



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

State of West Virginia
 Centralized Request for Quote
 Construction

08/31/21 11:59:36
 WV Purchasing Division

Proc Folder: 907919		Reason for Modification:	
Doc Description: Addendum No. 1 Bldg.7 Electrical Switchgear Repairs		Addendum No. 1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-18	2021-08-31 13:30	CRFQ 0211 GSD2200000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000203417
Vendor Name : Progressive Electric, Inc.
Address : P O Box 3695 (Zip Code: 25336)
Street : 4961 Washington Street West, Charleston WV 25313
City : Charleston
State : WV **Country :** USA **Zip :** 25336
Principal Contact : T. H. Brady
Vendor Contact Phone: (304) 345-1253 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  **FEIN#** 55-0585404 **DATE** August 31, 2021

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

ADDITIONAL INFORMATION

Addendum No.1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation
 Construction

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration, General Services Division to establish an open-end contract to provide annual inspections and perform preventative and corrective maintenance on one (1) Electrical Switch Gear, located on the State Capitol Complex, at Building 7, per the bid requirements, specifications, project plans, and terms and conditions as attached hereto.

In accordance with W. Va. Code 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electrical installation or maintenance or repair service	0.00000	EA	"SEE PRICING PAGE"	

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description:
 Repairs as detailed in Section 3.1 of the specifications

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 7 - CONFERENCE CENTER 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Annual Preventative Maintenance Charge		"SEE PRICING PAGE"		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description:
Annual Preventative Maintenance
Services performed per Exhibit B

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 7 - CONFERENCE CENTER 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Corrective Maintenance - Hourly Labor Rate		"SEE PRICING PAGE"		

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description:
Corrective Maintenance - Hourly Labor Rate

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 7 - CONFERENCE CENTER	
112 CALIFORNIA AVENUE, 5TH FLOOR		1900 KANAWHA BLVD E	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Corrective Maintenance - Parts Markup		Twenty Percent		20%

Comm Code	Manufacturer	Specification	Model #
73152108			

Extended Description:

Corrective Maintenance - Parts Markup

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-bid meeting 10:00 AM	2021-08-11
2	Q&A deadline 3:00 PM	2021-08-16

REQUEST FOR QUOTATION
Building 7 – Switchgear Maintenance

EXHIBIT A - PRICING PAGE

Preventative Maintenance

Lump Sum Fee for Annual Preventative Maintenance	X 1	=	Total Yearly Cost
\$ <u>65,000.00</u>	X 1	=	\$ <u>65,000.00</u>

Corrective Maintenance

Hourly Labor Rate_	X Estimated Hours	=	Total Labor Cost
\$ <u>595.00</u>	X 50	=	\$ <u>29,750.00</u>

<u>Estimated Parts Cost</u>	x Multiplier	=	Total Parts Cost
\$ <u>10,000.00</u>	<u>1.12</u>	=	\$ <u>11,200.00</u>

Total Cost* \$ 105,950.00

- Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost

SOLICITATION NUMBER: CRFQ GSD2200000006
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the attached documentation to the vendor community.

1. To modify the bid opening date to August 31, 2021 at 1:30pm.
2. To provide responses to vendor technical questions, per Attachment A.
3. To provide a copy of the Mandatory Pre-Bid Sign-In Sheet, per Attachment A.

No other changes.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD220000006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

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.

T. H. Brady, President
(Name, Title)
T. H. Brady, President
(Printed Name and Title)
P O Box 3695, Charleston, WV 25336
(Address)
(304) 345-1253 / (304) 345-1256
(Phone Number) / (Fax Number)
tbrady@wewireu.com
(email address)

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

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

Progressive Electric, Inc.
(Company)

President
(Authorized Signature) (Representative Name, Title)
T. H. Brady, President
(Printed Name and Title of Authorized Representative)

August 31, 2021
(Date)
(304) 345-1253 / (304) 345-1256
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Building 7 – Electrical Switchgear Maintenance

13. MISCELLANEOUS:

- a. **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: T. H. Brady

Telephone Number: (304) 345-1253

Fax Number: (304) 345-1256

Email Address: tbrady@wewireu.com

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 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 § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Progressive Electric, Inc.

Authorized Signature: [Signature] Date: August 31, 2021

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 31 day of August, 2021.

My Commission expires January 16, 2024.

AFFIX SEAL HERE



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Lisa B Ledsome
1519 Byng Drive
South Charleston, WV 25303
My Commission Expires January 16, 2024

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



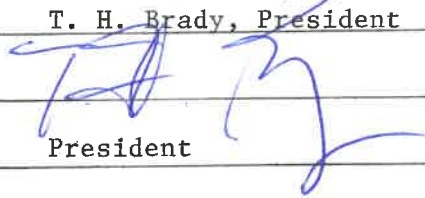
**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

I, T. H. Brady, after being first duly sworn, depose and state as follows:

1. I am an employee of Progressive Electric Inc.; and,
(Company Name)
2. I do hereby attest that Progressive Electric, Inc.
(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: T. H. Brady, President
 Signature: 
 Title: President
 Company Name: Progressive Electric Inc.
 Date: August 31, 2021

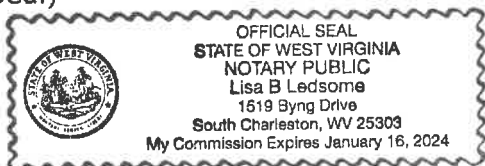
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 31st day of August, 2021.

By Commission expires January 16, 2021

(Seal)




 (Notary Public)

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Capitol Complex, Building 7 - Electrical Switchgear Repairs, Charleston, WV

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 31st day of August, 2021.

Principal Seal

Progressive Electric, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
VICE PRESIDENT
(Title)

Surety Seal

Nationwide Mutual Insurance Company
(Name of Surety)
By: [Signature]
Tammy Selbe Attorney-in-Fact

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ANDREW K TEETER; DOUGLAS P TAYLOR; KIMBERLY L MILES; TAMMY SELBE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Dello]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of August, 2021.

[Handwritten signature of Laura B. Guy]

Assistant Secretary