



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 58414

Doc Description: Addendum No. 1 - HVAC Corrective Maintenance for WVSP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-13	2015-02-25 13:30:00	CRFQ 0612 DPS1500000010	2

BID RECEIVING LOCATION

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

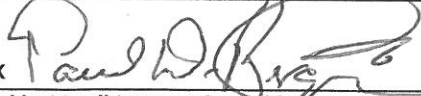
VENDOR

Vendor Name, Address and Telephone Number:
 Rigney Digital Systems, Ltd. Co.
 1069 East Highland Dr.
 Hurricane, WV 25526
 (304) 757-3314

02/24/15 13:19:23
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X  FEIN # 55-0782949 DATE February 25, 2015

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

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC Corrective Maintenance - see attached specifications	0.00000	LS		\$239,500.00

Comm Code	Manufacturer	Specification	Model #
72151200			

Extended Description :

Addendum No. 1 - Responses to vendor questions attached. The bid opening remains on 02/25/2015 at 1:30 pm. See attached pages.

THE WV PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE HVAC CORRECTIVE MAINTENANCE FOR SIX (6) TROOP LOCATIONS THROUGHOUT THE STATE OF WV, PER THE ATTACHED SPECIFICATIONS.

HVAC Corrective Maintenance - see attached specifications

DPS150000010	Document Phase Final	Document Description Addendum No. 1 - HVAC Corrective Maintenance for WVSP	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Rigney Digital Systems Ltd. Co
of Hurricane, West Virginia, as Principal, and Erie Insurance
of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Eleven thousand nine hundred (\$ 11,975) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

Eleven thousand Nine hundred Seventy Five

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Provide HVAC corrective maintenance for six (6) Troop locations located throughout West Virginia.

NOW THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 24 day of February, 2015.

Principal Seal

Paul D Rigney
(Name of Principal)
By Paul D Rigney
(Must be President, Vice President, or Duly Authorized Agent)
Member Manager
(Title)

Surety Seal

Jacquelyn Fitch
(Name of Surety)
Jacquelyn Fitch
Attorney-in-Fact


IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

CRFQ - DPS150000010 - Pricing Page - TROOP 1

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$90.00	\$9,000.00
3.1.1	Basic - Helper Rate	Hour	75	\$60.00	\$4,500.00
3.1.1	Basic - Laborer Rate	Hour	75	\$0.00	\$0.00
3.1.1	Overtime Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Overtime Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Overtime Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Holiday Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Holiday Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Holiday Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Truck charges - per round trip	Each	10	\$200.00	\$2,000.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	35% %	\$ 6,750.00

OVERALL COST:	\$ 34,250.00
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Bidder/Vendor Information:	
Name:	RIGNEY DIGITAL SYSTEMS LTD. CO.
Address:	1069 E. HIGHLAND DRIVE HURRICANE WV 25526
Phone No.:	304-757-3314
Fax No.:	304-757-3316
Email Address:	JRIGNEY@SUDDENLINKMAIL.COM
Authorized Signature	

NOTES:

- * Quantities are estimated for bid evaluation purposes only.
- ** Estimated cost for bid evaluation purposes only.
- *** Enter a Unit Price of zero (0) if item will be provided at no cost - enter N/B if the item is not being bid or provided.

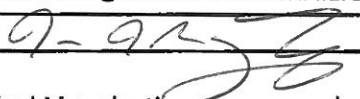
Failure to use this form will result in automatic disqualification.

CRFQ - DPS150000010 - Pricing Page - TROOP 2

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$125.00	\$12,500.00
3.1.1	Basic - Helper Rate	Hour	75	\$75.00	\$5,625.00
3.1.1	Basic - Laborer Rate	Hour	75	\$75.00	\$5,625.00
3.1.1	Overtime Technician Rate	Hour	50	\$187.50	\$9,375.00
3.1.1	Overtime Helper Rate	Hour	25	\$112.50	\$2,812.50
3.1.1	Overtime Laborer Rate	Hour	25	\$112.50	\$2,812.50
3.1.1	Holiday Technician Rate	Hour	50	\$250.00	\$12,500.00
3.1.1	Holiday Helper Rate	Hour	25	\$150.00	\$3,750.00
3.1.1	Holiday Laborer Rate	Hour	25	\$150.00	\$3,750.00
3.1.1	Truck charges - per round trip	Each	10	\$300.00	\$3,000.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	50% %	\$7,500.00

OVERALL COST:	\$69,250.00
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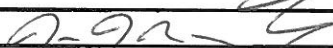
CRFQ - DPS150000010 - Pricing Page - TROOP 3

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$90.00	\$9,000.00
3.1.1	Basic - Helper Rate	Hour	75	\$60.00	\$4,500.00
3.1.1	Basic - Laborer Rate	Hour	75	\$0.00	\$0.00
3.1.1	Overtime Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Overtime Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Overtime Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Holiday Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Holiday Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Holiday Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Truck charges - per round trip	Each	10	\$200.00	\$2,000.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	35% %	\$ 6,750.00

OVERALL COST:	\$ 34,250.00
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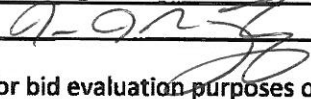
CRFQ - DPS150000010 - Pricing Page - TROOP 4

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$90.00	\$9,000.00
3.1.1	Basic - Helper Rate	Hour	75	\$60.00	\$4,500.00
3.1.1	Basic - Laborer Rate	Hour	75	\$0.00	\$0.00
3.1.1	Overtime Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Overtime Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Overtime Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Holiday Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Holiday Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Holiday Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Truck charges - per round trip	Each	10	\$200.00	\$2,000.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	35%	6,750.00

OVERALL COSTS	\$ 34,250.00
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Bidder/Vendor Information:

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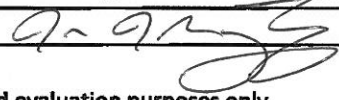
Failure to use this form will result in automatic disqualification.

CRFQ - DPS150000010 - Pricing Page - TROOP 5

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$90.00	\$9,000.00
3.1.1	Basic - Helper Rate	Hour	75	\$60.00	\$4,500.00
3.1.1	Basic - Laborer Rate	Hour	75	\$0.00	\$0.00
3.1.1	Overtime Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Overtime Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Overtime Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Holiday Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Holiday Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Holiday Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Truck charges - per round trip	Each	10	\$100.00	\$1,000.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	35% %	\$ 6,750.00

OVERALL COST:	\$ 33,250.00
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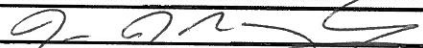
CRFQ - DPS1500000010 - Pricing Page - TROOP 6

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$90.00	\$9,000.00
3.1.1	Basic - Helper Rate	Hour	75	\$60.00	\$4,500.00
3.1.1	Basic - Laborer Rate	Hour	75	\$0.00	\$0.00
3.1.1	Overtime Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Overtime Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Overtime Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Holiday Technician Rate	Hour	50	\$90.00	\$4,500.00
3.1.1	Holiday Helper Rate	Hour	25	\$60.00	\$1,500.00
3.1.1	Holiday Laborer Rate	Hour	25	\$0.00	\$0.00
3.1.1	Truck charges - per round trip	Each	10	\$200.00	\$2,000.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	35% %	\$ 6,750.00

OVERALL COST:	\$ 34,250.00
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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


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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: RIGNEY DIGITAL SYSTEMS LTD. CO.

Authorized Signature:  Date: FEBRUARY 23, 2015

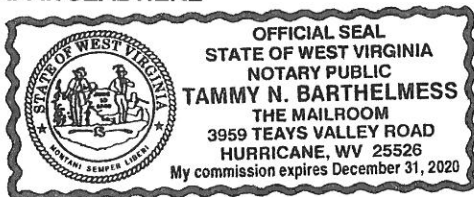
State of WEST VIRGINIA

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 23 day of FEBRUARY, 2015.

My Commission expires December 31, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1500000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

RIGNEY DIGITAL SYSTEMS LTD. CO.

Company



Authorized Signature

FEBRUARY 25, 2015

Date

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



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**


STATE OF WEST VIRGINIA,
PUTNAM
COUNTY OF _____, TO-WIT:

I, JOHN J. RIGNEY, after being first duly sworn, depose and state as follows:

- I am an employee of RIGNEY DIGITAL SYSTEMS LTD. CO.; and,
(Company Name)
- I do hereby attest that RIGNEY DIGITAL SYSTEMS LTD. CO.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

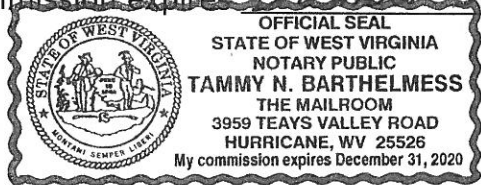
The above statements are sworn to under the penalty of perjury.

By: JOHN J. RIGNEY 
 Title: MEMBER/MANAGER
 Company Name: RIGNEY DIGITAL SYSTEMS LTD. CO.
 Date: FEBRUARY 23, 2015

Taken, subscribed and sworn to before me this 23 day of February, 2015.

By Commission expires December 31, 2020

(Seal)



Tammy N. Barthelmess
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "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.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "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.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "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 award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. 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 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a 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 contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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.

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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$500,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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 above.

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

WV Contractor's License

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
for _____.
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
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 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.
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, 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
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. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

32. 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.

33. 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.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 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 Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: RIGNEY DIGITAL SYSTEMS LTD. CO.

Contractor's License No. WV031362

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid 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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

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 bill fails, is unable, or refuses to perform his subcontract.

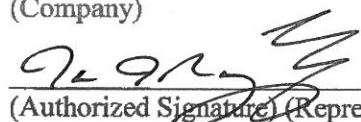
6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

RIGNEY DIGITAL SYSTEMS LTD. CO.

(Company)

 **John J. Rigney, Member/Manager**

(Authorized Signature) (Representative Name, Title)

304-757-3314 304-757-3316 02/25/2015

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
CRFQ -DPS150000010 HVAC Corrective Maintenance Services

SPECIFICATIONS

- 1 **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Police to establish an open-end contract for HVAC service contract, to include corrective service and emergency service to maintain total coverage of the heating, ventilation and air conditioning system.

Facilities to be covered shall be:

- Troop 1:** Hancock, Brooke, Ohio, Marshall, Wetzel, Tyler, Doddridge, Harrison, Taylor, Marion, Monongalia, and Preston counties
Troop 2: Mineral, Grant, Hampshire, Hardy, Morgan, Berkeley, and Jefferson counties
Troop 3: Barbour, Lewis, Upshur, Gilmer, Braxton, Webster, Pocahontas, Randolph, Tucker, and Pendleton counties
Troop 4: Pleasants, Wood, Wirt, Richie, Roane, Calhoun, Clay, Kanawha, Jackson, Mason, and Putnam counties
Troop 5: Cabell, Wayne, Lincoln, Boone, Logan and Mingo counties
Troop 6: Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Monroe, and Greenbrier counties

- 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 **“Corrective Maintenance”** means work performed on an as-requested basis to correct a malfunction or failure in an HVAC system; and testing to ensure that equipment is in proper working order.
- 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
- 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.
- 2.4 **“Owner”** as used in this specification shall mean the West Virginia State Police.
- 2.5 **“Vendor or Contractor”** as used in this specification shall mean that qualified vendor who is awarded a purchase order.
- 2.6 **Holidays** shall mean days designated by WV Code § 2-2-1 as legal holidays (New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Lincoln’s Day, Election Days, and Christmas Day).

REQUEST FOR QUOTATION
CRFQ -DPS1500000010 HVAC Corrective Maintenance Services

3 PERFORMANCE REQUIREMENTS: Vendor shall provide Agency with HVAC Maintenance on an open-end and continuing basis as outlined in this Contract.

3.1 Corrective Maintenance:

3.1.1 Vendor shall respond to service calls by phone or in person within two hours and must arrive on site to begin performance as soon as possible, not later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four hour response time with written permission from the Agency.

3.1.2 Service must be performed between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday unless the HVAC service will cause disruption of business activity.

3.1.3 Agency may request service on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency.

3.1.4 Service performed under this Contract shall not exceed \$25,000 per project in total cost.

3.1.5 Parts:

3.1.5.1 Vendor is responsible for procuring all necessary parts needed to perform HVAC service under this Contract within the required time frames established herein.

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

3.1.5.3 Parts Warranty: The vendor shall provide a copy of the manufacturer's warranty on parts with the invoice.

4 FACILITIES ACCESS: The facilities identified in the contract may require access cards and/or keys to gain entrance.

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

4.2 Vendor shall inform all staff Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ -DPS150000010 HVAC Corrective Maintenance Services

5 QUALIFICATIONS:

5.1 Experience: Vendor must have successfully installed and maintained HVAC equipment of the type, character and magnitude currently being utilized by Agency and included on the list on HVAC equipment, attached hereto as, on two or more occasions in the last five years. The list of HVAC equipment is incorporated herein by reference.

Vendor should furnish information concerning the two largest facility contracts it has completed, current vendor capacity, other relevant experience, and other similar contract obligations to provide similar work.

5.2 Training: Vendor shall be trained and/or certified to provide HVAC Maintenance on the equipment located at the Agency's facilities as shown on attached. Vendor must provide Agency with documentation, satisfactory to the Agency at its sole discretion, to verify training and certification upon request.

5.3 Factory Authorization: Vendor must be authorized by the applicable manufacturer to perform repair and warranty on the equipment listed on attached.

5.4 Certifications: Vendor shall ensure that all HVAC Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:

- 5.4.1 Electricians – WV Electricians License
- 5.4.2 Plumbers – WV Plumbers License
- 5.4.3 HVAC – EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program.
- 5.4.4 WV Contractor's License

5.5 Building Codes: At a minimum, the HVAC Maintenance shall comply with the current editions of the following standards and codes in effect at the time of performance.

- 5.5.1 National Electric Code (NEC)
- 5.5.2 International Building Code (IBC)
- 5.5.3 International Mechanical Code (IMC)
- 5.5.4 Underwriters laboratories: Products shall be UL-916-PAZX listed.
- 5.5.5 ANSI/ASHRAE Standard 135-2004 (BACnet)
- 5.5.6 ANSI/EIA/CEA-709.1 (LonTalk)
- 5.5.7 NFPA (National Fire Protection Association)

REQUEST FOR QUOTATION
CRFQ –DPS1500000010 HVAC Corrective Maintenance Services

6 REPORTS: Vendor shall provide all of the reports as outlined below.

6.1 Service Maintenance Log: Vendor shall maintain a log of all service performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to the Agency upon the Agency's request.

6.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of HVAC service performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

7 TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time associated with performance of this Contract. Such costs will not be paid by the Agency.

8 CONTRACT AWARD: This Contract will be awarded to the Vendor meeting the required specifications that provide the lowest overall total cost per Troop as identified in Section 1 and as shown on the Pricing Pages. 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.

8.1 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: an hourly labor rate for a technician, helper and laborer for an normal business hours, overtime hours, and holiday hours, a percentage mark-up for parts and a truck charge per round trip. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

REQUEST FOR QUOTATION
CRFQ –DPS1500000010 HVAC Corrective Maintenance Services

An example of a properly completed Pricing Page is shown below for reference purposes only:

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
1	Parts	\$5,000.00	10 %	\$5,500.00

Vendor's Mark-up Percentage is 10%

\$5,000 multiplied by 1.10 = \$ 5,500.00.

9 ORDERING:

9.1 Service Ordering: The Agency will issue an ADO allowing Vendor to commence work. This ADO shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the ADO to the Vendor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate. **Agency shall not issue an ADO that allows service performed under this Contract to exceed \$25,000 per project in total cost.**

9.2 Vendor is not permitted to perform any work other than that specified on the ADO issued under section 9.1 of this Contract.

9.3 Issuance of multiple ADOs to circumvent the \$25,000 per project limitation on service is strictly prohibited.

9.4 Change orders that service to exceed \$25,000 per project will not be permitted.

10 PAYMENT:

10.1 Labor: Agency shall pay a single flat hourly rate for all HVAC service performed under this contract.

10.2 Parts: Vendor shall bill Agency for parts at Vendor's cost plus a markup designated by Vendor on the Pricing Page. The markup must apply to all parts and should be listed on the Pricing Page as a multiplier. (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, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct

REQUEST FOR QUOTATION
CRFQ –DPS150000010 HVAC Corrective Maintenance Services

payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

<u>Multiplier Example</u>	<u>Meaning</u>
.05	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 put a 25% markup
1.5	Vendor sells parts to Agency at Vendor's cost plus a 50% markup

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, 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.

11 DEFAULT:

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

11.1.1 Failure to perform HVAC service in accordance with the requirements contained herein.

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

11.1.3 Failure to comply with any applicable laws, rules, ordinances, or building code applicable to the Contract or HVAC service in general.

11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available upon default.

11.2.1 Cancellation of the Contract.

11.2.2 Cancellation of one or more ADOs issued under this Contract.

11.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
CRFQ –DPS150000010 HVAC Corrective Maintenance Services

11.3 Agency reserves the right to inspect the HVAC service 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.

12 EQUIPMENT TO BE SERVICED AND MAINTAINED

12.1 Service calls shall include the following services as required and applicable to keep system(s) and equipment operating properly.

12.1.1 Air Conditioning Equipment

12.1.2 Air Handling Equipment

12.1.3 Temperature Control Devices and Systems

12.1.4 Boiler Systems (to include in-line circulating pumps)

12.1.5 Exhaust Fans and Ventilation Fans

12.1.6 All adjustments, calibrations and lubricants are to be in compliance with the manufacturer's specifications for each system or individual piece of equipment. Any variations will not be accepted unless owner is informed beforehand of the reasons, and acknowledges such variations.

12.1.7 Service includes those components shown on Appendix A which is incorporated herein by reference.

12.1.8 The specific types of equipment covered under this agreement are as listed in Appendix B, also herein incorporated.

13 MISCELLANEOUS:

13.1 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:	<u>Dennie N. Craddock</u>
Telephone Number:	<u>304-757-3314</u>
Fax Number:	<u>304-757-3316</u>
Email Address:	<u>dcraddock@suddenlinkmail.com</u>

REQUEST FOR QUOTATION
CRFQ –DPS1500000010 HVAC Corrective Maintenance Services

13.2 Telephone Service:

13.2.1 The vendor shall maintain continuous telephone service by which he can be reached 24 hours a day, seven days a week. Sundays and Holidays are included.

13.2.2 The owner shall provide the vendor with the phone numbers for the location where work is to be performed, and any other phone numbers that may allow for the necessary communications.

13.2.3 The owner's representatives are listed on Appendix B.