



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: 387008

Doc Description: ON-CALL ELECTRICAL MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-29	2017-12-14 13:30:00	CRFQ 0705 LOT1800000009	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:

City Electric Company
 1219 Pennsylvania Ave.
 Charleston, WV 25302
 304-345-6150

12/14/17 13:03:43
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN # 55-0608144

DATE

12/14/17

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract for Electrical maintenance services per the Specifications and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STANDARD LABOR RATE-CHARLESTON	100.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL SERVICE STANDARD LABOR RATE CHARLESTON, WV

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	STANDARD LABOR RATE-BRIDGEPORT	100.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL SERVICE STANDARD LABOR RATE BRIDGEPORT, WV

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	OVER TIME LABOR RATE--BRIDGEPORT	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL SERVICE
OVER TIME LABOR RATE BRIDGEPORT, WV

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	OVER TIME LABOR RATE--CHARLESTON	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL SERVICE
OVER TIME LABOR RATE CHARLESTON, WV

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	OVER TIME LABOR RATE--HOLIDAYS & SUNDAYS	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL SERVICE
OVER TIME LABOR RATE
HOLIDAYS & SUNDAYS CHARLESTON, WV

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	OVER TIME LABOR RATE-HOLIDAYS & SUNDAYS	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL SERVICE
OVER TIME LABOR RATE
HOLIDAYS & SUNDAYS BRIDGEPORT, WV

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ELECTRICAL PARTS PERCENTAGE MARK-UP				

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description :
ELECTRICAL PARTS PERCENTAGE MARK-UP

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:

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: December 7, 2017 at 9:00 AM (EST)

Submit Questions to: Michelle Childers
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Michelle.L.Childers@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 or 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 _____ 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: December 14, 2017 at 1:30 PM (EST)

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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: Initial Contract Term: This Contract becomes effective on 2/15/2018 and extends for a period of 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached _____

4. 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 _____. 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section 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.

Electrical 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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$500,000.00

Automobile Liability Insurance in at least an amount of: \$100,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of:

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. 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.
- 31. 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>.

32. 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.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.c, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

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

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

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: City Electric Company

Contractor's License No.: WV- WV007721

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

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

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

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

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

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

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

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

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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the 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.

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

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

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

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

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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.

Chris Myres VP
(Name, Title)
Chris Myres, Vice President
(Printed Name and Title)
1219 Pennsylvania Ave. Charleston, WV 25302
(Address)
304-345-6150 304-345-6151
(Phone Number) / (Fax Number)
cmyres@cityelectricwv.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.

City Electric Company
(Company)
Chris Myres CHRIS MYRES VP
(Authorized Signature) (Representative Name, Title)

Chris Myres, Vice President
(Printed Name and Title of Authorized Representative)

12/14/17
(Date)

304-345-6150, 304-345-6151
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
On-Call Electrical Maintenance**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract for Electrical maintenance services twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365) to include materials, parts, and labor for the Lottery Headquarters located at 900 Pennsylvania Avenue, Charleston, West Virginia and also the Lottery back-up site located at Bridgeport, WV. The contract will be for one year with three one-year renewal options. This shall be a labor and materials contract and guided by the rates quoted on the pricing page. The work shall primarily be for the emergency repair, routine repair and preventative maintenance and expansion of existing electrical systems.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

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

2.1 **“Construction Services”** means an open-end contract for Electrical maintenance services twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365) to include materials, parts, and labor as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.5 **“Electrical Maintenance”** means work performed on an as-requested basis to correct a malfunction or failure in the Electrical System, and any necessary inspection or testing to identify a problem or ensure that a problem has been resolved

2.6 **“Electrical System”** means all equipment, wiring, and other components associated with electrical distribution throughout the building, the warehouse, and the parking garage.

2.7 **“Overtime”** means hours worked outside of WV Lottery regular business hours. (WV Lottery regular business hours are Monday – Friday, 7:00am – 5:00pm)

**REQUEST FOR QUOTATION
On-Call Electrical Maintenance**

- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 Vendor must have a minimum of five (5) years of experience in fully maintaining electrical systems in commercial high-rise buildings and be certified as an electrician. Vendor should provide a copy of the certification.

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.

3.2 Training: Vendor shall be trained and/or certified to provide Electrical Maintenance on the equipment located at the Lottery's facilities.

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

3.3.1 West Virginia Journeyman Wireman Electrical Certification. Apprentices must be enrolled in a certified apprenticeship program.

3.3.2 WV Contractor's License

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

- 4 PERFORMANCE REQUIREMENTS:** Vendor shall provide Lottery with On Call Electrical Maintenance services twenty-four hours per day, seven days per week, three hundred sixty-five days per year on an open-end and continuing basis as outlined in this Contract.

4.1 Electrical Maintenance

4.1.1 Vendor shall provide On Call Electrical Maintenance services in accordance with manufacturer's recommendations and specifications at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

- 4.1.2** Vendor shall furnish all equipment, tools, and parts necessary in the performance of this contract. Equipment and tools will be provided by the Vendor at no cost to the Lottery.
- 4.1.3** Vendor shall provide non-reusable materials used in the scope of work under this Contract at no cost to the Lottery. Such items may include, but are not limited to, grease, cleaning supplies, rags, electrical tape, etc.
- 4.1.4** Vendor shall be responsible for replacement of materials such as ceiling grid and tiles should they become soiled or damaged by Vendor. Lottery will make final determination whether to clean or replace on a case-by-case basis.
- 4.1.5** Vendor may only remove part or all of the Electrical System from service for a period of 24 hours or more with permission from the Lottery.
- 4.1.6** Vendor shall maintain an emergency telephone service twenty-four hours per day, seven days per week, three hundred sixty-five days per year (24/7/365) Vendor shall establish a call down list or other procedure that will insure the quickest possible response time.
- 4.1.7** Vendor shall not perform any work under this contract without prior approval from Lottery.
- 4.1.8** The Lottery requires and will perform a criminal background investigation for each employee, as well as the employees of all subcontractors, who will be required to enter the State of West Virginia office buildings as part of the project. The Lottery will not allow any vendor or subcontractor access to the building until the background investigations are complete.
- 4.1.9** Vendor's work shall be in strict accordance with the requirements of any and all City, County, State or Federal codes of law having jurisdiction, including all amendments and/or additions to the said codes, laws, requirements, and recommendations, the requirements and recommendations of local utility, the Lottery, and the Standard Building Code (SBC) and the Southern Building Code Congress International (SBCCI).
- 4.1.10** Vendor shall provide required materials/parts for Electrical Maintenance at cost plus the proposed percentage mark-up on the Exhibit A Pricing Page. Copies of invoices for required materials/parts shall be submitted with the Vendor's invoice and request for reimbursement.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

- 4.1.11** Vendor shall possess such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this representation.
- 4.1.12** Emergency service shall be performed when called. Emergency service must be available 365 days per year, 24 hours per day, 7 days per week.
- 4.1.13** All damages to existing facilities caused by the Vendor or the Vendor's employees or agents shall be repaired or replaced at the Vendor's expense. All damages caused by the vendor's action or inaction shall also be the vendor's responsibility.
- 4.1.14** Vendor agrees to perform all work outlined in this agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA safety orders at all times to protect all persons including vendor's employees, agents of the Lottery, vendors, members of the public or others from foreseeable injury, or damage to their property.
- 4.1.15** It shall be the vendor's responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Lottery shall be notified immediately of any unsafe condition that requires major correction.
- 4.1.16** Vendor shall take appropriate action under this contract concerning any of its employees, whose conduct or activity shall, in the reasonable exercise or discretion by the Lottery, be deemed detrimental to the interest of the public patronizing the premises. Vendor shall take such appropriate action within a reasonable time following notice from the Lottery.
- 4.1.17** The Lottery reserves the right to request removal of any employee, should such action be considered necessary by the Lottery.
- 4.1.18** Vendor shall furnish, at vendor's expense, the supervision required to ensure the necessary management of his/her personnel and the functions involved in the specifications, as required by the Lottery.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

- 4.1.19** Vendor shall not interfere with the public use of the premises and shall conduct operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.
- 4.1.20** Vendor shall warrant that only the best workmanship and materials shall be employed in the performance of services for the Lottery and if, within a period of one (1) year from the date of acceptance by the Lottery, such work or supplies or any portion thereof are found to be defective or faulty due to imperfect or bad workmanship or material, the Vendor agrees to replace such defective supplies and correct such defective work without expense to the Lottery.
- 4.1.21** Vendor shall have experience and expertise in maintenance, repair and installation of 208/120V and 480/277 Volt 3 phase electrical systems and associated components, fiber optic/voice data, CCTV, and Security systems. Vendor shall also have experience and expertise related to Data Center electrical installations and upgrades, enterprise Emergency Generator and UPS electrical installations. Maintenance and repair of the UPS and Emergency Generator systems shall be performed by others.
- 4.1.22** Electrical Maintenance performed under this Contract does not include an individual project that exceeds \$25,000 in total value (including both parts and labor).
- 4.2 Electrical Maintenance Facilities Contact:**
- 4.2.1** Vendor shall respond to service calls by phone or in person within two hours and must arrive on site to begin the work as scheduled with the Lottery.
- 4.2.2** This contract will be based on an on-call hourly fee during the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday unless the work will cause disruption of business activity. Work that will cause disruption of business activities during regular business hours must be performed during non-business hours and scheduled with the Lottery. Vendor shall provide a bid for weekday hourly service per hour and weekday overtime hourly rate on the attached Exhibit A Pricing Page.
- 4.2.3** Lottery may request additional hours for Emergency Service 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. Vendor shall provide a bid for hourly rate on emergency calls during weekdays on the attached Exhibit A Pricing Page.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

4.2.4 Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within 30 minutes of notification. Vendor should provide an hourly rate for emergency calls during weekends and holidays on the Exhibit A Pricing Page.

4.2.5 Vendor will provide a contract manager who will be responsible for the performance of the work. The name of this person, along with an alternate who will act for the contract manager when that person is absent, will be designated in writing to the WV Lottery Commission prior to contract start date. Vendor will provide telephone numbers for these employees.

4.3 Parts:

4.3.1 Vendor is responsible for procuring all necessary parts needed to perform Electrical Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced written approval from Lottery prior to purchasing any part in excess of \$500.00

4.3.2 All replacement parts shall be equal to or better than original manufacturer's parts.

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

5 **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

6. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

7. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

X **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

- **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

8. CONDITIONS OF THE WORK

8.1 Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

8.2 Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

8.3 Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday 7:00 A.M. to 5:00 P.M. excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

8.4 Project Closeout: Project Closeout shall include the following:

8.4.1 Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

8.4.2 Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

9. CONTRACT AWARD:

9.1 Contract Award: The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

9.2 Pricing Pages: Vendor should complete the Pricing Page by completing Vendor's cost for each service and multiplying by quantities provided which will equal the annual cost of each service. The total costs for each service will be added to determine a Total Bid Amount. Vendor should complete the **Exhibit A Cost Sheet** in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A" – Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response. Vendor must also enter their **Total Bid Amount** from **Exhibit A Cost Sheet** in the wvoasis commodity line.

If unable to respond online, Vendors must submit the completed **Exhibit "A" – Cost Sheet** in its entirety with their bids prior to the scheduled bid opening date and time.

HOURLY VENDOR RATE

Vendors should provide a single Hourly Vendor Rate to cover equipment service calls/repairs during Normal Business Hours. The Quantity of 300 hours is provided as an estimate only, used only for evaluating bids, for regular business hours. No guaranteed quantity of requested hours is assumed, provided, or implied. Vendors should multiply their bid Vendor

**REQUEST FOR QUOTATION
On-Call Electrical Maintenance**

Rate times the Quantity of 300 to calculate the Total for regular business hours on the **Exhibit A Cost Sheet**.

Vendors should provide a single Hourly Vendor Rate to cover service calls/repairs **outside normal regular weekday business hours**. The Quantity of 150 hours is provided for **weekday overtime labor rate**, Monday thru Friday, as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied. Vendors should multiply their bid weekday overtime labor rate times the Quantity of 150 to calculate the Total on the **Exhibit A Cost Sheet**.

The Quantity of **Weekend/Holiday hourly labor rate** hours is provided. No guaranteed quantity of requested hours is assumed, provided, or implied. Vendors should multiply their bid weekend/holiday overtime labor rate times the Quantity of 50 to calculate the Total on the **Exhibit A Cost Sheet**.

PARTS MARKUP

Vendors should provide a bid for their markup for parts (for which a charge is allowed per these specifications) provided. If responding on paper using the Exhibit A Pricing Page, vendors should provide the markup in terms of a decimal multiplier, as per the following example:

Example Markup bid = 15% Place decimal point in front of percentage digits to add to 1. Example multiplier would be 1.15. Vendors should then multiply the multiplier times the provided estimated Cost for parts of \$2000.00, to arrive at the Total for Parts on the Exhibit A Pricing Page. The \$2000.00 is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied.

TOTAL BID AMOUNT

Bidders should add totals from items A, B, C and D to arrive at the **“Total Bid Amount”**.

REQUEST FOR QUOTATION
On-Call Electrical Maintenance

- 10. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 11. PAYMENT:** Agency shall pay fees established on the Pricing Page, as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 12. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 13. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 13.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 13.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 13.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 13.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 13.5** Vendor shall inform all staff of Agency's security protocol and procedures.
- 14. 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: Chris Myres

**REQUEST FOR QUOTATION
On-Call Electrical Maintenance**

Telephone Number: 304-345-6150

Fax Number: 304-345-6151

Email Address: cmyres@cityelectricwv.com

**REQUEST FOR QUOTATION
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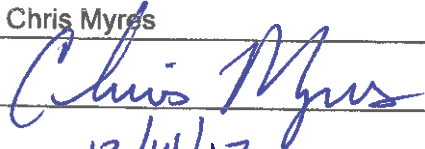
EXHIBIT A - PRICING PAGE

Standard Hourly Labor Rate for Charleston X (Monday- Friday 7:00am - 5:00pm)	Estimated Hours 100	=	Total Standard Labor Cost for Charleston
\$ 85.00	100	A	\$ 8500.00
Standard Hourly Labor Rate for White Hall X (Monday- Friday 7:00am - 5:00pm)	Estimated Hours 100	=	Total Standard Labor Cost for Bridgeport
\$ 91.00	100	B	\$ 9100.00
Charleston Overtime Hourly Labor Rate X (Monday- Friday 5:00pm - 7:00am)	Estimated Hours 50	=	
\$ 119.00	50	C	\$ 5950.00
White Hall Overtime Hourly Labor Rate X (Monday- Friday 5:00pm - 7:00am)	Estimated Hours 50	=	
\$ 130.00	50	D	\$ 6500.00
Estimated Parts Cost X	Vendor Mark up	=	Total Parts Cost
\$2000.00	15 %	E	\$ 2300.00
Charleston **Holiday and Sunday Hourly Labor Rate X	Estimated Hours		Charleston Total Holiday Labor
\$ 155.00	10	F	1550.00
Bridgeport **Holiday and Sunday Hourly Labor Rate X	Estimated Hours		Bridgeport Total Holiday Labor
\$ 170.00	10	G	1700.00
*TOTAL OF A+B+C+D+E+F+G EQUALS H	Total Bid Amount	H	\$ 35,600.00

**REQUEST FOR QUOTATION
On-Call Electrical Maintenance**

* Total Cost is calculated by adding the estimated Total Standard Labor Cost for Charleston and White Hall plus the estimated Total Overtime Labor Cost for Charleston and White Hall, and the estimated Total Parts Cost. This formula is for evaluation purposes only. The rates and mark-up quoted shall remain fixed for the term of the open end contract. Lowest quote in item "H" will be the winning bid.

** Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

PRINT NAME	Chris Myres
SIGNATURE	
DATE	12/14/17
COMPANY NAME	City Electric Company
COMPANY ADDRESS	1219 Pennsylvania Ave.
CITY, STATE, ZIP CODE	Charleston, WV 25302
PHONE	304-345-6150
FAX	304-345-6151
EMAIL ADDRESS	cmyres@cityelectricwv.com

**REQUEST FOR QUOTATION
On-Call Electrical Maintenance**

Exhibit B –LOTTERY FACILITIES

West Virginia Lottery

900 Pennsylvania Avenue

Charleston, WV 25327

14 Story Building, Warehouse and Parking Garage

And

West Virginia Lottery

64 Sterling Drive

Bridgeport, WV 26330



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
4. Failure to meet any mandatory requirement of the RFQ
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the State or Political Subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided RFQ form (only if stipulated as mandatory).



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, Chris Myres, after being first duly sworn, depose and state as follows:

1. I am an employee of City Electric Company; and,
(Company Name)
2. I do hereby attest that City Electric Company
(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: Chris Myres
 Signature: *Chris Myres*
 Title: Vice President
 Company Name: City Electric Company
 Date: 12/14/17

Taken, subscribed and sworn to before me this 14 day of December, 2020.
By Commission expires July 23, 2020

(Seal)



Kelli Myres
 (Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: City Electric Company

Authorized Signature: Chris Myers Date: 12/14/17

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of December, 2017.

My Commission expires July 23, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC Kelli Myres
Purchasing Affidavit (Revised 07/07/2017)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: _____

Address: _____

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: _____

Type or description of contract: _____

Governmental agency awarding contract: _____

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity *(attach additional pages if necessary)*:

Signature: _____ Date Signed: _____

Check here if this is a Supplemental Disclosure.

Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Electric Company
of Charleston, West Virginia, as Principal, and American Southern Insurance Company
of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of Kansas
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Three Thousand and No/100 (\$3,000.00) 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
CRFQ 0705 LOT1800000009 - On Call Electrical Maintenance

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

14th day of December, 2017

Principal Corporate Seal

City Electric Company
(Name of Principal)
By *Chin Myers*
(Must be President or Vice President)
Vice-President
(Title)

Surety Corporate Seal

American Southern Insurance Company
(Name of Surety)
David R. Brett
Attorney-in-Fact
David R. Brett

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Stanley B. Oliver, Jr. of Charlotte, North Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael K. Thompson of Atlanta, Georgia; Michael J. Brown of Cumming, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future; with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Corporate Secretary this 31st day of May, 2017.

Attest:


Melonie Coppola, Corporate Secretary

American Southern Insurance Company
By: 
Scott G. Thompson, President

On this 31st day of May, 2017, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

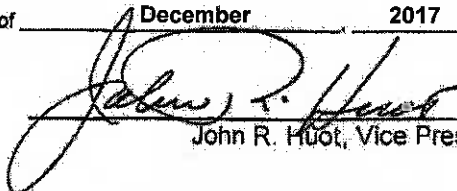
State of Georgia

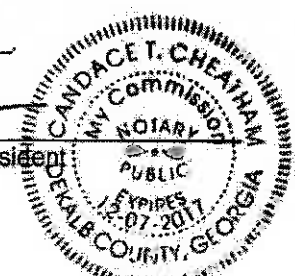

Candace T. Cheatham, Notary Public, State of Georgia
Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 14th day of December, 2017

Power No. 44011


John R. Huot, Vice President



American Southern Insurance Company
 NAIC Company Code 10235
 NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2016

ASSETS		LIABILITIES	
Bonds	\$71,664,610	Reserve for Losses and Loss Expense	\$39,750,059
Stocks	18,986,414	Reserve for Unearned Premiums	19,476,768
Cash & Short-Term Investments	6,212,103	Reserve for Expenses, Taxes, Licenses and Fees	5,398,104
Agents Balances	8,274,584	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	5,781,727	Other Liabilities	4,532,738
		Total Liabilities	\$69,430,872
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	38,488,866
		Total Policy holders' Surplus	41,488,866
Total Assets	\$110,919,738	Total Liabilities and Policyholders' Surplus	\$110,919,738

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE


The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

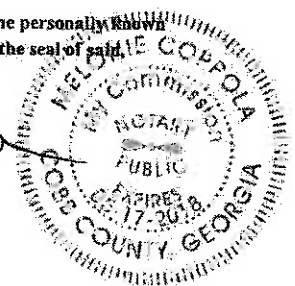

 President


 Chief Financial Officer

State of Georgia
 County of Fulton

On the 7th day of March 2017, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


 Melonie Coppola, Notary Public
 My Commission Expires, May 17, 2018



Client#: 535460

18CITYELE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806		CONTACT NAME: Janet Casto PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): 888 751-3002 E-MAIL ADDRESS: jcasto@bbandt.com	
INSURED City Electric Company P O Box 6550 Charleston, WV 25362		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Brickstreet Mutual Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24112 12372

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	TRA4289108	03/28/2017	03/28/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	TRA4289108	03/28/2017	03/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$0			TRA4289108	03/28/2017	03/28/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCB1019125 Includes Employers 23-4-2	03/28/2017	03/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER WV Lottery 900 Pennsylvania Avenue Charleston, WV 25302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Gregory T. Gordon</i>
--	--

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV007721

Classification:

ELECTRICAL
GENERAL BUILDING
MULTIFAMILY
RESIDENTIAL
SPECIALTY

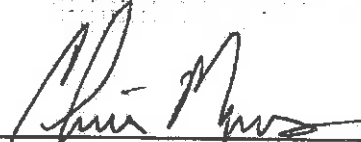
CITY ELECTRIC COMPANY
DBA CITY ELECTRIC COMPANY
PO BOX 6550
CHARLESTON, WV 25362-0550

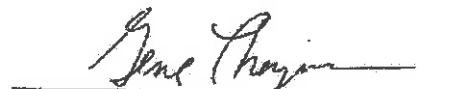
Date Issued

JANUARY 21, 2017

Expiration Date

JANUARY 21, 2018


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: City Electric Company

Vendor Telephone: 304-345-6150

Vendor Address: 1219 Pennsylvania Ave.

Vendor Fax: 304-345-6151

Charleston, WV 25302

Vendor E-Mail: cec1@cityelectricwv.com



City Electric Co.

**P.O. Box 6550, Charleston, WV 25362
Electrical Contractor**

WEST VIRGINIA CONTRACTOR LICENSE #WV007721

TELEPHONE NUMBER 304-345-6150 FAX 304-345-6151

DATE: December 13th , 2017
TO: State of WV Purchasing Dept.
RE: Certified Drug Free Workplace Report

To whom it may concern,

As requested, the average number of employees working with the public improvement project will be three employees.

Attached is proof of their recent DFWP (LEAD) cards, the written drug screening policy and a list of collection sites available for our technicians to use.

Thank you,

City Electric Company

**DRUG SCREENING
POLICY &
PROCEDURES**



City Electric Co.

P.O. Box 6550, Charleston, WV 25362
Electrical Contractors

INTRODUCTION

Effective December 1, 1992, the Trustees representing the Kanawha Valley Builders "Association" and the Charleston Building and Construction Trades Council, AFL-CIO "Council" executed an Agreement and Declaration of Trust establishing the Charleston Labor Education and Development Trust Fund (LEAD) for the purpose of adopting a training, education and research program in occupational safety and health.

On August 1, 1991, the Trustees of LEAD adopted a Policy and Procedure on Drug Screening which has been amended from time to time since such date.

The policy and procedures on Drug Screening and the Agreement and Declaration of Trust are intended to meet the requirements of Section 501 (c) (5) of the Internal Revenue Code of 1954, as amended by the Employees Retirement Income Security Act of 1974.

The signatory parties recognize that drug abuse is an illness that creates serious problems for workers, their families, the workplace and the community, that this illness acknowledges no boundaries of age, or socioeconomic status, that punishing the victim will not eradicate the problem, therefore, efforts must focus on treatment of the illness and restoration of the victim to a meaningful and productive life.

The signatory parties recognize that a cooperative and constructive effort is needed to overcome the impact of drug abuse on safety, productivity, quality of work and morale.

The signature parties also recognize the need to provide education and assistance to employees and their families; encourage the participants to receive treatment as needed; foster and encourage an environment which produces a high skill quality product that is "drug free." Therefore, in implementing the principles state above, the parties agree as follows:

The parties to this program will cooperate to accomplish a drug-free environment and a safe work place.

The policy and procedures for drug screening herein set forth shall be exclusive and the only such policy and procedures recognized by the Kanawha Valley Builders Association (Association) and other employers who may become parties hereto, and the Local Unions affiliated with the Charleston Building and Construction Trades Council (Council) who do not have a policy and procedure for drug screening recognized by the Association and Council.

The substance abuse program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988 and any subsequent amendments thereto and shall be licensed or certified, as the case may be, by the Substance Abuse and Mental Health Service Administration (SAMHSA), the College of American Pathologists and the Department of Defense and shall participate in the proficiency testing programs required by each of those respective organizations.

This policy will parallel the Federal DOT and the Drug Free Workplace Act of 1988 where possible. All urine analysis will be conducted by a SAMHSA certified laboratory.

DRUG CATEGORIES AND CUT-OFF LIMITS

Drug screening and Gas Chromatography/Mass Spectrometry (GC/MS) confirmation for nine (9) categories of drugs will be required with the following cut-off limits:

<u>Drug Class</u>	<u>Screening Cut-Off Limit (ng/ml)</u>	<u>Confirmation Cut-Off Limit (ng/ml)</u>
Amphetamines	1000	500
Barbiturates	300	200
Benzoylcegonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
Opiates (Oxycodone)	2000	2000 300
(Hydromorphone)		300
(Hydrocodone)		300
Phencyclidine (PCP)	25	25
Benzodiazepines	300	300
Methadone	300	300
Propoxyphene	300	300

Cut-off limits established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs and/or standard general industry practices.

All screening and analysis will be performed by a SAMHSA Certified Independent Testing Laboratory selected by LEAD, which meets the requirements of paragraph 3 of the Introduction. The Certified Laboratory shall be responsible for implementing the drug screening test and shall report all results to the Medical Review Officer (MRO) to perform the duties hereafter set forth.

HEMP OIL PRODUCTS

Participants should avoid the use of hemp oil and ingestion of hemp products that may be contaminated with levels of THC. The use of any of these products is not an explanation that an MRO can or will verify if a participant tests positive for THC.

VOLUNTARY ANNUAL TESTING

Annual testing will be performed on a voluntary basis. A dated Drug Free Certification Card will be issued to all participants testing negative. Record of such tests shall be maintained by the Independent Testing Laboratory. All costs, such as for collection, analysis, reporting, maintenance of records, issuing cards and notification shall be borne by LEAD for all participants covered by the appropriate collective bargaining agreement. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her times.

MANDATORY DRUG SCREENING

Participants referred to a job site where the owner requires mandatory drug screening must have a Drug Free Certification Card or secure a drug-screening test before reporting to the job sites. Securing the drug screen test shall be the participant's responsibility and shall be performed on his time. Any participant currently working on a job site without a drug-free certification card where the owner requires mandatory drug screening, must secure a drug-screening test.

DRUG SCREENING PROCEDURES

- a) The Local Union will provide the participant a chain of custody form for voluntary drug screening at an approved collection facility

All chain of custody forms contain Consent/Release of Liability verbiage that is acceptable for all testing procedures identified herein (i.e. Annual, Pre-Employment, Post Accident, Cause, Random, Other, etc.) Urine specimen will not be processed without a proper signature.

- b) A qualified health professional at the collection facility will require photo identification by all participants.
- c) The qualified health professional at the collection facility will furnish the participant affirmation that a drug screen test has been performed and is being processed. In some prearranged cases, the Employer may accept the participant's copy of the chain of custody form as a temporary confirmation that the drug test is being processed.
- d) A dated annual drug-free certification card will be issued to all participants testing negative. All positive specimens will be sent to the Medical Review Office for processing.

COLLECTION FACILITIES

In order to reduce travel and inconvenience to the participants, the LEAD office will make available a list of approved collection stations in the jurisdiction of each participating Local Union. Such lists will be distributed to all appropriate parties.

MEDICAL REVIEW OFFICER (MRO)

The Medical Review Officer shall be responsible for:

- a) Notifying the testing participant of a positive or adulterated result.
- b) Reviewing and verifying a confirmed positive or adulterated test result.
- c) Providing the testing participant with an opportunity to discuss the reasons why their test might be positive or adulterated.
- d) Reviewing the participant's medical records as provided by or at the arrangement of the tested participant as appropriate.
- e) Verifying the laboratory result.
- f) Notifying LEAD of all test results, positive and negative or adulterated, if required.
- g) Processing retest requests.
- h) Participating in return to duty decision as required.
- i) Referring participants testing "Positive" or "Adulterated" to the LEAD office upon completion of interview for follow-up.

"POSITIVE" OR "ADULTERATED" TEST RESULTS

In the case of Positive or Adulterated results of any test, the participant:

- a) Shall have the right to have the original sample independently retested by a laboratory (which must meet the qualifications of the Program as outlined in paragraph #3 of the Introduction) of their choice and at their expense within sixty (60) days. If the independent retest is negative, the participant should be allowed to begin work immediately and to be reimbursed for the cost of the independent test.
- b) Participants testing positive shall be subject to an evaluation by a Licensed Substance Abuse Professional (approved by LEAD) and based upon the evaluation said Professional will recommend to the LEAD office if the participant should be allowed to retest. If recommended to retest, the participant must obtain a chain of custody form from the LEAD office of the current price of an individual drug screen. After testing, if negative, the participant shall be issued a drug-free certification card, but shall be subject to random testing for up to a one-year period.

If after evaluation the Licensed Substance Abuse Professional recommends rehabilitation, participants may retest after he/she provides certificate of evidence from the rehabilitation program approved by LEAD.

- c) Once a participant tests positive, said participant will be barred from testing on a LEAD chain of custody form until having met the requirements as defined in the Drug Policies and Procedures.
- d) Should a participant testing positive attempt to retest on a LEAD chain of custody form without the proper consent from the LEAD office, that particular individual will be required to reimburse LEAD for the costs of any unauthorized tests.
- e) The results of unauthorized tests are invalid.
- f) The participant will be reinstated to an active status upon satisfactory completion of the requirements as designated in the Drug Policies and Procedures.

A participant shall not be entitled to retesting for a period of one year if any test is the second test within a one-year producing a positive or adulterated result.

A retest chain of custody form can only be obtained from the LEAD office. LEAD only pays for one test annually (unless test is performed under LEAD authorized random screening). Any retesting expense is borne by the participant.

ADULTERATED RESULTS

In the case of an adulterated result of any drug test (adulterated meaning to make impure by adding an improper substance to specimen) the participant will follow the same procedure of a positive result.

SUBSTITUTIONS

Any substituted specimen creating creatinine and specific gravity values that are so diminished that they are not consistent with human urine will be treated as a positive and marked as Refusal to Test unless the donor provides a valid medical explanation to the contrary.

POST ACCIDENT/REASONABLE CAUSE

A participant shall be subject to drug testing for reasonable cause for any of the following reasons:

Post Accident - Involvement in, or cause of, and incident or an accident during contractor work assignment while on Owner/Contractor premises which causes or could have caused injury to the participant or another individual or which causes or could have caused destruction or damage to Owner/Contractor property.

For purposes of this program, an accident shall be defined as:

- An event that results in a fatality
- An event that results in personal injury sufficient to require medical treatment or first aid
- An event that results in property damage
- A near miss that could have resulted in serious property damage or personal injury

Reasonable Cause/Suspicion – Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Program. The suspicion will be documented in writing prior to the release of test findings. A reasonable suspicion test may occur based on:

- Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use
- A pattern of abnormal conduct or erratic behavior
- Arrest or conviction for a drug-related offense or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking. The employee is responsible for notifying the Company, within five (5) working days of any drug-related conviction
- Information provided either by reliable and credible sources or independently corroborated regarding an employees substance use or
- Newly discovered evidence that the employee has tampered with previous drug or alcohol test

To help ascertain and justify implementation of a reasonable suspicion test, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol both. Alcohol testing will be performed only by certified breathalyzer equipment and by a trained breath alcohol technician. All initial positive breath alcohol tests shall be confirmed by an Evidentiary Breath Test (EBT) that provides a print out.

A refusal to submit to a drug/alcohol test in the event of a post-accident or reasonable cause will be considered to be a positive test result.

RANDOM DRUG TESTING

LEAD will conduct and administer random drug screening and/or breath alcohol testing on a project by project basis where contractually required by the customer/owner. Random drug screening and/or breath alcohol testing requirements and parameters will be adjusted to comply with customer/owner specifications.

Except to the extent hereinafter modified, random drug testing will be performed in accordance with and subject to the conditions, procedures and cut-off limits of LEAD's Policy and Procedure on Drug Screening previously set forth.

1. Random Testing will only be conducted on projects where the LEAD Drug-Free Certification Card is accepted.
2. Contractors or owners whose employees are to be tested will provide the LEAD office, on a monthly basis, with a list setting forth the name, social security number and craft of each of its employees.
3. From the list so submitted, the MRO (Medical Review Officer) shall select at random a group of employees to be tested. The number to be selected for drug testing shall be based on at least a twenty-five (25%) annualized number. The number to be selected for breath alcohol testing shall be based on at least a ten (10%) annualized number.
4. Random testing shall be performed at a frequency determined by LEAD and the Contractor/Owner.
5. Testing will be performed on the project site or such a convenient collection site as agreed to by Contractor and LEAD and will be conducted during working hours.
6. At the time of testing, LEAD participants shall surrender their LEAD Drug-Free Certification Card. Participants who do not have their card available must surrender such card to the Contractor within twenty-four (24) hours. Upon receipt of such card, the Contractor will immediately notify LEAD to that effect and forward the card to LEAD. Pending test results, the employee's copy of the chain of custody form will serve as a replacement for the LEAD Drug-Free Certification Card.
7. Employees who cannot submit a specimen within a reasonable time, as determined by the LEAD representative charged with collecting the specimen will be required to report to a pre-arranged site within twenty-four (24) hours and submit to the collection of a specimen. Failure to report will be considered as having refused to submit to the test.
8. Upon receipt of the test results, LEAD will provide the same to the Contractor and to the employee's union if applicable.
9. All costs directly associated with the testing will be borne by LEAD.
10. Employees testing negative will receive an updated LEAD Drug-Free Certification Card.
11. Participants in LEAD who refuse to submit to a test required hereunder or who test positive or adulterated will:
 - a. forfeit the surrendered LEAD Drug-Free Certification Card
 - b. be required to comply with LEAD's Policy and Procedure on Drug Screening in the event of a positive or adulterated test result

- c. be treated by the Contractor in accordance with the Contractor's and Project Owner's policy
- d. be required to submit to an evaluation of a Substance Abuse Professional (approved by LEAD) and if recommended to retest, the participant must obtain a chain of custody form from the LEAD office at a cost of the current price of an individual drug screen in the event said participant refuses to submit to the random drug test.

EMPLOYEE ASSISTANCE PROGRAMS

Upon request of the Medical Review Officer, Licensed Substance Abuse Professional and/or the LEAD office will assist participants testing positive to the appropriate Employee Assistance Program. However, costs of treatment shall be the responsibility of the participant, reduced to the extent of the union's respective health and welfare plan coverage, assuming eligibility.

NOTIFICATION OF ANNUAL RENEWAL

Participants with annual drug-free certification cards will be notified when they are required to renew their certification (which shall be within a 90 day period before their anniversary date). Upon notification, participants will have five (5) calendar days (to include Saturday and Sunday) within which to contact their local union for a chain of custody form and submit testing.

RECIPROCITY

The Trustees of the Charleston Labor Education and Development (LEAD) Fund are authorized to enter into Reciprocal Agreements with other Funds providing similar programs and procedures or employees in the construction industry and pursuant to any such Agreements are authorized to share the results of any individual testing positive or adulterated with such other Funds and to act upon the results transmitted by any other such Fund to this Fund as though the testing performed had been conducted under this Fund's Procedures and Policy.

DRUG-FREE WORKPLACE PROGRAMS (DFWP)

The legislature of the State of Ohio has enacted legislation commonly known as the Ohio Drug-Free Workplace, which applies to construction work being done in the State of Ohio under contracts with the State, County, townships, etc. The West Virginia Workers' Compensation Commission has also implemented a drug-free workplace. The Charleston/North Central, West Virginia LEAD program, through its Trustees, is committed to administer a program that meets the requirements imposed by both the State of Ohio and the State of West Virginia. Irrespective of any language contained herein to the contrary, the existing policy as identified herein shall be applicable to provide for participant and contractor compliance required by DFWP, LEAD reserves the right to modify the existing policy at any time without regard to the requirements imposed by the Ohio or West Virginia DFWP.

DFWP Administrator: LEAD shall serve as the exclusive administrator for bargaining unit participants/employees for all drug free workplace programs. Contractors are responsible for identifying an administrator for non-bargaining unit participants/employees and participating employee in LEAD, extends to all required levels of management. Each administrator is responsible for complying with the duties imposed by DFWP, including but not limited to, assuring participants/employees notice, education and assistance.

Participant Education: LEAD will provide at least two (2) hours of education to bargaining unit eligible participants/employees annually. The education will be provided through LEAD's medical review officer or other qualified educator. The covered topics shall include, but not limited to the details of the LEAD Policy, operational guidelines, substance abuse in the workplace, drug/alcohol effects and consequences of policy violation and assistance that is available. Contractors shall be responsible for assuring that any non-bargaining unit participants/employees are provided the required education. Supervisors must be trained prior to ordering responsible suspicion testing.

Supervisor Education Training: LEAD will provide at least four (4) hours of supervisor training to eligible participants/employees initially and at least two (2) hours annually thereafter. The training will be provided through LEAD's medical review officer or other qualified educator. The covered topics shall include, but not limited to, the recognition of a drug/alcohol problem, confronting others, reasonable suspicion drug testing and post-accident testing. Contractors shall be responsible for insuring that any non-bargaining unit participants /employees are provided the required education. Supervisors must be trained prior to ordering reasonable suspicion testing.

Employees/Participant Assisted Program: LEAD has identified REACH Employee Assistance Program at (800) 788-7322 as a local provider of drug and alcohol assistance. The administrator may provide additional providers of drug and alcohol assistance, including those providers that may discuss problems and violations of this program and/or this policy with any participant/employer. Information regarding a participant/employee status in an employee assisted program shall be confidential and limited to the Ohio DFWP administrator.

Confidentiality: Each Administrator shall protect the confidentiality of records and information. Information and test results shall not be disclosed except to persons who have a legitimate need for such information including, but not limited to, bargaining unit and employer representatives.

Law Enforcement: Violation of policy requirements by participants/members shall not be reported to law enforcement unless required by regulation, by law, as a safety precaution or where appropriate for criminal prosecution.

DEPARTMENT OF TRANSPORTATION TESTING (DOT)

Participants covered under the U.S. Department of Transportation and any of its modal administrations for mandated drug and alcohol testing will be administered separately by LEAD. Covered contractors are responsible for identifying that they are covered and the administration of jurisdiction (i.e. Research and Special Programs Administration). Additionally, contractors are responsible for identifying covered participants. LEAD shall act as contractors consortia/third party administrator as defined under 49 CFR Par 40. Covered participants and contractors are required to follow the separate LEAD DOT drug and alcohol policy, which will be provided upon notification of DOT coverage to the LEAD office.

SEVERABILITY CLAUSE

If any provision of this LEAD policy is in conflict with the laws and/or regulations of the United States, or any state in which these policies and procedures are implemented, such provision shall be superseded by such law or regulation, but all other provisions of this LEAD policy shall continue in full force and effect.

**NCIC - Nursing Corps, Inc
Consortium**

Cecil McDaniel
1898

WV-DFWP Employee Education Expires: 03/17/2018

WV-DFWP Supervisor Training Expires:

**NCIC - Nursing Corps, Inc
Consortium**

Chris Myres
6437

WV-DFWP Employee Education Expires: 10/05/2019

WV-DFWP Supervisor Training Expires:

**NCIC - Nursing Corps, Inc.
Consortium**

Sara Kell
4239

WV-DFWP Employee Education Expires: 10/05/2019

WV-DFWP Supervisor Training Expires: 10/05/2018

WEST VIRGINIA COLLECTION SITES

Company	Address	City	State	Zip	Work#
Doctors Immedicare	1810 Harper Road Suite A	Beckley	WV	25801	304-252-9211
Med Express Urgent Care	520 Beckley Crossing Shopping Ce	Beckley	WV	25801	304-252-8639
Med Express Urgent Care	1709 Harper Road	Beckley	WV	25801	304-256-3027
Primary Care Plus	124 Brookshire Lane	Beckley	WV	25801	304-255-9205
Bluefield Regional Hospital	500 Cherry Street	Bluefield	WV	24701	304-327-1572
Med Express Urgent Care	120 Medical Park Drive	Bridgeport	WV	26330	304-842-3278
Medbrook Medical Center	1370 Johnson Avenue	Bridgeport	WV	26330	304-842-7495
Beissell Marcia DC Chiropractor	15009 N Preston Hwy	Bruceeton Mills	WV	26525	304-379-7000
Ashton Medical	1097 Fledderjohn Road #1	Charleston	WV	25314	304-345-3627
Drug Testing Center of Charleston	100 Lee Street West	Charleston	WV	25302	304-344-8378
Med Express Urgent Care	1416 MacCorkle Ave SW	Charleston	WV	25303	304-744-7517
Med Express Urgent Care	4812 MacCorkle Avenue SW	Charleston	WV	25309	304-768-3627
The Physical Exams	St 201	Charleston	WV	25312	304-346-8213
MedExpress	5430 MacCorkle Ave. SE	Charleston	WV	25304	304-925-3627
Jefferson Urgent Care	84 Somerset Blvd	Charles Town	WV	25414	304-728-8533
Harrison County Health Department	116 S. 3rd Street Suite #2	Clarksburg	WV	26301	304-623-9308
Health Access	489 Washington Ave	Clarksburg	WV	26301	304-622-2708
Med Express Urgent Care	101 Emily Dr	Clarksburg	WV	26301	304-842-7186
Analabs, Inc.	196 Dayton Street	Crab Orchard	WV	25827	304-255-4821
Med Express Urgent Care	5161 Washington St W	Cross Lanes	WV	25313	304-755-5323
Davis Memorial Hospital	812 Gorman Ave	Elkins	WV	26241	304-637-3861
Elkins Express Works	1513 Harrison Ave	Elkins	WV	26241	304-637-0180
Fairmont General Hospital	1325 Locust Avenue	Fairmont	WV	26554	304-367-7171
Med Express Urgent Care	630 Fairmont Ave	Fairmont	WV	26554	304-363-6662
Occupational Hlth., Fairmont Hosp.	1325 Locust Avenue	Fairmont	WV	26554	304-367-7447
Dr Mascio	1417 Main Street	Follansbee	WV	26070	304-527-1600
Braxton Memorial Hospital	100 Hoylman Drive	Gassaway	WV	26624	304-364-5156
Reynolds Memorial Hospital	800 Wheeling Ave	Glen Dale	WV	26038	304-843-3320
Grafton City Hospital	500 Market Street	Grafton	WV	26354	304-265-0400
Green Bank Clinic	Route 28 92	Green Bank	WV	24944	304-456-4714
Little Meadow Health Center	100 Helvetia - Pickens Rd	Helvetia	WV	26224	304-924-5453
Cabell Urgent Care	2240 Fifth St. Suite 221	Huntington	WV	25701	304-525-4167

Med Express Urgent Care	3120 US Route 60	Huntington	WV	25705	304-522-3627
OccuMed	#2 Stonecrest Drive	Huntington	WV	25701	304-525-2273
Med Express Urgent Care	10 Adams Ave	Huntington	WV	25526	304-523-8838
St. Mary's Occupational Med	2820 Fifth Ave	Huntington	WV	25702	304-736-8764
Med Express Urgent Care	563 St Rt 34	Hurricane	WV	25526	304-757-5063
Teays Valley Medicine & Rehab	3761 Teays Valley Road	Hurricane	WV	25526	304-760-1180
Reliant Drug Test Solutions	3400 B Teays Valley Road	Hurricane	WV	25526	304-397-6551
Potomac Valley Hospital	100 Pin Oak Lane	Keyser	WV	26726	304-597-3500
Greenbrier Drug Lab	122 North Court Street	Lewisburg	WV	24901	304-647-1389
Med Express Urgent Care	1318 Jefferson St N. Suite A	Lewisburg	WV	24901	304-645-2164
Physicians Quick Care Plus	75 Seneca Trail Box 8	Lewisburg	WV	24901	304-647-3434
Robert C. Byrd Clinic	400 N. Jefferson St.	Lewisburg	WV	24801	304-645-3220
Logan Regional Medical Lab	405 Railroad Avenue	Logan	WV	25601	304-831-1540
Med Express Urgent Care	123 Enterprise Rd.	Logan	WV	25601	304-752-0188
Business Health Svcs-City Hosp	2000 Foundation Way Ste 2200 A	Martinsburg	WV	25401	304-264-1247
City Hospital	P.O. Box 1418	Martinsburg	WV	25402	304-264-1000
Med Express Urgent Care	83 Retail Commons Parkway	Martinsburg	WV	25403	304-264-9730
Med Express Urgent Care	1355 Edwin Miller Blvd Suite A	Martinsburg	WV	25404	304-263-6753
Dr. Turnbull	3857 Earl Core Road	Morgantown	WV	26508	304-291-3111
Med Express Urgent Care	956 Maple Drive	Morgantown	WV	26505	304-291-5805
Med Express Urgent Care	215 Don Knotts Blvd, Suite 130	Morgantown	WV	26501	304-291-3627
Monongalia General Hospital	954 Maple Drive	Morgantown	WV	26505	304-285-1494
EZ Care	260 Russell Ave	New Martinsville	WV	26155	304-398-4949
Wetzel County Hospital	3 Benjamin Drive	New Martinsville	WV	26155	304-455-8000
Oh Valley Medical Quick Care	517 36th St	Parkersburg	WV	26101	304-485-1044
Med Express Urgent Care	2832 Pike St 1	Parkersburg	WV	26101	304-489-3815
Grant Memorial Hospital	117 Hospital Dr	Petersburg	WV	26847	304-257-1026
Pleasant Valley Hospital	2520 Valley Drive	Point Pleasant	WV	25550	304-675-4340
Med Express Urgent Care	277 Greasy Ridge Road	Princeton	WV	24740	304-425-7615
Jefferson Memorial Hospital	300 South Princeton St	Ranson	WV	25438	304-728-1600
Jackson General Hospital	122 Pennell Street	Ripley	WV	25271	304-373-1578
Hampshire Memorial Hospital	549 Center Ave.	Romney	WV	26757	304-822-4561
Regional Family Medical Center	406 Nicholas St.	Rupert	WV	25984	304-717-0070
Big Spring Clinic	HC69 N. Box 23	Slatyfork	WV	26291	304-572-4410

The Physical Exams	St 201	So Charleston	WV	25303	304-346-8213
St. George Medical Center	Rt. 1, Box 208	St. George	WV	26287	304-478-3339
Summersville Multi Clinic	415 Main Street	Summersville	WV	26651	304-872-5500
Summersville Memorial Hospital	400 Fairview Heights Rd.	Summersville	WV	26651	304-872-8442
Med Express Urgent Care	1500 Grand Central Ave. Suite 115	Vienna	WV	26105	304-485-3627
Mid-Ohio Valley Occupational Health	800 Grand Central Mall Suite 4	Vienna	WV	26105	304-485-7127
Med Express Urgent Care	218 Three Springs Dr	Weirton	WV	26062	304-723-3627
Weirton Medical Center	Colliers Way	Weirton	WV	26062	304-797-6028
Wheeling Hospital/ Corporate Health	1 Medical Park Rd.	Wheeling	WV	26003	304-243-3784
Med Express Urgent Care	10 Elm Grove Crossing Mall	Wheeling	WV	26003	304-242-4228
Med Express Urgent Care	620 National Rd. Suite 300	Wheeling	WV	26003	304-233-3627
Medicine	# 3 Tygart Valley Mall Suite 103	White Hall	WV	26554	304-363-2018

KENTUCKY COLLECTION SITES

Brad Proffitt, D.C.	4360 13th St	Ashland	KY	41102	(606) 326-0100
Core Health Quick Med	155 West Central Ave	Ashland	KY	41102	(606) 326-1132
KDMC Occ Medicine	2025 Carter Ave	Ashland	KY	41101	(606) 408-4900
Kings Daughter Family Care	2201 Lexington Ave	Ashland	KY	41101	(606) 408-4446
Our Lady of Bellefonte Hospital	12470 US Rt 60	Ashland	KY	41102	(606) 928-2911
OccNet Bellevue	103 Landmark Dr., Ste 200	Bellevue	KY	41073	(859) 581-2209
Catlettsburg Family Care Center KDMC	4004 Louisa Road	Catlettsburg	KY	41129	(606) 739-6095
E McDowell Health Services	101 Daniel Drive	Danville	KY	40422	(606) 936-8220
OccNet Mineola	100	Erlanger	KY	41018	(859) 647-6228
Flatwoods Family Care Center KDMC	1107 Bellefonte Road	Flatwoods	KY	41139	(606) 834-0125
Our Lady of Bellefonte Hospital	2110 Argillite Road	Flatwoods	KY	41139	(606) 833-2462
OccNet Florence	7632 Dixie Hwy	Florence	KY	41042	(859) 282-6060
Forward Edge Associates	859 East Main Street Suite 2C	Frankfort	KY	40601	(606) 875-1077
Bellefonte Primary Care	100 Bellefonte Dr	Grayson	KY	41143	(606) 474-0669
Grayson Outreach	710 N. Carol Malone	Grayson	KY	41143	(606) 474-0669
KDMC OutReach Center	105 State Highway 1947	Grayson	KY	41143	(606) 474-7892
OLBH Outreach Center	710 N Carol Malone Blvd	Grayson	KY	41143	(606) 474-0669
Trover Clinic	500 Clinic Drive	Hopkinsville	KY	42240	(606) 707-3390
Forward Edge Associates	155 Prosperous Place 1A	Lexington	KY	40509	(606) 263-0711

Lexington Urgent Treatment	3174 Custer Drive	Lexington	KY	40517	(859) 272-4882
Independent Lab	South Walter Street	Louisa	KY	41230	(606) 638-9990
Louisa Medical Clinic	412 N. Lock Avenue	Louisa	KY	41230	(606) 638-4595
Riverview Independent Laboratory	203 Water St	Louisa	KY	41230	(606) 638-9990
Meadowview Regional Med. Center	989 Medical Park Drive	Maysville	KY	41056	(606) 759-5311
Quest Diagnostics-Maysville	910 Kenton Station Rd	Maysville	KY	41056	(606) 759-0085
Exam Express	6165 US 80 West	Moorehead	KY	40351	(606) 783-1888
St. Claire Medical Center	222 Medical Center	Moorehead	KY	40351	(606) 784-2767
Drug Testing Center of Bluegrass	245 Main Street	Paintsville	KY	41240	(606) 788-8378
Paul B. Hall	625 James Trimble Blvd	Paintsville	KY	41240	(606) 789-4233
Highland Regional Medical Center	US 23 North	Prestonsburg	KY	41653	(606) 886-8511
Archer Clinic Lab	376 University Drive	Prestonsburg	KY	41653	(606) 886-0292
Eastern Kentucky Occ. Health Svcs.	2192 Right Fork Bull Creek	Prestonsburg	KY	41653	(606) 874-9261
Employee Care/Instant Care Center	648 University Shopping Center	Richmond	KY	40475	(859) 623-0535
Universal Toxicology	309 Parkway Drive	Salyersville	KY	41465	(606) 349-5974
Hardin Medical Clinic	787 Parkway Dr	Salyersville	KY	41465	(606) 349-1909
Elliot County Medical Center	PO Box 748	Sandy Hook	KY	41171	(606) 738-5155
South Shore Family Care Center	US 23 South	South Shore	KY	41175	(606) 932-3105
KY OCC MED	550 Shoppers Drive	Winchester	KY	40391	(859) 737-3911

VIRGINIA COLLECTION SITES

A.D.S.	110 Featherbed Lane, Suite 6	Winchester	VA	22601	(540) 667-7236
Southampton Hospital	100 Fairview Drive	Franklin	VA	23851	(757) 569-6291
Bristow Urgent Care	10390 Bristow Center Drive	Bristow	VA	20136	(703) 330-2255
Carilion CCL Occupational Medicine	101 Elm Ave. SE	Roanoke	VA	24013	(540) 985-8529
Carilion CCL Stonewall Jackson Hosp.	1 Health Circle	Lexington	VA	24450	(540) 458-3311
Concentra-Central	4301 West Broad Street	Richmond	VA	23230	(804) 358-0361
Concentra-South	1603 Commerce Road	Richmond	VA	23224	(804) 275-7200
Valley Occupational Medicine	512 B McDowell Ave. NE	Roanoke	VA	24016	(540) 362-9620

OHIO COLLECTION SITES

Athens Chiropractic Clinic	476 Richland Avenue	Athens	OH	45701	740-592-6362
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Holzer Clinic	224 Columbus Road Suite 103	Athens	OH	45701	740-589-3115
Compunet Clinical Laboratories-Patient	1244 Meadow Bridge Dr	Beavercreek	OH	45434	937-429-1846
Compunet Clinical Laboratories-Patient	2145 N Fairfield Rd Ste Building	Beavercreek	OH	45431	937-427-8864
Workpro Occupational Medicine	1432 Clark Street	Cambridge	OH	43725	740-439-8191
Aultman ER (Post Accident)	2600 6th Street SW	Canton	OH	44710	330-363-6203
Aultman North Immediate Care	6100 Whipple Avenue	Canton	OH	44720	330-305-6999
Aultworks Occ.Medicine	3730 Whipple Ave NW Ste 400	Canton	OH	44718	330-491-9675
US Healthworks	2626 Fulton Drive NW	Canton	OH	44718	330-453-6050
Compunet Clinical Laboratories-Patient	7707 Paragon Rd	Centersville	OH	45459	937-439-9222
Compliance Plus	305 W. 5th Street	Cincinnati	OH	45202	513-241-1307
Doctors Urgent Care	5920 Colerain Ave	Cincinnati	OH	45239	513-741-7044
Dr. Thomas Sullivan O.C.	7106 Pippin Road	Cincinnati	OH	45239	513-931-8829
Mercy Health Solutions	796 Cincinnati Batavia Pike	Cincinnati	OH	45245	513-752-9610
Mercy Health Solutions	2446 Kipling Avenue	Cincinnati	OH	45239	513-853-5851
Mercy Health Solutions	3131 Queen City Avenue	Cincinnati	OH	45238	513-389-5069
Western Hills PSC	2852 Boudinot Ave	Cincinnati	OH	45238	513-347-6030
Concentra - South Central	4660 Hinkley Industrial Parkway	Cleveland	OH	44109	216-749-2730
Concentra-Downtown	5500 South Marginal Road	Cleveland	OH	44103	216-426-9020
Dennison Avenue Medical Center	1020 Dennison Avenue	Columbus	OH	43201	614-294-7200
Health Research	1545 Bethel Rd Suite 100	Columbus	OH	43220	614-410-3927
Hometown Urgent Care	4400 N High St	Columbus	OH	43214	614-263-4400
WorkHealth - Downtown	223 East Town Street 2nd Floor	Columbus	OH	43221	614-566-9675
WorkHealth - North	6200 Cleveland Avenue	Columbus	OH	43221	614-566-9675
WorkHealth - West	4523 Cemetary Road	Columbus	OH	43221	614-533-3580
Johnson Laboratory	660 Main Street	Coshocton	OH	43812	740-622-3971
Compunet Clinical Lab	2308 Sandridge Drive	Dayton	OH	45439	937-297-8305
Compunet Clinical Laboratories-Patient	2600 Far Hills Ave Ste 100	Dayton	OH	45419	937-294-2751
Compunet Clinical Laboratories-Patient	1415 Salem Ave	Dayton	OH	45406	937-277-1899
Compunet Clinical Laboratories-Patient	1222 S Patterson Blvd	Dayton	OH	45402	937-229-9716
Doctors Urgent Care	5915 North Main Street	Dayton	OH	45415	937-278-3826
Kettering Workers' Care-CENTRAL	2023 Springboro West	Dayton	OH	45439	937-293-7770
Union Hospital Occ. Medicine	659 Boulevard	Dover	OH	44622	330-602-0797
Dr. James Graneto	16844 St. Clair Avenue	East Liverpool	OH	43920	330-386-6500
Compunet Clinical Laboratories-Patient	1001 S Main St	Englewood	OH	45322	937-832-2659

Doctors Urgent Care	2131 Gateway Drive	Fairborn	OH	45324	937-873-9500
Kettering Workers' Care-SOUTH	333 Conover Drive, Suite H	Franklin	OH	45005	937-746-8795
Holzer Clinic	90 Jackson Place	Gallipolis	OH	45631	740-446-5151
Valley Diagnostic	1504 Jackson Pike	Gallipolis	OH	45631	740-446-0353
WorkHealth Southwest	4079-C Gantz Road	Grove City	OH	43123	614-566-9675
Ross Urgent Care Plus	2449 Ross Millville Road	Hamilton	OH	45013	513-856-7360
Tri-Health Bethesda Care	8500 Berk Blvd	Hamilton	OH	45015	513-874-3990
Mercy Health Solutions	10450 New Haven Road	Harrison	OH	45030	513-367-8011
WorkHealth-West	4872 Cemetary Road	Hilliard	OH	43026	614-566-9675
Highland District Hospital	1275 North High Street	Hillsboro	OH	45133	937-393-6100
Occupational Care Consultants	7010 Spring Meadows Drive	Holland	OH	43528	419-865-4448
Compunet Clinical Laboratories-Patient	8638 Old Troy Pike	Huber Heights	OH	45242	937-235-5654
Kettering Workers' Care-NORTH	8701 Old Troy Pike	Huber Heights	OH	45424	937-237-6231
River Valley Hospital	2228 South 9th Street	Ironton	OH	45638	740 532-3231
Holzer Clinic	500 Burlington Road	Jackson	OH	45640	740-288-4625
Shriver Family Practice	294 East Main St	Jackson	OH	45640	740-577-3132
Doctors Urgent Care	3604 Wilmington Pike	Kettering	OH	45429	937-294-0066
First Med Urgent	1201 River Valley Blvd	Lancaster	OH	43130	740-687-2273
Lancaster Chiropractic Clinic	616 N Columbus Street	Lancaster	OH	43130	740-653-2973
Lima Memorial Hospital	1220 E Elm Street Suite 106	Lima	OH	45804	419-226-5180
Hocking Valley Occ. Health	2197 E Front Street	Logan	OH	43138	740-380-9675
Madison County Hospital	210 North Main Street	London	OH	43140	740-845-7245
Marietta Memorial Hospital	401 Matthew Street	Marietta	OH	45750	740-374-1400
Selby Occupational Health Center	1106 Colegate Drive	Marietta	OH	45750	740-568-2020
Marion Area Medical Center Hospital	1050 Delaware Avenue	Marion	OH	43302	740 383-7770
Occupational Health Systems	75 N. Fourth Street	Martins Ferry	OH	43935	740-633-4726
Occupational Health Center	500 London Avenue	Marysville	OH	43040	937-578-2417
Doctors Urgent Care	3290 Village Drive	Middletown	OH	45005	513-422-7703
Doctors Urgent Care	935 State Rt. 28	Milford	OH	45150	513-831-8555
Company Care Center	1261 Wooster Road Suite 140	Millersburg	OH	44654	330-674-9675
Freedom Center of Know	106 E Gambier Street	Mount Vernon	OH	43050	740-397-2660
Mid Ohio Corporate Care	1330 Coshocton Road	Mount Vernon	OH	43050	740-393-9675
Mt Sterling Chiropractor and Rehab	44 North London St	Mt. Sterling	OH	43143	740-869-2323
Compunet Clinical Laboratories-Patient	304 W High St	Piqua	OH	45356	937-615-0357

Holzer Clinic	88 E Memorial Drive	Pomeroy	OH	45769	740-992-0060
Veterans Memorial Hospital	115 East Memorial Drive	Pomeroy	OH	45769	740 992-2104
Southern Ohio Medical Center	1248 Kinney's Lane	Portsmouth	OH	45662	740 354-5000
Burlington Family Care Center KDMC	384 County Road 120 South	South Pointe	OH	45680	740-894-2080
Pack Medical	248 Cnty Rd 410 Suite 8	South Pointe	OH	45680	740-894-5555
Compunet Clinical Laboratories-Patient	6 Sycamore Creek Dr	Springboro	OH	45066	937-748-1956
Doctors Urgent Care	360 Glenspring Drive	Springdale	OH	45246	513-671-5050
Service	2105 E High St	Springfield	OH	45505	937-325-5327
Mercy Hospital	1343 N. Fountain Blvd	Springfield	OH	45501	937-390-5543
Compunet	1888 W Main St	Troy	OH	45373	937-335-0363
Mercy Hospital	904 Scioto Street	Urbana	OH	43078	937-653-6618
Compunet Clinical Laboratories-Patient	65 D. N. Dixie Dr	Vandalia	OH	45377	937-898-9284
Adena Medical Center	12340 St Rt 104	Waverly	OH	45690	740-779-7297
Pike County Community Hospital	100 Dawn Lane	Waverly	OH	45690	740-947-2186
Mercy Health Solutions	7770 West Chester Road	West Chester	OH	45069	513-777-2273
Adams County Hospital	210 North Wilson Drive	West Union	OH	45653	937 544-5571
KDMC	8930 Ohio River Road	Wheelersburg	OH	45694	740-574-9301
PharmScreen, Inc.	55 Caren Avenue, Suite 160	Worthington	OH	43085	614-436-1830
Compunet Clinical Laboratories	1237 N Monroe Dr Ste 201	Xenia	OH	45385	937-372-9681
Dr. James Graneto	1216 Belmont Avenue	Youngstown	OH	44504	330-744-5735
Dr. James Graneto	7291 West Blvd.	Youngstown	OH	44512	330-758-5119
Genesis Occ. Health	2800 Maple Ave	Zanesville	OH	43701	740-454-4010
Medical Testing Group LLC	933 Military Road	Zanesville	OH	43701	740-454-9805