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

State of West Virginia
Master Agreement

Order Date: 03-03-2022

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0439 0439 EBA2200000004 1	**Procurement Folder:**	1012759
Document Name:	MULTI-SITE PLUMBING MAINTENANCE - SOUTHERN DISTRICT	**Reason for Modification:**	
Document Description:	MULTI-SITE PLUMBING MAINTENANCE - SOUTHERN DISTRICT		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-03-15
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2023-03-14

VENDOR

Vendor Customer Code: 000000189985
DSO MECHANICAL LLC
515 THIRD AVE

SO CHARLESTON WV 25303
US
Vendor Contact Phone: 3047448479 **Extension:** 101

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Cecil Dale Malcomb
Requestor Phone: (304) 254-7858
Requestor Email: dmalcomb@wvpublic.org

22
FILE LOCATION _____

INVOICE TO

CHIEF FINANCIAL OFFICER
EDUCATIONAL BROADCASTING

124 INDUSTRIAL PARK RD

BEAVER WV 25813

US

SHIP TO

PURCHASING ADMINISTRATOR
EDUCATIONAL BROADCASTING

600 CAPITOL ST

CHARLESTON WV 25301-1223

US

3-9-22 BM

Total Order Amount:	Open End

Purchasing Division's File Copy

ENTERED

TEW 3/8/22

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
Linda Harper		Beverly Toler
DATE: 3/8/2022	DATE:	DATE: 3-10-2022
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

3/9/2022

Extended Description:

The Vendor: DSO Mechanical LLC, agrees to enter with the agency, the West Virginia Educational Broadcasting Authority, into an "Open-End" Contract for Multi-Site Plumbing Maintenance, Southern District, per the bid requirements, terms & conditions, and the vendor's submitted and accepted bid on: 03/01/2022, Addendum 1 dated 02/08/2022 and Addendum 2 dated 02/23/2022, incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72101510			HOUR	110.000000
	Service From	**Service To**			

Commodity Line Description: STANDARD RATE - SOUTHERN DISTRICT

Extended Description:
STANDARD HOURLY RATE FOR SOUTHERN DISTRICT

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	72101510			HOUR	150.000000
	Service From	**Service To**			

Commodity Line Description: OVERTIME RATE - SOUTHERN DISTRICT

Extended Description:
OVERTIME HOURLY RATE FOR SOUTHERN DISTRICT

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	72101510			HOUR	150.000000
	Service From	**Service To**			

Commodity Line Description: EMERGENCY RATE - SOUTHERN DISTRICT

Extended Description:
EMERGENCY HOURLY RATE FOR SOUTHERN DISTRICT

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	72101510			HOUR	80.000000
	Service From	**Service To**			

Commodity Line Description: TRAVEL RATE - SOUTHERN DISTRICT

Extended Description:
TRAVEL HOURLY RATE FOR SOUTHERN DISTRICT

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	72101510			EA	0.000000
	Service From	**Service To**			

Commodity Line Description: SUBCONTRACTED TASKS PER SECTION 3.1.3 - 1.10 MULTIPLIER

Extended Description:
SUBCONTRACTED TASKS PER SECTION 3.1.3 - 1.10 MULTIPLIER

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	72101510			EA	0.000000
	Service From	**Service To**			

Commodity Line Description: PARTS/MATERIAL MARKUP PER SECTION 3.1.4 - 1.25 MULTIPLIER

Extended Description:
PARTS/MATERIAL MARKUP PER SECTION 3.1.4 - 1.25 MULTIPLIER

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	72101510			EA	0.000000
	Service From	**Service To**			

Commodity Line Description: EQUIPMENT RENTAL PER SECTION 3.1.5 - 1.10 MULTIPLIER

Extended Description:
EQUIPMENT RENTAL PER SECTION 3.1.5 - 1.10 MULTIPLIER

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on the effective start date listed on the first page of this Contract and the initial term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that 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. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

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

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

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

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

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

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

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

☑ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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.

☑ All licenses as outlined in section 3.3.2 of the specifications

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 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.

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

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

10. [Reserved]

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

☑ N/A for N/A.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of $250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of $500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than $250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than $25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than $25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: DSO Mechanical LLC

☒ **Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.**

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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.

Estimator
(Name, Title)

Mike Laughlin Estimator
(Printed Name and Title)

515 Third Ave. South Charleston WV 25303
(Address)

304-744-8479 304-744-8491
(Phone Number) / (Fax Number)

mlaughlin@dsomech.com
(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DSO Mechanical LLC
(Company)

Estimator
(Authorized Signature) (Representative Name, Title)

Mike Laughlin Estimator
(Printed Name and Title of Authorized Representative)

03/01/22
(Date)

304-744-8479 304-744-8491
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA2200000003

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)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[X]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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.

DSO Mechanical LLC
Company

Authorized Signature

03/01/22
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Educational Broadcasting Authority, WVEBA, (Agency) to establish an open-end contract for plumbing maintenance and repair services at various locations in West Virginia. This contract may be awarded to multiple Vendors based upon Districts as outlined in this solicitation. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed $500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **Contract Item** or **Contract Items:** The list of items identified in Section 3.1 below and on the Pricing Pages.

   2.2 **Maintenance, or Repair:** includes all work described in this solicitation. It is intended to cover plumbing work performed on an as-needed basis to identify and correct a malfunction or failure, repair damaged plumbing, and testing to ensure that plumbing is in proper working order after the repair.

   2.3 **Pricing Pages:** 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.

   2.4 **Service Call:** Work performed under this contracted as represented by a single Agency purchase order or release order.

   2.5 **Solicitation:** The official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**

   3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

      3.1.1 **General Provisions:**

3.1.1.1 Vendor may only remove equipment from service with written permission from the Agency. Any request to remove equipment from service must include a description of the work required and an estimate of the time the equipment will be out of service. Email shall be sufficient for these notifications.

3.1.1.2 Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.

3.1.1.3 Vendor shall respond to maintenance calls by phone within four (4) hours of notification to schedule a time for repair and ascertain the location of the required maintenance or repair.

3.1.1.4 Vendor shall perform emergency maintenance or repairs when requested by the Agency. Vendor shall respond to all emergency requests within sixty (60) minutes by phone to ascertain the scope of the emergency and must deploy staff no later than six (6) hours from time of notification of the emergency and must arrive on site within 12 hours of notification unless a later deployment or arrival is approved by the Agency in writing. Email shall be sufficient for this approval. If Vendor is unable to arrive for emergency service at a time that is acceptable to Agency, Agency may, at its own discretion, obtain the service from a third party.

3.1.1.5 Vendor shall provide equipment maintenance in accordance with manufacturer's recommendations.

3.1.1.6 Vendor shall provide a twelve (12) month warranty for all repairs performed under this contract.

3.1.1.7 Vendor shall, at all times maintain the proper operating parameters as specified by the manufacturer.

3.1.1.8 Vendor shall perform all necessary examinations and adjustments to maintain equipment at manufacture 's limits.

3.1.1.9 Vendor shall furnish all equipment, tools and parts necessary in the performance of the maintenance and repair of the equipment. Equipment and tools shall be provided by the Vendor, at no cost to the Agency. Parts shall be procured by the Vender, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. Vendor shall provide a copy of the invoice and manufacturer's warranty prior to reimbursement. Non-reusable parts and supplies shall be supplied by the

Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

3.1.1.10 Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be equal to or better than the original manufacturer's parts.

3.1.1.11 Vendor shall procure and install all necessary repair parts under this contract. Agency reserves the right to competitively bid all parts and labor for major repairs to the equipment.

3.1.1.12 If permits, special permissions, or other approvals are required for work under this contract Vendor shall be required to obtain these approvals.

3.1.2 Plumbing Maintenance or Repair shall include any pipe, fixture, or accessory involved in the transport of water or sewage. Including but not limited to:

3.1.2.1 Repair or replacement of plumbing:

3.1.2.1.1 Above ground, both internal and external to structures:

3.1.2.1.1.1 Leaky pipes, fixtures, or accessories

3.1.2.1.1.2 Clogged or slow pipes, fixtures, or accessories

3.1.2.1.1.3 Malfunctioning fixtures or accessories

3.1.2.1.1.4 Backflow systems

3.1.2.1.1.4.1 Inspect upon request

3.1.2.1.1.4.2 File reports with appropriate authorities upon inspection

3.1.2.1.1.4.3 Repair or replace as needed

3.1.2.1.1.5 Damage caused by leaky plumbing including but not limited to:

3.1.2.1.1.5.1 Drywall and plaster

3.1.2.1.1.5.2 Ceiling tiles

3.1.2.1.1.5.3 Carpet

3.1.2.1.1.5.4 Ceramic tiles

3.1.2.1.1.5.5 Floor, ceiling, and wall support structures

3.1.2.1.1.5.6 Cement floors

3.1.2.1.1.5.7 Wood

3.1.2.1.2 Below ground, both internal and external to structures:

3.1.2.1.2.1 Leaky pipes, fixtures, or accessories

3.1.2.1.2.2 Clogged or slow pipes, fixtures, or accessories

3.1.2.1.2.3 Malfunctioning fixtures or accessories

3.1.2.1.2.4 Backflow systems

3.1.2.1.2.4.1 Inspect upon request
3.1.2.1.2.4.2 File reports with appropriate authorities upon inspection
3.1.2.1.2.4.3 Repair or replace as needed

3.1.2.1.2.5 Damage caused by leaky plumbing including but not limited to the repair / replacement of:
3.1.2.1.2.5.1 Drywall and plaster
3.1.2.1.2.5.2 Ceiling tiles
3.1.2.1.2.5.3 Carpet
3.1.2.1.2.5.4 Ceramic tiles
3.1.2.1.2.5.5 Floor, ceiling, and wall support structures
3.1.2.1.2.5.6 Cement floors
3.1.2.1.2.5.7 Wood
3.1.2.1.2.5.8 Asphalt or cement structures
3.1.2.1.2.5.9 Landscaping:
3.1.2.1.2.5.9.1 Planters
3.1.2.1.2.5.9.2 Shrubbery
3.1.2.1.2.5.9.3 Grass

3.1.2.2 Upgrades to plumbing as required:

3.1.2.2.1 When required due to code changes
3.1.2.2.2 When required due to inspection shortcomings
3.1.2.2.3 When required by the alteration / addition of plumbing fixtures

3.1.2.3 Miscellaneous work: Vendor must repair or correct any issues relating to their plumbing work.
3.1.2.3.1 Including, but not limited to:
3.1.2.3.1.1 Tiles, both ceramic and ceiling
3.1.2.3.1.2 Drywall
3.1.2.3.1.3 Fixtures
3.1.2.3.1.4 Carpeting and other flooring
3.1.2.3.1.5 Plumbing components such as fixtures, pipes, water valves, and pipe or fixture bracing.
3.1.2.3.2 Vendor may subcontract miscellaneous work

3.1.3 Subcontracted Tasks:

3.1.3.1 Vendor may subcontract tasks as necessary if the task falls within the scope of this contract.

3.1.3.2 Subcontracting should be kept to a minimum and only used if absolutely necessary. Vendor is still expected to perform the majority of the work on this contract.

3.1.3.3 Excessive use of subcontractors with the exception of Miscellaneous Work, as outlined in section 3.1.2.3, could result in the cancellation of the contract.

3.1.3.4 Vendor must ensure that all subcontractors meet State requirements for performance of the task. This shall include but not be limited to having the necessary insurance, licenses, certifications, and permits. More details are provided in the ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only), Section 8, SUBCONTRACTOR LIST SUBMISSION.

3.1.3.5 Agency shall reimburse Vendor for subcontracted tasks at their cost times the markup submitted on the Pricing Page(s). Vendor must supply a copy of their invoice documenting these costs when billing the Agency.

3.1.4 Parts:

3.1.4.1 Vendor is responsible for procuring all necessary parts needed to perform Maintenance or Repairs under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of $1,000.00.

3.1.4.2 Agency shall reimburse Vendor for parts at their cost times the markup submitted on the Pricing Page(s). Vendor must supply a copy of their invoice documenting these costs when billing the Agency. An example is provided on Exhibit C, Sample Invoice.

3.1.4.3 Agency shall reimburse the Vendor for actual freight costs for parts. Vendor must supply a copy of their invoice documenting these costs when billing the Agency.

3.1.4.4 Vendor shall maintain a supply or inventory of routinely used replacement plumbing parts utilized by the Agency. All replacement parts shall be new and equal to or better than original parts.

3.1.4.5 **Parts Warranty**: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

3.1.5 Equipment Rental:

3.1.5.1 Equipment Rental:

3.1.5.1.1 Agency shall reimburse Vendor for equipment rental at their cost times the markup submitted on the Pricing Page(s). Vendor must supply a copy of their invoice documenting these costs when billing the Agency. An example is provided on Exhibit C, Sample Invoice.

3.1.5.1.2 Equipment Use (Vendor-owned equipment): Vendor shall not bill agency for the use of vendor-owned equipment or equipment supplied by an affiliated third party.

3.1.5.1.3 Agency shall reimburse the Vendor for actual delivery costs for rental equipment. Vendor must supply a copy of their invoice documenting these costs when billing the Agency

3.1.6 Labor:

3.1.6.1 Vendor shall quote a rate for each type of labor for plumbing service as indicated on the pricing pages, Exhibit A.

3.1.6.1.1 Labor types are:

- Standard rate
- Overtime rate
- Emergency rate
- Travel rate

3.1.6.2 When invoicing for labor Vendor must have a separate line item for each type of labor performed during the service call designated by labor type. See the sample invoice, Exhibit C.

3.1.6.3 STANDARD: Non-emergency service. Vendor shall quote a standard hourly labor rate for these hours.

3.1.6.4 OVERTIME: the rate for overtime labor hours shall only apply when a Vendor employee exceeds forty (40) hours for the week during performance of services under this

contract. Vendor must have advanced written approval from Agency to bill overtime labor rates. Either an agency delivery order / po or email shall be sufficient for such notifications. Vendor must also supply proof that an employee worked overtime hours while performing services under this contract.

3.1.6.5 EMERGENCY: the rate for emergency labor hours shall be charged to the Agency when any occurrence is declared an emergency by the Agency and the Vendor must give first priority to the Agency for any/all repairs during that emergency with the exception of overriding obligations to Homeland Security, the Department of Health and Human Resources, and law enforcement agencies. Vendor must have advanced written approval from Agency to bill emergency labor rates. Either an agency delivery order / po or email shall be sufficient for such notifications.

3.1.6.6 TRAVEL: Vendor MUST quote a REDUCED hourly rate for travel time.

3.1.6.6.1 Travel time may only be invoiced for round-trip travel for service at tower buildings, not office locations. Most trips will include a stop at the WVEBA district office to coordinate with WVEBA staff.

3.1.6.6.2 For billing purposes travel time will include the round-trip time from the WVEBA district office to a tower site, or the round-trip time from the Vendor's office to a tower site, whichever is less. Travel time may not exceed the maximum travel time listed in section 4.1.

3.1.6.6.3 Travel time shall be billed at the single, flat rate listed on the Pricing Pages, Exhibit A. Overtime or other increases to this rate are not permitted.

3.1.6.6.4 If Vendor travels to a site but is unable to perform work due to situations beyond their control, vendor must immediately notify WVEBA of the condition preventing work, and if WVEBA agrees, Vendor may still invoice for appropriate travel time. These conditions include but are not limited to a failure on the Agency's part, unforeseeable bad weather,

flooding, road obstructions, and other force majeure.

3.1.6.7 Service requiring Vendor personnel to remain on-site overnight:

3.1.6.7.1 Vendor must notify Agency when providing service call estimates if they intend to keep personnel on-site overnight. Vendor must specify every night for which they wish to invoice the Agency. Vendor must receive written pre-approval from the Agency to be permitted an overnight stay. Either an agency delivery order / po or email shall be sufficient for such notifications.

3.1.6.7.2 Agency shall reimburse Vendor for meals & incidentals and lodging only. Vendor must include a copy of their lodging invoice for verification. Agency shall reimburse the Vendor for meals and incidentals based upon the West Virginia Purchasing Division's Per Diem Rates on the day the expense is incurred. These rates may be found here: http://www.state.wv.us/admin/purchase/travel/perdiem.html. Agency shall reimburse the Vendor for lodging based upon either the Per Diem Rates or the Vendor's actual cost for lodging, whichever is less.

3.1.6.7.3 Vendor must submit a copy of the applicable per diem rates with their invoice. See Exhibit C, Sample Invoice, for an example.

3.1.6.7.4 Vendor shall only bill labor for time spent on site during overnight stays. Vendor shall not bill for travel time between Agency site and lodging or any other time spent off site.

3.2 Facility Access: Performance of Contract Services may require access cards and/ or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

3.2.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

3.2.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, is the cards or keys become lost or stolen.

3.2.3 Vendor shall notify Agency immediately of any lost, stolen, or missing key.

3.2.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

3.2.5 Vendor shall inform all staff of Agency's security protocol and procures.

3.3 Qualifications: Vender shall have the minimum qualifications

3.3.1 Vender must have been in the business of plumbing service for a period of not less than five (5) years.

3.3.2 Vendor must be licensed or have staff or subcontractors who are licensed to perform specified services in the State of West Virginia. These licenses include, but are not limited to:

3.3.2.1 Vendor: Contractor's license.
3.3.2.2 Plumbers: Plumber's license.

All licenses must remain in effect and valid for the term of this contract including any renewals.

4. Area of Service

4.1 In order to make it easier for potential venders to bid on this solicitation, the sites to be serviced have been divided into geographical districts. Venders shall indicate in the "Pricing Pages" which "District(s)" they wish to service. The Agency reserves the right to make multiple or split awards to this contract due to the size of the area to be covered by this contract. The "Districts" are defined as follows:

4.1.1 Northern District:

4.1.1.1 Sites:

4.1.1.1.1 Agency's Northern Office located at
191 Scott Ave
Morgantown, WV 26508.

4.1.1.1.2 Cooper's Rock tower service building located at
2095 Sand Springs Rd,
Morgantown, WV 26508
Preston county
Coordinates: 39°41'44.86"N, 79°45'44.33"W

Maximum roundtrip travel time from Agency's Office: 1.5 hours

4.1.1.2 The contact person is:
Rodney Swisher
Phone: (304) 284-1465
Email: RSwisher@WVPublic.Org

4.1.1.3 When servicing these locations Vendor's maintenance staff shall notify the Agency contact prior to arrival on each day of servicing.

4.1.2 Central District:

4.1.2.1 Sites:

4.1.2.1.1 Agency's Central Office located at
600 Capitol St
Charleston, WV 25301.

4.1.2.1.2 Barker's Ridge tower service building located at
9283 Barker Ridge Church Rd
Milton, WV 25541
Cabell county
Coordinates: 38°29'42.51"N, 82°12'2.39"W
Maximum roundtrip travel time from Agency's Office: 4 hours

4.1.2.2 The contact person is:
Randall Comm
Phone: (304) 556-4942
Email: RComm@WVPublic.Org

4.1.2.3 When servicing these locations Vendor's maintenance staff shall notify the Agency contact prior to arrival on each day of servicing.

4.1.3 Southern District:

4.1.3.1 Sites:

4.1.3.1.1 Agency's Southern Office located at
124 Industrial Park Rd
Beaver, WV 25813.

4.1.3.1.2 Layland tower service building located at
#153
Layland, WV 25976
Fayette county
Coordinates: 37°53'43.78"N, 80°59'22.62"W

Maximum roundtrip travel time from Agency's Office: 4 hours

4.1.3.2 The contact person is:

Dale Malcomb
Phone: (304) 254-7858
Email: DMalcomb@WVPublic.Org

4.1.3.3 When servicing these locations Vendor's maintenance staff shall notify the Agency contact prior to arrival on each day of servicing.

4.2 Out of Contract Service: Agency reserves the right to request services from non-contract holders, when the agency deems it necessary to maintain operations, and such act will not be deemed a breach of contract.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded by District: see Section 4, Area of Service. Contract(s) will be awarded to the Vendor(s) that provide the Contract Items meeting the required specifications for the lowest Total Bid Cost(s) as shown on the Pricing Pages (Exhibit A).

5.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the table for each District (see Exhibit B, Sample Pricing Pages). Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendor must only complete pricing pages for each District on which they wish to bid.

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

Note: The Pricing Pages supplied in Excel format will execute all calculations once the Vendor-required information has been entered.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby.L.Welch@WV.Gov.

6. ORDERING AND PAYMENT:

6.1 Ordering:

6.1.1 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 Agencies 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.

6.1.2 Prior to initiating service work under this contract Vendor shall provide Agency an estimate of expected costs for the work. Vendor shall not perform work under this contract until it receives an Agency purchase order or release order for the work to be performed (service call). This document shall include, but not be limited to:

6.1.2.1 The location of the work (location name and address / coordinates).
6.1.2.2 The scope of work to be performed.
6.1.2.3 Detailed estimates of the expected costs including, but not limited to:
- **6.1.2.3.1** Labor: Standard, overtime, emergency, or travel plumbing labor as applicable.
- **6.1.2.3.2** Subcontracted Tasks
- **6.1.2.3.3** Parts
- **6.1.2.3.4** Equipment Rental

6.1.2.4 See Exhibit C, Sample Invoice. The pre-work estimate should include similar information as this invoice.
6.1.2.5 If conditions on site are different than originally anticipated when estimating costs, Vendor must notify Agency in writing of any estimate adjustments before work commences and receive written approval from Agency to proceed with the work. Email shall be sufficient for these notifications and approvals.

Once the work has been completed the Agency shall revise the purchase order or release order to reflect the actual costs of the service call.

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

6.2.1 Contract Maintenance and Repair Fees: All contract maintenance and repair fees will be based on a Per Hour basis as outlined in Section 3.1.6, Labor, plus subcontractor costs as outlined in Section 3.1.3, Subcontracted

Tasks, plus parts as outlined in Section 3.1.4, Parts / Materials, plus equipment fees as outlined in Section 3.1.5, Equipment Rental.

6.2.2 Invoicing: Vendor must submit an invoice, as outlined in section 8.1.3, Invoicing, for each service call as represented by an Agency purchase order or release order.

6.2.2.1 Vendor shall not split the charges for one service call between multiple invoices.

6.2.2.2 Vendor shall not include costs for multiple service calls on one invoice.

7. CONTRACT VALUE LIMIT

7.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed $500,000.

7.2 Change orders (including renewals) and delivery orders that cause this contract to exceed $500,000 will not be permitted.

8. BILLING / PAYMENT:

8.1 Maintenance or Repair:

8.1.1 Labor: Labor for Maintenance or repair will be billed on a per hour basis using the number of hours actually worked and the applicable hourly rates bid by vendor. Vendor may not bill for non-working hours such as taking meals or staying in a hotel.

8.1.2 Subcontracted Tasks, Parts, and Equipment Rentals: Subcontracted tasks, parts, and equipment rentals for maintenance or repairs will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier Example	Meaning
0.5	Vendor sells parts to Agency at one-half of Vendor's cost
1.0	Vendor sells parts to Agency at Vendor's cost
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for delivery of parts and rented equipment provided that the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

8.1.3 Invoicing, See Exhibit C, Sample Invoice:

8.1.3.1 The company name and address on the invoice must EXACTLY match the information in the Vendor's Purchasing Division registration (wvOASIS). Non-matching information could result in invoice rejections and delay payment.

8.1.3.2 Vendor must include the dates for which service was provided on their invoices.

8.1.3.3 Vendor must include a description / scope of the work performed on their invoices.

8.1.3.4 Labor: Vendor must include a line on their invoices for each type of labor applicable to the service work as described in section 3.1.6.1. Vendor must indicate the hours for each type and multiply the hours by the applicable charges as provided on their Pricing pages to calculate a total charge per labor type.

8.1.3.5 Overnight stays: Agency shall reimburse Vendor overnight expenses as outlined in section 3.1.6.7.4.

8.1.3.5.1 Vendor must submit a copy of their lodging invoice in order to obtain reimbursement for both lodging and meals and incidentals.

8.1.3.5.2 Lodging shall be reimbursed at either the applicable per diem rate or the actual cost, whichever is less.

8.1.3.5.3 The number of reimbursable days for meals and incidentals shall be calculated as the number of lodging nights plus one (1) to account for the work / travel day after checking out.

8.1.3.5.4 Vendor must submit separate meal and incidental lines on their invoices for travel days and non-travel days as they have different rates.

8.1.3.6 Subcontracted Tasks: Vendor must include a line on their invoices for each subcontracted task showing their cost and multiplying this cost by the "Multiplier" as provided on their Pricing pages to calculate a total charge for each subcontracted task. Vendor must provide an invoice or other proof of their cost for each subcontracted task for which they are invoicing. Vendor shall be reimbursed for subcontractors as outlined in section 3.1.3.

8.1.3.7 Parts: Vendor must include a line on their invoices for each part supplied showing their cost and multiplying this cost by the "Multiplier" as provided on their Pricing pages to calculate a total charge for each part. Vendor must provide an invoice or other proof of their cost for each part for which they are invoicing. Vendor shall be reimbursed for parts as outlined in section 3.1.4.

8.1.3.8 Equipment Rental: Vendor must include a line on their invoices for each piece of equipment rented showing their cost and multiplying this cost by the "Multiplier" as provided on their Pricing pages to calculate a total charge for each piece of equipment rented. Vendor must provide an invoice or other proof of their cost for each piece of equipment rented for which they are invoicing. Vendor shall be reimbursed for equipment rentals as outlined in section 3.1.5.

9. DEFAULT:

9.1 The following shall be considered a default under this Contract.

9.1.1 Failure to perform Maintenance or Repairs in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or tower site Maintenance generally.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available upon default.

9.2.1 Cancellation of the Contract

9.2.2 Cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

9.3 Agency reserves the right to inspect the Maintenance and Repairs to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

10. MISCELLANEOUS:

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

10.2 Vendor Supply: Vendor must carry sufficient inventory of the parts required 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.

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

Contract Manager: Cheryl Griffith

REQUEST FOR QUOTATION EBAr70476
Plumbing Maintenance and repair

Telephone Number: 304-744-8479
Fax Number: 304-744-8491
Email Address: cgriffith@dsomech.com

EBAr70476, EXHIBIT A - PRICING PAGES - SOUTHERN DISTRICT
District office, Beckley: 124 Industrial Park Rd., Beaver, WV 25813

Plumbing Maintenance or Repair per section 3.1.2				
PLUMBING MAINTENANCE OR REPAIR	HOURLY RATE		X	
STANDARD RATE	$	110.00	X	
OVERTIME RATE	$	150.00	X	
EMERGENCY RATE	$	150.00	X	
TRAVEL RATE	$	80.00	X	
Subcontracted Tasks per section 3.1.3				
	X	MULTIPLIER		
	X	1.10		
Parts / Materials per section 3.1.4				
	X	MULTIPLIER		=
	X	1.25		

Equipment Rental per section 3.1.5			
	X	MULTIPLIER	AT COST
	X	1.10	