



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 215421

Doc Description: Addendum No. 1 - HVAC SERVICE - Troop Locations

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-19	2016-09-29 13:30:00	CRFQ 0612 DPS1700000002	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:

Perfection Group  
 102 Roxalana Business Park  
 Dunbar, WV 25064  
 304-373-7246

09/29/16 09:05:24  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

*Tara B. Lyle*

FEIN #

31-1067245

DATE

9/26/16

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

**ADDITIONAL INFORMATION:**

Addendum No. 1 - Sign-in sheets from mandatory pre-bid meeting attached. The bid opening remains on 09/29/2016 at 1:30 pm. See attached pages.

Please note: Online bid responses are prohibited for this CRFQ. All bids must be submitted in paper format by the bid opening date.

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 Services at Troop locations throughout State of WV	0.00000	JOB	<i>See attached</i>	

Comm Code	Manufacturer	Specification	Model #
72151200			

**Extended Description :**  
See attached pricing pages.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 am	2016-09-13
2	Technical question deadline by 4:00 pm	2016-09-19

<b>DPS1700000002</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum No. 1 - HVAC SERVICE - Troop Locations	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ – DPS1700000002**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ DPS1700000002 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Sign-in sheets from mandatory pre-bid meeting held on 9/13/16 attached.
2. The bid opening remains on 09/29/2016 at 1:30 pm.
3. Please note – Online bid responses are prohibited for this CRFQ. All bids must be submitted in paper format by the bid opening date and time.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Troops

SIGN IN SHEET

Request for Proposal No. DPS 17#2

PLEASE PRINT

Date: 9/13/16

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>RIVNEY DIGITAL SYSTEMS LTD</u> Rep: <u>DENNIE CRADDOCK</u> Email Address: <u>dcraddock@suddenlinkmail.com</u>	<u>1069 EAST HIGHLAND DR</u> <u>HURRICANE WV 25526</u>	PHONE <u>304-757-3314</u> TOLL FREE FAX <u>304-757-3316</u>
Company: <u>H.E. NEUMANN CO.</u> Rep: <u>PATRICK O'NEILL</u> Email Address: <u>PO'Neill@HENEUMANN.COM</u>	<u>1410 6TH AVE.</u> <u>CHARLESTON, WV. 25312</u>	PHONE <u>304-650-6972</u> TOLL FREE <u>304-232-3040</u> FAX
Company: <u>Tri-State Roofing &amp; Sheet Metal</u> Rep: <u>Mike Crouch</u> Email Address: <u>Mcrouch@tri-stateservice.com</u>	<u>321 Harris Dr.</u> <u>Poca WV 25159</u>	PHONE <u>304-255-8135</u> TOLL FREE FAX
Company: <u>Cemco Business Services</u> Rep: <u>LEE BROWN</u> Email Address: <u>lbrown@cemcowv.com</u>	<u>2336 VERGENZA AVE</u> <u>HURRICANE, WV 25526</u>	PHONE <u>304-562-7705</u> TOLL FREE FAX <u>304-397-4178</u>
Company: <u>Casto Technical</u> Rep: <u>Ted Cline</u> Email Address: <u>TCline@Castotech.com</u>	<u>540 Leon Sullivan Way</u> <u>Char WV</u>	PHONE <u>304 346 0547</u> TOLL FREE FAX <u>304 346 8920</u>

**SIGN IN SHEET**

Page 3 of 3

Request for Proposal No. DPS 17x2

PLEASE PRINT

Date: 9/13/16

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Alpha Mechanical</u>	<u>401 27th Street</u>	PHONE <u>304-550-5289</u>
Rep: <u>John Jennings</u>	<u>Dunbar, WV 25064</u>	TOLL FREE <u>800-212-6324</u>
Email Address: <u>john.jennings@alpha-service.com</u>		FAX <u>502-400-4958</u>
Company: <u>Perfection Group</u>	<u>102 Roxalana Business Park</u>	PHONE <u>304-373-7246</u>
Rep: <u>Traci B. Ray</u>	<u>Dunbar, WV 25004</u>	TOLL FREE
Email Address: <u>tray@perfectiongroup.com</u>		FAX <u>855-879-8051</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

Request for Proposal No. DPS17\*2

**SIGN IN SHEET**

PLEASE PRINT

Page 2 of 3

Date: 9/13/10

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Davis Plbs: Heating LLC</u> Rep: <u>Max Chevalier</u> Email Address: <u>davisplumbingheatingllc@gmail.com</u>	<u>27 Ten Mile Rd</u> <u>Belington WV 26250</u>	PHONE <u>304-823-3479</u> TOLL FREE FAX <u>304-823-3403</u>
Company: <u>Mason &amp; Barry, Inc</u> Rep: <u>Terry Vaughan</u> Email Address: <u>tvaughan@masonbarry.com</u>	<u>301 Smiley Dr</u> <u>St Albans WV 25177</u>	PHONE <u>304-755-0781</u> TOLL FREE FAX <u>304-755-4010</u>
Company: <u>Charleston Trane</u> Rep: <u>Joe Linville</u> Email Address: <u>Joe.Linville@rco.com</u>	<u>2570-A Pennsylvania Ave</u> <u>Charleston WV 25302</u>	PHONE <u>304 348-2815</u> TOLL FREE FAX <u>304 348 2810</u>
Company: <u>DSO mechanical</u> Rep: <u>Derrick Dunlap</u> Email Address: <u>DDunlap@DSomech.com</u>	<u>515 3rd Avenue</u> <u>South Charleston WV 25309</u>	PHONE <u>304 744-8479</u> TOLL FREE FAX <u>304 744 8491</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DPS1700000002**

**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.

Perfection Group  
Company  
Wacii B. Ray  
Authorized Signature  
9/26/16  
Date

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





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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 215421

Doc Description: HVAC SERVICE - Troop Locations

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-02	2016-09-29 13:30:00	CRFQ 0612 DPS1700000002	1

**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:

*Perfection Group*  
*102 Roxalana Business Park*  
*Dunbar, WV 25064*  
*304-373-7246*

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

*Tara Lyle*

FEIN #

*31-1067245*

DATE

*9/26/16*

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

**ADDITIONAL INFORMATION**

The WV Purchasing Division for the agency, WV State Police, is soliciting bids for an open-end contract to provide HVAC corrective and emergency service maintenance for multiple buildings in various locations of the State (Troops 1 through 6), per the attached specifications.

There will be a mandatory pre-bid meeting held on 09/13/2016 at 10:00 am at the WV State Police Headquarters located at 4124 Kanawha Turnpike South Charleston, WV 25309.

Please note: Online bid responses are prohibited for this CRFQ. All bids must be submitted in paper format by the bid opening date.

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 Services at Troop locations throughout State of WV	0.00000	JOB	<i>see attached pricing</i>	

Comm Code	Manufacturer	Specification	Model #
72151200			

**Extended Description :**  
See attached pricing pages.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00 am	2016-09-13
2	Technical question deadline by 4:00 pm	2016-09-19

DPS1700000002	<b>Document Phase</b> Final	<b>Document Description</b> HVAC SERVICE - Troop Locations	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

WV State Police Headquarters  
4124 Kanawha Turnpike  
South Charleston, WV 25309

September 13, 2016 at 10:00 am

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 19, 2016 by 4:00 pm

Submit Questions to: Tara Lyle  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Tara.L.Lyle@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus <sup>n/a</sup> convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **September 29, 2016 at 1:30 pm**

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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



## **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. "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 \_\_\_\_\_ upon 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 3 (three) 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. 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 a 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 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 \$1,000,000.00  
\_\_\_\_\_ 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.

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

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

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

**17. 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.

**18. 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 § 148-1-6.1.e.

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

**20. 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.

**21. 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 laws, regulations, and ordinances.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**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. 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.



**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, 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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](mailto: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;
- 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:

Perfection Group

Contractor's License No.

WV022601

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.

**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.

Traci B. Ray, Business Development Rep  
(Name, Title)  
Traci B Ray, Business Development Rep  
(Printed Name and Title)  
102 Royalana Business Park Dunbar WV 28004  
(Address)  
304-373-7246 / 855-879-8051  
(Phone Number) / (Fax Number)  
tray@perfectiongroup.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.

Perfection Group  
(Company)  
Traci B. Ray / Traci B. Ray / Business Development Rep  
(Authorized Signature) (Representative Name, Title)  
Traci B. Ray / Business Development Rep  
(Printed Name and Title of Authorized Representative)  
9/26/16  
(Date)  
304-373-7246 / 855-879-8051  
(Phone Number) (Fax Number)



**REQUEST FOR QUOTATION  
CRFQ DPS170000002  
HVAC Service for troop locations**

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**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 Agreement, 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

Facilities at the WV State Police Headquarters and WV State Police Academy shall be excluded from this contract.

- 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 Appendix C.

**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.

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**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.

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**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)

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**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, a percentage markup, the total labor cost, the total parts cost, and the total cost. 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.

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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.

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

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
<u>\$ 50</u>	x	<u>200</u>	=	<u>\$ 10,000</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
<u>\$ 10,000.00</u>	x	<u>1.20</u>	=	<u>\$ 12,000</u>
		Total Cost		<u>\$ 22,000</u>

**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.

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**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 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.

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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.

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.

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**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: Traci B. Ray  
Telephone Number: 304-373-7246  
Fax Number: 855-879-8051  
Email Address: tray@perfectiongroup.com

**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.



## APPENDIX A

### **COVERED BY THIS AGREEMENT**

- Accumulators
- Air conditioning compressors
- Air filters (except when provided by owner)
- Automatic Controls
- Bearings and Blocks
- Belts
- Belt drives
- Burners
- Capacity and safety devices which control equipment units capacitors and start capacitors
- Condensate pumps
- Condenser coil repair if possible
- Condenser coil replacement, labor only
- Condenser fan blades
- Contractor and contractor coils
- Control wiring
- Crankcase heaters direct
- Digital controls direct
- Expansion valves driers
- Electric motors
- Electric starters
- Electrodes
- Evaporator coil repair, if possible
- Evaporator coil replacement, labor only
- Gas valves
- Hand valves
- Hot gas bypass valves
- Igniter assemblies
- Impellers
- Interconnecting refrigerant piping, fittings, solder and insulation interconnecting steam and condensate piping
- Pressure controls
- Pulleys
- Refrigerant gases
- Refrigeration oils
- Relays
- Reversing valves
- Safety thermostats
- Shafts
- Sheaves
- Solenoids
- Solenoid valves

- Solid state printed circuit boards
- Steam traps including thematic types
- Switches
- Temperature controls, electronic and pneumatic
- Thermostats
- Timers used to control night setback
- Unit heaters
- Unit internal power wiring
- Valves (any other)
- Water testing and analysis
- Water treatment feed system
- Water treatments

\*\*\*\*\***END OF APPENDIX A**\*\*\*\*\*

## APPENDIX B

Locations of covered facilities:

**TROOP 1 HEADQUARTERS**  
**1085 SOUTH PIKE STREET**  
**SHINNSTON, WEST VIRGINIA 26431-9746**  
**OFFICE 592-1101/624-7573 FAX 592-5806**

**BRIDGEPORT**  
2350 MURPHYS RUN ROAD  
BRIDGEPORT, WV 26330-7046  
(627-2300) (FAX 627-2105)

**FAIRMONT**  
1083 COUNTRY CLUB ROAD  
FAIRMONT, WV 26554-2314  
(367-2701) (FAX 367-2759)

**GRAFTON**  
45 MILL STREET  
GRAFTON, WV 26354-8237  
(265-6101) (FAX 265-6102)

**HUNDRED**  
P. O. BOX 145  
HUNDRED, WV 26575-0145  
(775-4488) (FAX 775-4498)

**KINGWOOD**  
50 JT BRAMMER LANE  
KINGWOOD WV 26537-1537  
(329-1101) (FAX 329-6480)

**MORGANTOWN**  
3453 MONONGAHELA BOULEVARD  
MORGANTOWN, WV, 26505-3044  
(285-3200) (FAX 285-3183)

**MOUNDSVILLE**  
1700 S. LAFAYETTE AVE.  
MOUNDSVILLE, WV 26041-2349  
(843-4100) (FAX 843-4065)

**NEW CUMBERLAND**  
32 ROCKYSIDE ROAD  
NEW CUMBERLAND, WV 26047-0321  
(564-3854 564-3668) (FAX 564-5615)

**PADEN CITY**  
7223 VETERANS HIGHWAY  
NEW MARTINSVILLE, WV 26155  
(455-0913) (FAX 455-0929)

**WELLSBURG**  
1315 COMMERCE ST  
WELLSBURG, WV 26070-1318  
(737-3671, 737-0884) FAX (737-0890)

**WEST UNION**  
2 LOIS LANE  
GREENWOOD, WV 26415  
(873-2101) (FAX 873-2129)

**WHEELING**  
2600 EOFF STREET  
WHEELING, WV 26003-4016  
(238-1100) (FAX 238-1081)

**TROOP 2 HEADQUARTERS  
409 INDUSTRIAL BOULEVARD  
KEARNEYSVILLE, WEST VIRGINIA 25430-2779  
OFFICE 724-7986 FAX 728-6001**

**BERKELEY SPRINGS**  
1750 VALLEY RD.  
BERKELEY SPRINGS, WV 25411-4804  
(258-0000) (FAX 258-2117)

**CHARLES TOWN**  
409 INDUSTRIAL BOULEVARD  
KEARNEYSVILLE, WV 25430-2779  
(725-9779) (FAX 728-1136)

**KEYSER**  
7300 FORT ASHBY ROAD  
KEYSER, WV 26726  
(788-1101) (FAX 788-1249)

**MARTINSBURG**  
14 TROOPER DRIVE  
MARTINSBURG, WV 25404-3798  
(267-0001) (FAX 267-0003)

**MOOREFIELD**  
5153 US 220 SOUTH  
MOOREFIELD, WV 26836  
(257-1411/538-2925) (FAX 538-7754)

**ROMNEY**  
525 DEPOT ST.  
ROMNEY, WV 26757-1300  
(822-3562) (FAX 822-7844)

**TROOP 3 HEADQUARTERS  
5190 BEVERLY PIKE  
BEVERLY WV 26253  
OFFICE 637-0275 FAX 637-0284**

**BUCKHANNON**  
20 B-U DR.  
BUCKHANNON, WV 26201  
(473-4200) (FAX 473-4201)

**FRANKLIN**  
P. O. BOX 278  
FRANKLIN, WV 26807-0278  
(358-2200) (FAX 358-2058)

**GLENVILLE**  
4640 WV HIGHWAY 5 E  
GLENVILLE WV 26351-7624  
(462-7101) (FAX 462-8684)

**MARLINTON**  
16212 SENECA TRAIL  
BUCKEYE, WV 24924  
(799-4101) (FAX 799-4715)

**PARSONS**  
9105 SENECA TRAIL  
HAMBLETON, WV 26269  
(478-3101) (FAX 478-4177)

**PHILIPPI**  
17 BEAR RUN ROAD  
PHILIPPI, WV 26416  
(457-1101) (FAX 457-4654)

**SUTTON**  
1259 DYER HILL ROAD  
SUTTON, WV 26601  
(765-2101) (FAX 765-2919)

**WEBSTER SPRINGS**  
5525 WEBSTER ROAD  
UPPER GLADE, WV 26266  
(226-3200) (FAX 226-5761)

**WESTON**  
86 GLADY FORK ROAD  
WESTON, WV 26452  
(269-0500) (FAX 269-0431)

**TROOP 4 HEADQUARTERS** (covered under separate contract)  
**711 JEFFERSON ROAD**  
**SOUTH CHARLESTON, WEST VIRGINIA 25309-1698**  
**OFFICE 746-4840 FAX 746-4841**

**QUINCY**  
2700 E. DUPONT AVE.  
BELLE, WV 25015-1842  
(949-3136) (FAX 949-2397)

**CLAY**  
P. O. BOX 100  
IVYDALE, WV 25113  
(286-3185) (FAX 286-3187)

**ELIZABETH**  
P. O. BOX 266  
ELIZABETH, WV 26143-0266  
(275-8961) (FAX 275-0920)

**GRANTSVILLE**  
2400 SOUTH CALHOUN HIGHWAY  
GRANTSVILLE, WV 26147  
(354-6334) (FAX 354-0038)

**HARRISVILLE**  
581 FORD STREET  
HARRISVILLE, WV 26362-7000  
(643-2101) (FAX 643-4357)

**MASON COUNTY**  
11344 OHIO RIVER ROAD  
WEST COLUMBIA, WV 25287  
(675-0850) (FAX 675-0851)

**PARKERSBURG**  
3828 STAUNTON TURNPIKE  
PARKERSBURG, WV 26104  
(420-4600) (FAX 420-4601)

**RIPLEY**  
1700 RIPLEY ROAD  
RIPLEY, WV 25271  
(372-7850) (FAX 372-7891)

**ST. MARYS**  
1313 SECOND STREET  
ST. MARYS, WV 26170-1252  
(684-7101) (FAX 684-7136)

**SPENCER**  
100 TRIPLETT RD.  
SPENCER, WV 25276-9112  
(927-0950) (FAX 927-0972)

**WINFIELD**  
258 COURTHOUSE DRIVE, STE 10  
WINFIELD, WV 25213-7908  
(586-2000) (FAX 586-0763)

**TROOP 5 HEADQUARTERS**  
8040 OLD LOGAN ROAD  
CHAPMANVILLE, WEST VIRGINIA 25508  
OFFICE 792-7174 FAX 792-7178

**HAMLIN**  
8152 COURT AVENUE  
HAMLIN, WV 25523-1420  
(824-3101) (FAX 824-3015)

**HUNTINGTON**  
3339 U.S. RT. 60 E  
HUNTINGTON, WV 25705-2838  
(528-5555) (FAX 528-5505)

**MADISON**  
347 KENMORE DR, SUITE 2A  
DANVILLE, WV 25053-0531  
(369-7800) (FAX 369-7818)

**WAYNE**  
300 SANSOM AVENUE  
WAYNE, WV 25570  
(272-5131) (FAX 272-6539)

**WILLIAMSON**  
200 EAST THIRD AVENUE  
WILLIAMSON, WV 25661-3624  
(235-6000) (FAX 235-6002)  
GILBERT EXTENSION (664-3950)

**TROOP 6 HEADQUARTERS**  
105 PINECREST DRIVE  
BECKLEY, WEST VIRGINIA 25801-5349  
OFFICE 256-6982 FAX 256-6773

**GAULEY BRIDGE**  
10365 MIDLAND TRAIL  
GAULEY BRIDGE, WV 25085  
(779-2161) (FAX 779-2162)

**HINTON**  
HC 76, BOX 2  
HINTON, WV 25951-9403  
(466-2800) (FAX 466-2801)

**JESSE**  
P. O. BOX 10  
JESSE, WV 24849-0010  
(682-4717) (FAX 682-4706)

**LEWISBURG**  
381 GSM DRIVE  
LEWISBURG, WV 24901  
(647-7600) (FAX 647-7405)

**RAINELLE**  
354 JOHN RAINE DRIVE  
RAINELLE, WV 25962  
(438-3000) (FAX 438-3001)

**RICHWOOD**  
12 WHITE AVE  
RICHWOOD, WV 26261-1338  
(846-6510) (FAX 846-2339)

**SUMMERSVILLE**  
100 SERVICE ROAD  
SUMMERSVILLE, WV 26651-9706  
(872-0800) (FAX 872-0846)

**UNION**  
BOX 197  
UNION, WV 24983-0197  
(772-5100) (FAX 772-5151)

**OAK HILL**  
3057 MAIN STREET  
OAK HILL, WV 25901-6175  
(469-2915) (FAX 465-8043)

**PRINCETON**  
910 OAKVALE RD.  
PRINCETON, WV 24740  
(425-2101) (FAX 425-7667)

**WELCH**  
850 VIRGINIA AVENUE  
WELCH, WV 24801-2352  
(436-2101) (FAX 436-8014)

**WHITESVILLE**  
P.O. BOX 443  
SYLVESTER WV 25193  
(854-0101) (FAX 854-0871)

CRMQ DPS 16\*11 HVAC SERVICE

Troop 1: Hancock, Brooke, Ohio, Marshall, Wetzel, Tyler, Doddridge, Harrison, Taylor, Marion Monogalia, and Preston counties.

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
<b>BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.</b>				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 80.00	\$ 800.00
8.1.2	HVAC SERVICE - HELPER	10	\$ 65.00	\$ 650.00
8.1.3	HVAC SERVICE - LABORER	10	\$ 65.00	\$ 650.00
<b>OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.</b>				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 120.00	\$ 1200.00
8.1.5	HVAC SERVICE - HELPER	10	\$ 97.50	\$ 975.00
8.1.6	HVAC SERVICE - LABORER	10	\$ 97.50	\$ 975.00
<b>HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared a national holiday).</b>				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 160.00	\$ 800.00
8.1.8	HVAC SERVICE - HELPER	5	\$ 130.00	\$ 650.00
8.1.9	HVAC SERVICE - LABORER	5	\$ 130.00	\$ 650.00
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 65.00	\$ 65.00
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP=25%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP=25%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
<b>TROOP 1 OVERALL COST</b>				\$ 13,665.00

**Bidder/Vendor Information:**

Name: Perfection Group  
 Address: 102 Roxalana Business Park  
Dunbar, WV 25004  
 Phone No.: 304-373-7246  
 Fax No.: 855-879-8051  
 Email Address: tray@perfectiongroup.com  
 Authorized Signature: [Signature]

\*Quantities are estimated annual usage for bidding purposes and bidder's information.  
 Failure to use this form may result in disqualification



CRMQ DPS 16\*11 HVAC SERVICE

Troop 2: Mineral, Grant, Hampshire, Hardy, Morgan, Berkeley, and Jefferson counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
<b>BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.</b>				
B.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 80.00	\$ 800.00
B.1.2	HVAC SERVICE - HELPER	10	\$ 65.00	\$ 650.00
B.1.3	HVAC SERVICE - LABORER	10	\$ 65.00	\$ 650.00
<b>OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.</b>				
B.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 120.00	\$ 1200.00
B.1.5	HVAC SERVICE - HELPER	10	\$ 97.50	\$ 975.00
B.1.6	HVAC SERVICE - LABORER	10	\$ 97.50	\$ 975.00
<b>HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).</b>				
B.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 160.00	\$ 800.00
B.1.8	HVAC SERVICE - HELPER	5	\$ 130.00	\$ 650.00
B.1.9	HVAC SERVICE - LABORER	5	\$ 130.00	\$ 650.00
B.1.10	HVAC SERVICE - Truck Charge	1	\$ 65.00	\$ 65.00
B.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP=25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
B.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP=25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
			<b>TROOP 2 OVERALL COST</b>	\$ 13665.00

Bidder/Vendor Information:

Name: Perfection Group  
 Address: 102 Roxalana Business Park  
Dunbar WV 25004  
 Phone No.: 304-373-7240  
 Fax No.: 855-879-8051  
 Email Address: traye@perfectiongroup.com  
 Authorized Signature: [Signature]

\*Quantities are estimated annual usage for bidding purposes and bidder's information.  
 Failure to use this form may result in disqualification

CRMQ DPS 16\*11 HVAC SERVICE

Troop 3: Barbour, Lewis, Upshur, Gilmer, Braxton, Webster, Pocahontas, Randolph, Tucker, and Pendleton counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
<b>BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.</b>				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 80.00	\$ 800.00
8.1.2	HVAC SERVICE - HELPER	10	\$ 65.00	\$ 650.00
8.1.3	HVAC SERVICE - LABORER	10	\$ 65.00	\$ 650.00
<b>OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.</b>				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 120.00	\$ 1200.00
8.1.5	HVAC SERVICE - HELPER	10	\$ 97.50	\$ 975.00
8.1.6	HVAC SERVICE - LABORER	10	\$ 97.50	\$ 975.00
<b>HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).</b>				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 160.00	\$ 800.00
8.1.8	HVAC SERVICE - HELPER	5	\$ 130.00	\$ 650.00
8.1.9	HVAC SERVICE - LABORER	5	\$ 130.00	\$ 650.00
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 105.00	\$ 105.00
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP=25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP=25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
<b>TROOP 3 OVERALL COST</b>				\$ 13,665.00

**Bidder/Vendor Information:**

Name: Perfection Group

Address: 102 Roxalana Business Park  
Dunbar, WV 25024

Phone No.: 304-373-7246

Fax No.: 855-879-8051

Email Address: tray@perfectiongroup.com

Authorized Signature: Conci B. Ray

\*Quantities are estimated annual usage for bidding purposes and bidder's information.  
Failure to use this form may result in disqualification

CRMQ DPS 16\*11 HVAC SERVICE

Troop 4: Pleasants, Wood, Wirt, Richie, Roane, Calhoun, Clay, Kanawha, Jackson, Mason and Putnam counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
<b>BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.</b>				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 80.00	\$ 800.00
8.1.2	HVAC SERVICE - HELPER	10	\$ 65.00	\$ 650.00
8.1.3	HVAC SERVICE - LABORER	10	\$ 65.00	\$ 650.00
<b>OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.</b>				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 120.00	\$ 1200.00
8.1.5	HVAC SERVICE - HELPER	10	\$ 97.50	\$ 975.00
8.1.6	HVAC SERVICE - LABORER	10	\$ 97.50	\$ 975.00
<b>HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared a national holiday).</b>				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 160.00	\$ 800.00
8.1.8	HVAC SERVICE - HELPER	5	\$ 130.00	\$ 650.00
8.1.9	HVAC SERVICE - LABORER	5	\$ 130.00	\$ 650.00
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 65.00	\$ 65.00
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY	\$2,500	PERCENTAGE MARKUP= 25 % TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT	\$2,500	PERCENTAGE MARKUP= 25 % TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
<b>TROOP 4 OVERALL COST</b>				\$ 13,665.00

**Bidder/Vendor Information:**

Name: Perfection Group

Address: 102 Roxalana Business Park  
Dunbar WV 25004

Phone No.: 304-373-7246

Fax No.: 855-879-8051

Email Address: tray@perfectiongroup.com

Authorized Signature: (Signature)

\*Quantities are estimated annual usage for bidding purposes and bidder's information. Failure to use this form may result in disqualification

CRMQ DPS 16\*11 HVAC SERVICE

Troop 5: Cabell, Wayne, Lincoln, Boone, Logan and Mingo counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
<b>BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.</b>				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 80.00	\$ 800.00
8.1.2	HVAC SERVICE - HELPER	10	\$ 65.00	\$ 650.00
8.1.3	HVAC SERVICE - LABORER	10	\$ 65.00	\$ 650.00
<b>OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.</b>				
8.1.4	HVAC SERVICE - TECHNICIAN	10	\$ 120.00	\$ 1200.00
8.1.5	HVAC SERVICE - HELPER	10	\$ 97.50	\$ 975.00
8.1.6	HVAC SERVICE - LABORER	10	\$ 97.50	\$ 975.00
<b>HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared a national holiday).</b>				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 160.00	\$ 800.00
8.1.8	HVAC SERVICE - HELPER	5	\$ 130.00	\$ 650.00
8.1.9	HVAC SERVICE - LABORER	5	\$ 130.00	\$ 650.00
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 65.00	\$ 65.00
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP= 25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP= 25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
<b>TROOP 5 OVERALL COST</b>				\$ 13,665.00

**Bidder/Vendor Information:**

Name: Perfection Group  
 Address: 102 Rexalana Business Park  
Dunbar, WV 25004  
 Phone No.: 304-273-7246  
 Fax No.: 855-679-8051  
 Email Address: trave.perfectiongroup.com  
 Authorized Signature: [Signature]

\*Quantities are estimated annual usage for bidding purposes and bidder's information.  
 Failure to use this form may result in disqualification

CRMQ DPS 16\*11 HVAC SERVICE

Troop 6: Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Monroe, and Greenbrier counties

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
<b>BASIC HOURLY LABOR RATE: for work performed between 8:00 AM and 5:00 PM, Monday through Friday.</b>				
8.1.1	HVAC SERVICE - TECHNICIAN	10	\$ 80.00	\$ 800.00
8.1.2	HVAC SERVICE - HELPER	10	\$ 65.00	\$ 650.00
8.1.3	HVAC SERVICE - LABORER	10	\$ 65.00	\$ 650.00
<b>OVERTIME HOURLY LABOR RATE: for work performed between 5:00 PM and 8:00 AM, Monday through Friday, and on weekends.</b>				
8.1.4	HVAC SERVICE - TECHNICIAN	10	<del>80.00</del> 120.00 JPL	\$ 1200.00
8.1.5	HVAC SERVICE - HELPER	10	<del>105.00</del> 97.50 JPL	\$ 975.00
8.1.6	HVAC SERVICE - LABORER	10	\$ 97.50	\$ 975.00
<b>HOLIDAY HOURLY LABOR RATE: for work performed on special holidays (not Sundays unless the day is declared an national holiday).</b>				
8.1.7	HVAC SERVICE - TECHNICIAN	5	\$ 160.00	\$ 800.00
8.1.8	HVAC SERVICE - HELPER	5	\$ 130.00	\$ 650.00
8.1.9	HVAC SERVICE - LABORER	5	\$ 130.00	\$ 650.00
8.1.10	HVAC SERVICE - Truck Charge	1	\$ 65.00	\$ 65.00
8.1.11	PARTS PERCENTAGE MARKUP SUPPORTED AND MAINTAINED	NORMALLY \$2,500	PERCENTAGE MARKUP= 25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
8.1.12	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	NOT \$2,500	PERCENTAGE MARKUP= 25 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3125.00
<b>TROOP 6 OVERALL COST</b>				\$ 13,665.00

**Bidder/Vendor Information:**

Name: Perfection Group  
 Address: 102 Loxalana Business Park  
Dunbar, WV 25004  
 Phone No.: 304-373-7246  
 Fax No.: 855-879-8051  
 Email Address: troop@perfectiongroup.com  
 Authorized Signature: Wesley B. Ray

\*Quantities are estimated annual usage for bidding purposes and bidder's information.  
 Failure to use this form may result in disqualification



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

STATE OF WEST VIRGINIA,  
COUNTY OF Kanawha, TO-WIT:

I, Traci Ray, after being first duly sworn, depose and state as follows:

- I am an employee of Perfection Group; and,  
(Company Name)
- I do hereby attest that Perfection Group  
(Company Name)

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

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

Printed Name: Traci Ray

Signature: Traci Ray

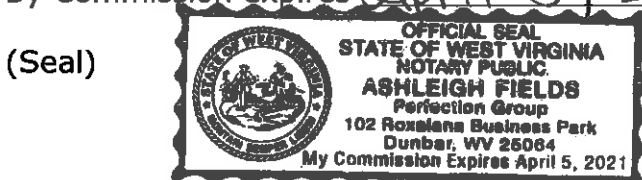
Title: business Development Rep

Company Name: Perfection Group

Date: 9/26/16

Taken, subscribed and sworn to before me this 26 day of September, 2016.

By Commission expires April 5, 2021



Ashleigh Fields  
(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.**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Perfection Group

Signed: Veraci B. Ray

Title: Business Development Rep

Date: 9/26/16

Agency \_\_\_\_\_  
REQ.P.O# DPS170000002

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Perfection Group, Inc.  
of Dunbar, West Virginia, as Principal, and The Cincinnati Insurance Company  
of Fairfield, Ohio, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Fairfield, OH, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of the Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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  
Labor Agreement for Multiple State Troop Locations of WV  
4124 Kanawha Turnpike South Charleston, WV 25309

**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 29th day of September, 20 16.

Principal Seal

Perfection Group, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or Duly Authorized Agent)  
W. JOHN ALBRECHT JR.  
(Title) President

Surety Seal

The Cincinnati Insurance Company  
(Name of Surety)  
[Signature]  
Patricia L. Hehman, 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.**



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Thomas R. Dietz; Robert E. Gigax, Jr.; Patricia L. Hehman; Cassandra J. Krumpelman; Phyllis T. Neal; Shelly M. Martin and/or Christina A. Arvizu

of Cincinnati, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 29th day of September 2016



Gregory J. Schlemmer
Secretary

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 exceed 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: Perfection Group

Authorized Signature: Ulani B. Ray Date: 9/24/16

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of September, 2016.

My Commission expires April 5, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Ashleigh Fields

*Purchasing Affidavit (Revised 08/01/2015)*

