tracey Zachrich, CEO  
(Printed Name and Title of Authorized Representative)  
4-18-24  
(Date)  
800-848-8160 877-632-6344  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.: ARFQ # DCR2400000101**

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.

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: The JonesZylon Company, LLC

Authorized Signature: Tracey Zaczynis Date: 4.18.24

State of OHIO

County of Coshocton, to-wit:

Taken, subscribed, and sworn to before me this 18 day of April, 2024.

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

AFFIX SEAL HERE



**Julie A Smith**  
Notary Public, State of Ohio  
My Commission Expires  
May 21, 2024

NOTARY PUBLIC

Julie A. Smith