



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 9


[List View](#)

General Information

[Contact](#)
[Default Values](#)
[Discount](#)
[Document Information](#)
[Clarification Request](#)

Procurement Folder: 1083001

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID:

SO Doc ID: ADJ23000000004

Legal Name: CITY CONSTRUCTION COMPANY INC

Published Date: 8/15/22

Alias/DBA:

Close Date: 8/18/22

Total Bid: \$1,085,200.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description: (Construction) Clarksburg Armory Window & HVAC Renovations

Responded By User ID:

Total of Header Attachments: 9

First Name:

Total of All Attachments: 9

Last Name:

Email:

Phone:



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

State of West Virginia
Solicitation Response

Proc Folder: 1083001
Solicitation Description: (Construction) Clarksburg Armory Window & HVAC Renovations
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-08-18 13:30	SR 0603 ESR08182200000000918	1

VENDOR
000000201494
CITY CONSTRUCTION COMPANY INC

Solicitation Number: CRFQ 0603 ADJ2300000004
Total Bid: 1085200
Response Date: 2022-08-18
Response Time: 13:07:02
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Clarksburg Armory Window & HVAC Renovations(Construction)				1085200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

BASE BID-Provide labor, materials, tools, supplies and equipment to replace windows and renovate HVAC systems per the attached documentation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000004

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

City Construction Company, Inc.

Company


Authorized Signature
8/18/2022

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Construction Company, Inc.
of Clarksburg, WV, as Principal, and Great American Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, 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
WVARNG Clarksburg Window & HVAC Renovations 5 Armory Road, Clarksburg, WV 26301

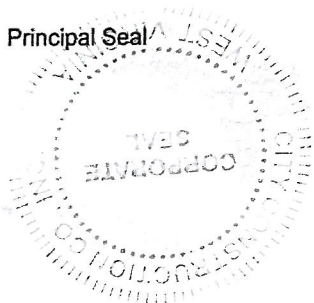
NOW THEREFORE,

(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 Oblige 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 17th day of August, 2022.

Principal Seal



City Construction Company, Inc.

(Name of Principal)

By

(Must be President, Vice President, or
Duly Authorized Agent)

Beau Henderson, President
(Title)

Surety Seal



Great American Insurance Company

(Name of Surety)

By

Tammy S. Selbe
Tammy S. Selbe, Licensed WV Resident Agent 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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 21746

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ANDREW K. TEETER	ALL OF	ALL
DOUGLAS P. TAYLOR	CHARLESTON, WEST VIRGINIA	\$100,000,000
JAMIE L. CARPENTER		
KIMBERLY L. MILES		
TAMMY S. SELBE		
JESSICA J. BENTLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of FEBRUARY, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of FEBRUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of August, 2022.



Atty L C B

Assistant Secretary

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.

(Name, Title) _____

(Printed Name and Title) Beau Henderson, President

(Address) 284 Factory Street, Suite 101, Clarksburg, WV 26301

(Phone Number) / (Fax Number) 304-623-2573/304-623-2083

(email address) beau@cccwv.us

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

City Construction Company, Inc.

(Company) _____

(Authorized Signature) (Representative Name, Title) _____

Beau Henderson, President 8/18/2022

(Printed Name and Title of Authorized Representative) (Date) _____

304-623-2573/304-623-2083

(Phone Number) (Fax Number) _____

beau@cccwv.us

(Email Address) _____

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: CRFQ-0603-ADJ2300000004-2Contract Purpose: Clarksburg Armory Window & HVAC RenovationsAgency Requesting Work: West Virginia Army National Guard

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 Construction Company, Inc.Vendor Telephone: 304-623-2573Vendor Address: 284 Factory Street, Suite101
Clarksburg, WV 26301Vendor Fax: 304-623-2083Vendor E-Mail: beau@cccwv.us



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

I, Beau Henderson, after being first duly sworn, depose and state as follows:

1. I am an employee of City Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that City Construction Company, 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: Beau Henderson
Signature: [Signature]
Title: President
Company Name: City Construction Company, Inc.
Date: 8/18/2022

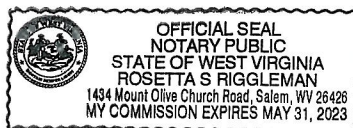
STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

Taken, subscribed and sworn to before me this 18th day of August, 2022.

By Commission expires May 31, 2023

(Seal)



[Signature]
(Notary Public)



City Construction Company, Inc.

West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

Drug Test Results for the following categories for the year 2021:

	Number Positive Tests	Number Negative Tests
A) Pre-employment and New Hires	0	29
B) Reasonable Suspicion:	0	16
C) Post-Accident:	0	0
D) Random:	0	0

Name of laboratory: Advantage Occupational Medicine

Average Number of employees in connection with the construction on the public improvement: 1



To All City Construction Company, Inc. Employees:

Enclosed you will find a revised Drug-Free Workplace Policy. Please be aware that we participate with the State Law requiring random testing. This is mandated to not bar us from publicly funded projects. If your name is chosen at random your supervisor will be notified and you will have to report for the test the same day as notified. Please read and review this policy.

The random testing will be at the following location.

Bridgeport Express Care

1370 Johnson avenue

Bridgeport, WV 26330

Phone: 304-842-3330

Hours: Monday thru Friday 8am to 8pm

Saturday & Sunday 9am to 5pm

If you have any questions or concerns, please contact the HR Department.

Thank you for your cooperation in returning your acknowledgement.

Kesley Myers

Human Resource Manager

CCC Drug Policy in a Nutshell

- When we test:
 - Pre-Employment
 - Suspicion
 - Randomly at 10% yearly (Unless required at a higher rate by government)
 - Post Accident (DOT-within 32 hours)
 - No possession on CCC property (includes using, selling, trading).
 - CCC vehicle drivers must report any vehicle convictions (drug or alcohol related) to us within 5 days of conviction.
 - Selection process: Individual selected and supervisor will be notified. Employee must go immediately to testing site. This is paid time.
 - Deferral: Only applicable in leave status or official travel status. Anyone who defers a test will be subject to an unannounced test within the next 60 days (as well as still being part of the random pool).
 - Positive test (refusal to take test, adulterating test):
 - First offense: 2 day suspension without pay
Meeting with CCC owners before returning to work
Sign Return-to-Work Agreement
 - Second offense: Indefinite suspension without pay
Required to undergo 28 day rehab
Meeting with CCC owners before returning to work
Sign Return-to-Work Agreement
 - Third offense: Termination
- *Violating the Return-to-Work Agreement may result in immediate termination.
- *Disciplinary actions used at CCC discretion. (Any order, any single action)
- If employee insists a positive test result is wrong, they may retest within 48 hours. If the retest is positive, employee must pay for test and disciplinary actions will follow. If retest is negative, test will be treated like an originally negative test (CCC pays for test and no disciplinary actions).
 - We may search Company and personal property if we have reasonable suspicion. We must try to preserve dignity of employee.



Drug-Free Workplace Policy

Policy

City Construction Company has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety & health risks to the user and to all those who work with the user. This policy prohibits the manufacture, distribution, dispensation, storage, possession, sale, or use of drugs, controlled substances, or alcohol on City Construction Company premises, jobsites and vehicles during working hours.

Purpose and Goal

City Construction Company is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Scope

This policy applies to all employees of City Construction Company.

Definitions

Alcohol: The intoxicating element in whiskey, wine, beer, and other fermented or distilled products; classed as a depressant drug.

Alcohol Test: The procedure conducted to determine if an individual is under the influence of alcohol.

Under the Influence of Alcohol: Affected in such a manner that there is a recognizable impairment in physical and/or mental ability. The concentration of .08 of 1% or more by weight of alcohol in the blood, or concentration of .08 of 1 gram or more by weight of alcohol per 210 liters of breath.

Conviction: A finding of guilt or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal and State statutes.

Controlled Substance: A substance that is defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Drug: Any chemical, substance, or mixture of chemical and substance used as a medicine or as an ingredient in a medicine in the treatment of illness or disease, or which affects any bodily function or organ.

Legal Drug: Drugs, medications or over-the-counter products that have been legally obtained and which are being used for the purpose for which they were prescribed or manufactured.

Illegal Drugs: Drugs which are not legally obtainable, or which are legally obtainable but have not been legally obtained.

Drug Test: The procedure using a drug screen in urine specimens that are collected from individuals for the purpose of scientifically analyzing the specimens to determine if the individual ingested, was injected or otherwise exposed to a drug of abuse.

Random Drug Testing: The procedure in which employees who perform safety-sensitive tasks are selected to undergo a drug test by a statistically valid random selection method with out prearrangement or planning.

Safety-sensitive duty: The means of any task or duty fraught with such risks of injury to the employee or others that even a momentary lapse of attention or judgment, or both, can lead to serious bodily harm or death.

Search: To examine closely and carefully in attempt to gain knowledge, establish facts, or to find specific things or objects.

Workplace: The entire physical City Construction Company premises, including roadways, parking lots, vehicles, docks, and adjacent railroad and/or waterfront facilities. For this policy, the word workplace also includes City Construction Company vehicles away from the physical City Construction Company premises.

Drug and Alcohol Screening

City Construction Company may require a blood test, urinalysis, or other drug alcohol screening for:

1. Persons seeking employment with City Construction Company.
2. Employees suspected of using or being under the influence of or impaired by drugs, controlled substances, or alcohol.
3. Random substance testing will be instituted by random selection of employees of at least 10% a year.
4. Post accident/Post incident testing: After an employee has had an injury or near miss or is involved in an incident with property damage.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test.

All drug-testing information will be maintained in separate confidential records.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care and required to pass a Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening of the test, adulterates, or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, and/or trade alcohol, illegal drugs or intoxicants.

Pre-Employment Screening

City Construction Company will maintain pre-employment screening practices, which are designed to identify those individuals whose use of drugs or alcohol indicates a potential for impaired or unsafe job performance.

City Construction Company will require pre-employment substance screening of all applicants to whom City Construction Company will advise each applicant of the intent to test for substances and require the applicant to permit the results of the test be made available to management. If an applicant does not wish to have screening test performed, the pre-employment interview process or examination will be terminated. If the applicant refuses the screening test or if the test confirms the use of an unauthorized substance, the applicant will be disqualified from further employment consideration for a minimum of twelve months.

Employees who drive City Construction Company vehicles must notify City Construction Company of any alcohol related motor vehicle statute convictions within five (5) days after such conviction. This notification is separate from that which is required for Annual Certification by the Federal Motor Carrier Safety Regulations, and such notification of conviction is a condition of employment.

Notification of conviction shall be made in writing to the facility manager, and managers shall transmit such notification to the Human Resources Manager as soon as possible after receipt.

Testing

Reasonable Cause/Suspicion Testing: Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this substance abuse program. The suspicion will be documented in writing and may occur based upon observed behavior, abnormal conduct, erratic behavior, arrest or conviction for drug related offenses. This includes employees who have undergone or are undergoing treatment for substance abuse or misuse. All City Construction Company managers/supervisors will be trained to recognize drug and alcohol related signs and symptoms.

Random Testing: Random substance testing will be instituted for all City Construction Company Employees (at least 10% yearly). You must report the same day as notified to a testing facility that has been approved by the company.

Post Accident/Incident Testing: After an employee has had an injury or near miss or is involved in an incident with property damage, City Construction Company reserves the right to request a drug test.

Notification of Selection

An individual selected for random testing, and the individual's first-line supervisor, shall be notified the same day the test is scheduled, preferably, within two hours of the scheduled testing. The supervisor shall explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly.

Deferral of Testing

An employee selected for random drug testing may obtain a deferral of testing if the employee's first line and higher-level supervisors concur that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative, or leave without pay)
2. In official travel status away from the test site or is about to embark on official travel. scheduled prior to testing notification.

An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

Opportunity to Justify a Positive Test Result

When a confirmed positive result has been returned by the laboratory, the Medical Review Officer shall perform the duties set forth in the Mandatory Guidelines. For example, the Medical Review Officer may choose to conduct employee medical interviews, review employee medical history, or review any other, relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Evidence to justify a positive result may include, but is not limited to:

1. A valid prescription
2. A verification from the individual's physician verifying a valid prescription.

Individuals are not entitled, however, to present evidence to the Medical Review Officer in a trial-type administrative proceeding, although the Medical Review Officer has the discretion to accept evidence in any manner the Medical Review Officer deems most efficient or necessary. If the Medical Review Officer determines there is no justification for the positive result, such result will then be considered a verified positive test result.

Disciplinary Action

Violation of the rules contained in this Policy can result in disciplinary action, up to and including dismissal or termination of employment. Violation of the rules contained in this Policy can also result in mandatory placement of offending employees in a substance abuse or rehabilitation program. Participation in, and the successful completion of, such a program are conditions of employment.

The finding of the presence of any illegal drug, controlled substance or alcohol above the cutoff levels established in the Appendices to the Federal Motor Carrier Safety Regulations following a test or screening will be considered prima facie evidence of a violation of the rules contained in this Policy, or if any employee is caught adulterating or tampering a drug or alcohol test, shall be subject to appropriate disciplinary measures up to and including terminating employment, in accordance with City Construction Company drug-free workplace policy

City Construction Company in its discretion may utilize a three-tier disciplinary approach depending upon the individual circumstances of each violation. City Construction Company reserves the right to render any disciplinary action appropriate to the specific circumstances up to and including termination for any violation of this policy. Nevertheless, City Construction Company will, when appropriate, utilize the three-tier disciplinary approach. When this approach is used, the first (1) positive test will result in a two (2) day suspension without pay and a mandatory meeting with Company owners before returning to work. A second (2) positive test will result in an indefinite suspension without pay and the employee will be required to undergo a mandatory 28-day rehabilitation program and meeting with Company owners before being considered to return to work. In the event of a third (3) positive test the employee will be automatically dismissed from employment. If the employee refuses to take the test it will be treated as the employee has tested positive and the same three tier disciplinary approach will go into effect. Before returning to work after any offense, the employee must sign a Return-to-Work Agreement and will be on probation for one year. During that one year the employee is subject to random drug or alcohol tests at any time. The repeat of offense in that one-year probationary period may result in termination.

Searches

Searches of employees, employee's lockers, and employee personal property may be conducted when there is a reasonable suspicion to believe that the employee or employees are in violation of the rules contained in this Policy. While City Construction Company has the right to conduct reasonable searches on its property, every effort must be made to preserve the rights and dignity of employees subject to such searches.

Reporting the Possession or Use of Prescription Drugs and Medicines

The use of legal drugs and/or medication by individual employees may affect the job performance of the using employees, the safety of other employees, the safe and efficient operations of City Construction Company, or the safety of the public at large.

Employees are urged to discuss the effects of any drugs or medication with their doctors when such drug or medications are prescribed, and to request a statement on possible impairments or effects. This statement will aid the facility manager in deciding of potential impairment.

Employees who are using over-the-counter drugs or medications are urged to read the information furnished with the drug or medication carefully, and to bring that information to the facility manager. This information will aid the facility manager in deciding of potential impairment.

Employees who are using legal drugs and/or medication must report such use to the facility manager for a determination that such use will not expose the employee or any other employees or members of the public at large to hazards that may result from impairment. If the facility manager determines that employee performance or safety hazards exist, the employee may be required to take a leave of absence or comply with other appropriate actions to minimize any potential impairment problems.

Education & Training

City Construction Company provides written education of the following:

1. Detailed information about the content of the City Construction Company drug and alcohol policy.
2. Information on the effects and consequences of drug and alcohol use on personal health, safety, and the work environment.
3. Information on the manifestations and behavioral causes that may indicate drug or alcohol use or abuse.

Supervisors will be provided 2 hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter.

1. How to recognize drug or alcohol problems.
2. How to document behaviors that demonstrate a possible drug or alcohol problem.
3. How to confront employees with the problem from observed behaviors.
4. How to initiate reasonable suspicion and post-accident testing.
5. How to handle the procedures associated with random testing.
6. How to make the appropriate referral for assessment and assistance.
7. How to follow up with employees returning to work after a positive result.
8. How to handle drug-free workplace responsibilities in a manner that is consistent with collective bargaining agreements.

A hard copy of this policy will be given to each City Construction Company employee, which includes an employee-signed acknowledgement receipt for each employee.

Assistance

City Construction Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals. Treatment for alcoholism and/or other drug use disorders may be covered by the employee's benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Community Resources

The employer is to provide a list of available community resources for seeking assistance when an employee has tested positive, or if the employee acknowledges the need for a substance abuse program.

If the employees need additional information; it will be supplied by City Construction Company's Human Resources Department.

Confidentiality

City Construction Company has appointed competent physicians to serve as Medical Review Officers. City Construction Company has designated its facility managers as the individuals responsible for liaison with the Medical Review Officers in the establishment and coordination of testing or screening programs, communication of testing or screening results, and for maintaining secured confidential files which are separate and distinct from any other employment records. These individuals are responsible for maintaining the confidentiality of any records and files generated under this Policy, and any information contained in these files may be shared only with the affected employee, with the Medical Review Officers, and with other persons on a strict 'need to know' basis. A facility manager may designate an alternate responsible individual who will serve in that capacity in the event of absence, travel, or incapacitation of the manager.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behaviors to their supervisors.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee education about the dangers of alcohol and drug use and availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her to recognize and manage employees with alcohol and other drug problems.

City Construction Company, Inc.

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Drug-Free Workplace Policy and that I have read and understand this document.

I further understand that this Policy supersedes and replaces all prior policies, handbooks, or other publications related to these personal matters.

I understand that if I refuse to consent to drug and alcohol screening or if I test positive and fail to meet my obligation under the Drug-Free Workplace Program, I will be subject to disciplinary action, including termination of employment.

Employee's Signature

Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: City Construction Company, Inc.

Authorized Signature: 

Date: 8/18/2022



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

Proc Folder: 1083001	Reason for Modification:		
Doc Description: (Construction) Clarksburg Armory Window & HVAC Renovations	Addendum No. 1		
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-15	2022-08-18 13:30	CRFQ 0603 ADJ2300000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000201494
Vendor Name : City Construction Company, Inc.
Address : 284 Factory Street, Suite 101
Street :
City : Clarksburg
State : WV **Country :** US **Zip :** 26301
Principal Contact : Beau Henderson
Vendor Contact Phone: 304-623-2573 **Extension:** 108

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN# 55-0487627

DATE 8/18/2022

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

ADDITIONAL INFORMATION

Addendum No.1

To publish Pre-Bid Sign-in sheets, see attached.
To provide responses to vendor technical questions see attached.
To provide changes and clarifications to the specifications, see attached.
To Provide 6 new/updated drawings for the project, see attached.
To move the bid opening to August 18, 2022 at 1:30 pm est.

No other changes.

INVOICE TO

ADJUTANT GENERALS
OFFICE
1707 COONSKIN DR

CHARLESTON
US

WV

SHIP TO

CLARKSBURG NATIONAL
GUARD ARMORY
5 ARMORY RD

CLARKSBURG
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Clarksburg Armory Window & HVAC Renovations(Construction)				\$1,085,200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

BASE BID-Provide labor, materials, tools, supplies and equipment to replace windows and renovate HVAC systems per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 1:30 pm est.	2022-08-08
2	Vendor Technical Questions due by Noon	2022-08-12

	Document Phase	Document Description	Page 3
ADJ2300000004	Final	(Construction) Clarksburg Armory Window & HVAC Renovations	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

☐ A **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

[] Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ 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:

[] the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

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

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

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

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

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

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

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

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

"8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance
"identified by a checkmark below and must include the State as an additional insured on each
"policy prior to Contract award. The insurance coverages identified below must be maintained
"throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance
"policies, Vendor shall provide the Agency with proof that the insurance mandated herein has
"been continued. Vendor must also provide Agency with immediate notice of any changes in its
"insurance policies, including but not limited to, policy cancelation, policy reduction, or change
"in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance
"requirements contained in the specifications prior to Contract award regardless of whether that
"insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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

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

10. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

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

Revised 07/01/2022

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

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

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

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer

stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

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

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

i. Bidder's name

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

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

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

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

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

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

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

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

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) _____

(Printed Name and Title) Beau Henderson, President

(Address) 284 Factory Street, Suite 101, Clarksburg, WV 26301

(Phone Number) / (Fax Number) 304-623-2573/304-623-2083

(email address) beau@cccwv.us

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

City Construction Company, Inc.

(Company) _____

(Authorized Signature) (Representative Name, Title) _____

Beau Henderson, President 8/18/2022

(Printed Name and Title of Authorized Representative) (Date) _____

304-623-2573/304-623-2083

(Phone Number) (Fax Number) _____

beau@cccwv.us

(Email Address) _____

REQUEST FOR QUOTATION – CRFQ ADJ23*04
Clarksburg Armory Window & HVAC Renovations

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, Construction & Facilities Management Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and full completion of Window & HVAC renovations, at the Clarksburg Armory located in Clarksburg, WV. E.T. Boggess, Architect, Inc., is serving as the Designer on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Please follow the guidelines below regarding the Pre-Bid meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.

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

2.1 "Construction Services" means materials, labor, tools, taxes, transportation and expendable equipment necessary to complete Window & HVAC renovations at the Clarksburg Armory in Clarksburg, WV, as more fully described in these specifications and the Drawings/Specifications/Project Manual.

2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

REQUEST FOR QUOTATION – CRFQ ADJ23*04
Clarksburg Armory Window & HVAC Renovations

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

2.4 “Specifications/Project Manual” means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.

3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

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

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least 5 (five) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

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. This contract has **NO** alternate.

6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order. This contract has **NO** alternate.

REQUEST FOR QUOTATION – CRFQ ADJ23*04
Clarksburg Armory Window & HVAC Renovations

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold **10%** from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by a date to be determined based on the notice to proceed and final completion by a date to be determined based on the notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. **LIQUIDATED DAMAGES:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

E.T. Boggess Architect, Inc.
101 Rockledge Avenue
Princeton, WV 24740

To obtain Construction Documents, please contact E.T. Boggess, Architect, Inc., 101 Rockledge Avenue, Princeton, WV 24740 (304-425-4491). The cost for each set of documents is \$250.00 (plus \$20.00 if shipping is required) and is non-refundable. CD or a link to the documents is available for \$50.00 and is non-refundable.

REQUEST FOR QUOTATION – CRFQ ADJ23*04
Clarksburg Armory Window & HVAC Renovations

Copies of project plans can be examined at the following locations

Kanawha Valley Builder's Association
1627 Bigley Avenue
Charleston, WV 25302
(304) 342-7141 FAX: (304) 343-8014

Contractor's Association of West Virginia
2114 Kanawha Boulevard East
Charleston, WV 25311
(304) 342-1166 FAX: (304) 342-1074

Parkersburg-Marietta Contractor's Association
2905 Emerson Avenue
Parkersburg, WV 26104
(304) 484-6485 FAX: (304) 428-7622

F.W. Dodge Plan Room
Dunbar, WV

13. 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.

14. 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:

- 14.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 14.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 14.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 14.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 14.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION – CRFQ ADJ23*04
Clarksburg Armory Window & HVAC Renovations

15. MISCELLANEOUS:

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

Contract Manager: Ron Henderson

Telephone Number: 304-623-2573

Fax Number: 304-623-2083

Email Address: rhenderson@cccwv.us

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Jim Skaggs

Telephone Number: 304-561-6550

Email Address: robert.a.skaggsii.nfg@army.mil

16. Initial Decision Maker: E.T. Boggess Architect, Inc., the Designer, shall serve as the Initial Decision Maker in matters relating to this contract.

West Virginia Army National Guard Clarksburg Armory
Windows & HVAC Renovations
Harrison County
Clarksburg, WV

Bidder: City Construction Company, Inc.

BASE BID, GENERAL BUILDING CONSTRUCTION

The undersigned Bidder, having carefully examined the Bidding Requirements, Agreement, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda as prepared by E.T. Boggess Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of:

WVARNG Clarksburg Window & HVAC Renovations

for the above-named project, in accordance with the Contract Documents prepared by E.T. Boggess Architects. List the bid amount for each area of work listed below, along with the combined total Base Bid Sum.

Amount for completion of the Work:

Schedule of Values for Work Package 01	Description	\$ Value
Division 1	General Requirements	\$ 112,075.00
Division 2	Selective Demolition	\$ 20,450.00
Division 8	Window/Door Replacement	\$ 406,860.00
Division 9	Finishes – Preparation and Painting	\$ 21,200.00
Division 23	HVAC	\$ 489,900.00
Division 26	Electrical	\$ 34,670.00

Total Base Bid Amount

One million eighty five thousand two hundred dollars Dollars (\$ 1,085,200.00)

ALLOWANCES (Refer to Specification Section 01 21 00)

- A. Cash Allowance No. 1: Unforeseen Conditions.
Allow **\$10,000** for Unforeseen Conditions.
- B. Cash Allowance No. 2: Masonry Patch/Repair.
Allow **\$7,500** for Masonry Patch/Repair.
- C. Cash Allowance No. 3: Door Hardware.
Allow **\$10,800** for Door Hardware.

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 30 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached bid bond, as liquidated damages for such failure, in the amount of:

5% of Amount Bid Dollars (\$ 5%)

the stated amount constituting five percent (5%) of the Total Base Bid amount above; otherwise the bid bond shall be returned to the undersigned.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges the receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated <u>8/15/2022</u>	Addendum No. 4, dated _____
Addendum No. 2, dated _____	Addendum No. 5, dated _____
Addendum No. 3, dated _____	Addendum No. 6, dated _____

BID SUPPLEMENTS

Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

00 43 13 Bid Bond Form
 00 43 23 Bid Form Supplement- Alternates
 00 43 24 Drug Free Workplace Conformance Affidavit

CONTRACTOR'S LICENSE

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of West Virginia, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID

Respectfully submitted this 18th day of August, 2022

By: City Construction Company, Inc.
 (Name of bidding firm or corporation)

Witness:

Rosetta Riggleman
 (Signature)

Rosetta Riggleman
 (Type or print name)

Attest:

By: [Signature]
 Title: Corporate Secretary
 (Corporate Secretary or Assistant Secretary Only)

By: [Signature]
 (Signature)

Beau Henderson
 (Type or print name)

Title: President
 (Owner/Partner/President/Vice Pres.)

Address: 284 Factory Street, Suite 101

Clarksburg, WV 26301

Phone: 304-623-2573

Fax: 304-623-2083

License No.: WV001801

Federal ID No.: 55-0487627

(Affix Corporate Seal Here)



SECTION 00 43 23 BID FORM SUPPLEMENT - ALTERNATES

1.1 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

- A. Each bidder shall show below the amounts proposed to be added to the Base Contract Sum if particular Alternates are accepted by the Owner.
- B. If the Alternate does not affect the Base Contract Bid Sum, the bidder shall write in the space provided "NO CHANGE."
- C. If the Alternate does not affect the Work of his/her contract, the bidder shall write in the space provided "NOT APPLICABLE."
- D. The bidder shall be responsible for determining from the Contract Documents the affects of each Alternate on the Contract Time and/or Contract Sum.
- E. The Owner reserves the right to accept or reject any alternate and to amend the Contract accordingly during the period of the contract.

1.3 SCHEDULE OF ALTERNATES

N/A

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 18th day of August, 20 22

By: City Construction Company, Inc. (Name of bidding firm or corporation)

By:  (Signature)

Beau Henderson (Type or print name)

Title: President (Owner/Partner/President/Vice Pres.)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000004

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

City Construction Company, Inc.

Company


Authorized Signature
8/18/2022

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Construction Company, Inc.
of Clarksburg, WV, as Principal, and Great American Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, 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
WVARNG Clarksburg Window & HVAC Renovations 5 Armory Road, Clarksburg, WV 26301

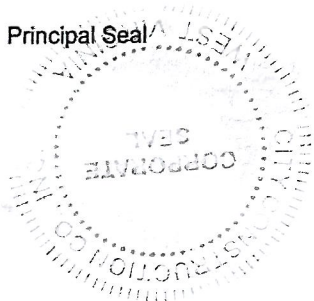
NOW THEREFORE,

(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 Oblige 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 17th day of August, 2022.

Principal Seal



City Construction Company, Inc.

(Name of Principal)

By

(Must be President, Vice President, or
Duly Authorized Agent)

Beau Henderson, President
(Title)

Surety Seal



Great American Insurance Company

(Name of Surety)

By

Tammy S. Selbe
Tammy S. Selbe, Licensed WV Resident Agent 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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 21746

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ANDREW K. TEETER	ALL OF	ALL
DOUGLAS P. TAYLOR	CHARLESTON, WEST VIRGINIA	\$100,000,000
JAMIE L. CARPENTER		
KIMBERLY L. MILES		
TAMMY S. SELBE		
JESSICA J. BENTLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of FEBRUARY, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 2ND day of FEBRUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of August, 2022.



Atty L C. B.

Assistant Secretary

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: CRFQ-0603-ADJ2300000004-2Contract Purpose: Clarksburg Armory Window & HVAC RenovationsAgency Requesting Work: West Virginia Army National Guard

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 Construction Company, Inc.Vendor Telephone: 304-623-2573Vendor Address: 284 Factory Street, Suite101
Clarksburg, WV 26301Vendor Fax: 304-623-2083Vendor E-Mail: beau@cccwv.us



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

I, Beau Henderson, after being first duly sworn, depose and state as follows:

1. I am an employee of City Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that City Construction Company, 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: Beau Henderson
Signature: [Signature]
Title: President
Company Name: City Construction Company, Inc.
Date: 8/18/2022

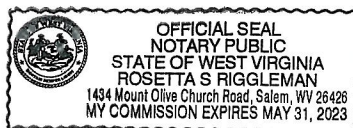
STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

Taken, subscribed and sworn to before me this 18th day of August, 2022.

By Commission expires May 31, 2023

(Seal)



[Signature]
(Notary Public)



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 solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. 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
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: City Construction Company, Inc.

Authorized Signature: 

Date: 8/18/2022



City Construction Company, Inc.

West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

Drug Test Results for the following categories for the year 2021:

	Number Positive Tests	Number Negative Tests
A) Pre-employment and New Hires	0	29
B) Reasonable Suspicion:	0	16
C) Post-Accident:	0	0
D) Random:	0	0

Name of laboratory: Advantage Occupational Medicine

Average Number of employees in connection with the construction on the public improvement: 1



To All City Construction Company, Inc. Employees:

Enclosed you will find a revised Drug-Free Workplace Policy. Please be aware that we participate with the State Law requiring random testing. This is mandated to not bar us from publicly funded projects. If your name is chosen at random your supervisor will be notified and you will have to report for the test the same day as notified. Please read and review this policy.

The random testing will be at the following location.

Bridgeport Express Care

1370 Johnson avenue

Bridgeport, WV 26330

Phone: 304-842-3330

Hours: Monday thru Friday 8am to 8pm

Saturday & Sunday 9am to 5pm

If you have any questions or concerns, please contact the HR Department.

Thank you for your cooperation in returning your acknowledgement.

Kesley Myers

Human Resource Manager

CCC Drug Policy in a Nutshell

- When we test:
 - Pre-Employment
 - Suspicion
 - Randomly at 10% yearly (Unless required at a higher rate by government)
 - Post Accident (DOT-within 32 hours)
 - No possession on CCC property (includes using, selling, trading).
 - CCC vehicle drivers must report any vehicle convictions (drug or alcohol related) to us within 5 days of conviction.
 - Selection process: Individual selected and supervisor will be notified. Employee must go immediately to testing site. This is paid time.
 - Deferral: Only applicable in leave status or official travel status. Anyone who defers a test will be subject to an unannounced test within the next 60 days (as well as still being part of the random pool).
 - Positive test (refusal to take test, adulterating test):
 - First offense: 2 day suspension without pay
Meeting with CCC owners before returning to work
Sign Return-to-Work Agreement
 - Second offense: Indefinite suspension without pay
Required to undergo 28 day rehab
Meeting with CCC owners before returning to work
Sign Return-to-Work Agreement
 - Third offense: Termination
- *Violating the Return-to-Work Agreement may result in immediate termination.
- *Disciplinary actions used at CCC discretion. (Any order, any single action)
- If employee insists a positive test result is wrong, they may retest within 48 hours. If the retest is positive, employee must pay for test and disciplinary actions will follow. If retest is negative, test will be treated like an originally negative test (CCC pays for test and no disciplinary actions).
 - We may search Company and personal property if we have reasonable suspicion. We must try to preserve dignity of employee.



Drug-Free Workplace Policy

Policy

City Construction Company has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety & health risks to the user and to all those who work with the user. This policy prohibits the manufacture, distribution, dispensation, storage, possession, sale, or use of drugs, controlled substances, or alcohol on City Construction Company premises, jobsites and vehicles during working hours.

Purpose and Goal

City Construction Company is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Scope

This policy applies to all employees of City Construction Company.

Definitions

Alcohol: The intoxicating element in whiskey, wine, beer, and other fermented or distilled products; classed as a depressant drug.

Alcohol Test: The procedure conducted to determine if an individual is under the influence of alcohol.

Under the Influence of Alcohol: Affected in such a manner that there is a recognizable impairment in physical and/or mental ability. The concentration of .08 of 1% or more by weight of alcohol in the blood, or concentration of .08 of 1 gram or more by weight of alcohol per 210 liters of breath.

Conviction: A finding of guilt or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal and State statutes.

Controlled Substance: A substance that is defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Drug: Any chemical, substance, or mixture of chemical and substance used as a medicine or as an ingredient in a medicine in the treatment of illness or disease, or which affects any bodily function or organ.

Legal Drug: Drugs, medications or over-the-counter products that have been legally obtained and which are being used for the purpose for which they were prescribed or manufactured.

Illegal Drugs: Drugs which are not legally obtainable, or which are legally obtainable but have not been legally obtained.

Drug Test: The procedure using a drug screen in urine specimens that are collected from individuals for the purpose of scientifically analyzing the specimens to determine if the individual ingested, was injected or otherwise exposed to a drug of abuse.

Random Drug Testing: The procedure in which employees who perform safety-sensitive tasks are selected to undergo a drug test by a statistically valid random selection method with out prearrangement or planning.

Safety-sensitive duty: The means of any task or duty fraught with such risks of injury to the employee or others that even a momentary lapse of attention or judgment, or both, can lead to serious bodily harm or death.

Search: To examine closely and carefully in attempt to gain knowledge, establish facts, or to find specific things or objects.

Workplace: The entire physical City Construction Company premises, including roadways, parking lots, vehicles, docks, and adjacent railroad and/or waterfront facilities. For this policy, the word workplace also includes City Construction Company vehicles away from the physical City Construction Company premises.

Drug and Alcohol Screening

City Construction Company may require a blood test, urinalysis, or other drug alcohol screening for:

1. Persons seeking employment with City Construction Company.
2. Employees suspected of using or being under the influence of or impaired by drugs, controlled substances, or alcohol.
3. Random substance testing will be instituted by random selection of employees of at least 10% a year.
4. Post accident/Post incident testing: After an employee has had an injury or near miss or is involved in an incident with property damage.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test.

All drug-testing information will be maintained in separate confidential records.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care and required to pass a Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening of the test, adulterates, or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, and/or trade alcohol, illegal drugs or intoxicants.

Pre-Employment Screening

City Construction Company will maintain pre-employment screening practices, which are designed to identify those individuals whose use of drugs or alcohol indicates a potential for impaired or unsafe job performance.

City Construction Company will require pre-employment substance screening of all applicants to whom City Construction Company will advise each applicant of the intent to test for substances and require the applicant to permit the results of the test be made available to management. If an applicant does not wish to have screening test performed, the pre-employment interview process or examination will be terminated. If the applicant refuses the screening test or if the test confirms the use of an unauthorized substance, the applicant will be disqualified from further employment consideration for a minimum of twelve months.

Employees who drive City Construction Company vehicles must notify City Construction Company of any alcohol related motor vehicle statute convictions within five (5) days after such conviction. This notification is separate from that which is required for Annual Certification by the Federal Motor Carrier Safety Regulations, and such notification of conviction is a condition of employment.

Notification of conviction shall be made in writing to the facility manager, and managers shall transmit such notification to the Human Resources Manager as soon as possible after receipt.

Testing

Reasonable Cause/Suspicion Testing: Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this substance abuse program. The suspicion will be documented in writing and may occur based upon observed behavior, abnormal conduct, erratic behavior, arrest or conviction for drug related offenses. This includes employees who have undergone or are undergoing treatment for substance abuse or misuse. All City Construction Company managers/supervisors will be trained to recognize drug and alcohol related signs and symptoms.

Random Testing: Random substance testing will be instituted for all City Construction Company Employees (at least 10% yearly). You must report the same day as notified to a testing facility that has been approved by the company.

Post Accident/Incident Testing: After an employee has had an injury or near miss or is involved in an incident with property damage, City Construction Company reserves the right to request a drug test.

Notification of Selection

An individual selected for random testing, and the individual's first-line supervisor, shall be notified the same day the test is scheduled, preferably, within two hours of the scheduled testing. The supervisor shall explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly.

Deferral of Testing

An employee selected for random drug testing may obtain a deferral of testing if the employee's first line and higher-level supervisors concur that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, administrative, or leave without pay)
2. In official travel status away from the test site or is about to embark on official travel. scheduled prior to testing notification.

An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

Opportunity to Justify a Positive Test Result

When a confirmed positive result has been returned by the laboratory, the Medical Review Officer shall perform the duties set forth in the Mandatory Guidelines. For example, the Medical Review Officer may choose to conduct employee medical interviews, review employee medical history, or review any other, relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Evidence to justify a positive result may include, but is not limited to:

1. A valid prescription
2. A verification from the individual's physician verifying a valid prescription.

Individuals are not entitled, however, to present evidence to the Medical Review Officer in a trial-type administrative proceeding, although the Medical Review Officer has the discretion to accept evidence in any manner the Medical Review Officer deems most efficient or necessary. If the Medical Review Officer determines there is no justification for the positive result, such result will then be considered a verified positive test result.

Disciplinary Action

Violation of the rules contained in this Policy can result in disciplinary action, up to and including dismissal or termination of employment. Violation of the rules contained in this Policy can also result in mandatory placement of offending employees in a substance abuse or rehabilitation program. Participation in, and the successful completion of, such a program are conditions of employment.

The finding of the presence of any illegal drug, controlled substance or alcohol above the cutoff levels established in the Appendices to the Federal Motor Carrier Safety Regulations following a test or screening will be considered prima facie evidence of a violation of the rules contained in this Policy, or if any employee is caught adulterating or tampering a drug or alcohol test, shall be subject to appropriate disciplinary measures up to and including terminating employment, in accordance with City Construction Company drug-free workplace policy

City Construction Company in its discretion may utilize a three-tier disciplinary approach depending upon the individual circumstances of each violation. City Construction Company reserves the right to render any disciplinary action appropriate to the specific circumstances up to and including termination for any violation of this policy. Nevertheless, City Construction Company will, when appropriate, utilize the three-tier disciplinary approach. When this approach is used, the first (1) positive test will result in a two (2) day suspension without pay and a mandatory meeting with Company owners before returning to work. A second (2) positive test will result in an indefinite suspension without pay and the employee will be required to undergo a mandatory 28-day rehabilitation program and meeting with Company owners before being considered to return to work. In the event of a third (3) positive test the employee will be automatically dismissed from employment. If the employee refuses to take the test it will be treated as the employee has tested positive and the same three tier disciplinary approach will go into effect. Before returning to work after any offense, the employee must sign a Return-to-Work Agreement and will be on probation for one year. During that one year the employee is subject to random drug or alcohol tests at any time. The repeat of offense in that one-year probationary period may result in termination.

Searches

Searches of employees, employee's lockers, and employee personal property may be conducted when there is a reasonable suspicion to believe that the employee or employees are in violation of the rules contained in this Policy. While City Construction Company has the right to conduct reasonable searches on its property, every effort must be made to preserve the rights and dignity of employees subject to such searches.

Reporting the Possession or Use of Prescription Drugs and Medicines

The use of legal drugs and/or medication by individual employees may affect the job performance of the using employees, the safety of other employees, the safe and efficient operations of City Construction Company, or the safety of the public at large.

Employees are urged to discuss the effects of any drugs or medication with their doctors when such drug or medications are prescribed, and to request a statement on possible impairments or effects. This statement will aid the facility manager in deciding of potential impairment.

Employees who are using over-the-counter drugs or medications are urged to read the information furnished with the drug or medication carefully, and to bring that information to the facility manager. This information will aid the facility manager in deciding of potential impairment.

Employees who are using legal drugs and/or medication must report such use to the facility manager for a determination that such use will not expose the employee or any other employees or members of the public at large to hazards that may result from impairment. If the facility manager determines that employee performance or safety hazards exist, the employee may be required to take a leave of absence or comply with other appropriate actions to minimize any potential impairment problems.

Education & Training

City Construction Company provides written education of the following:

1. Detailed information about the content of the City Construction Company drug and alcohol policy.
2. Information on the effects and consequences of drug and alcohol use on personal health, safety, and the work environment.
3. Information on the manifestations and behavioral causes that may indicate drug or alcohol use or abuse.

Supervisors will be provided 2 hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter.

1. How to recognize drug or alcohol problems.
2. How to document behaviors that demonstrate a possible drug or alcohol problem.
3. How to confront employees with the problem from observed behaviors.
4. How to initiate reasonable suspicion and post-accident testing.
5. How to handle the procedures associated with random testing.
6. How to make the appropriate referral for assessment and assistance.
7. How to follow up with employees returning to work after a positive result.
8. How to handle drug-free workplace responsibilities in a manner that is consistent with collective bargaining agreements.

A hard copy of this policy will be given to each City Construction Company employee, which includes an employee-signed acknowledgement receipt for each employee.

Assistance

City Construction Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals. Treatment for alcoholism and/or other drug use disorders may be covered by the employee's benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Community Resources

The employer is to provide a list of available community resources for seeking assistance when an employee has tested positive, or if the employee acknowledges the need for a substance abuse program.

If the employees need additional information; it will be supplied by City Construction Company's Human Resources Department.

Confidentiality

City Construction Company has appointed competent physicians to serve as Medical Review Officers. City Construction Company has designated its facility managers as the individuals responsible for liaison with the Medical Review Officers in the establishment and coordination of testing or screening programs, communication of testing or screening results, and for maintaining secured confidential files which are separate and distinct from any other employment records. These individuals are responsible for maintaining the confidentiality of any records and files generated under this Policy, and any information contained in these files may be shared only with the affected employee, with the Medical Review Officers, and with other persons on a strict 'need to know' basis. A facility manager may designate an alternate responsible individual who will serve in that capacity in the event of absence, travel, or incapacitation of the manager.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behaviors to their supervisors.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee education about the dangers of alcohol and drug use and availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her to recognize and manage employees with alcohol and other drug problems.

City Construction Company, Inc.

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Drug-Free Workplace Policy and that I have read and understand this document.

I further understand that this Policy supersedes and replaces all prior policies, handbooks, or other publications related to these personal matters.

I understand that if I refuse to consent to drug and alcohol screening or if I test positive and fail to meet my obligation under the Drug-Free Workplace Program, I will be subject to disciplinary action, including termination of employment.

Employee's Signature

Date

West Virginia Army National Guard Clarksburg Armory
Windows & HVAC Renovations
Harrison County
Clarksburg, WV

Bidder: City Construction Company, Inc.

BASE BID, GENERAL BUILDING CONSTRUCTION

The undersigned Bidder, having carefully examined the Bidding Requirements, Agreement, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda as prepared by E.T. Boggess Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of:

WVARNG Clarksburg Window & HVAC Renovations

for the above-named project, in accordance with the Contract Documents prepared by E.T. Boggess Architects. List the bid amount for each area of work listed below, along with the combined total Base Bid Sum.

Amount for completion of the Work:

Schedule of Values for Work Package 01	Description	\$ Value
Division 1	General Requirements	\$ 112,075.00
Division 2	Selective Demolition	\$ 20,450.00
Division 8	Window/Door Replacement	\$ 406,860.00
Division 9	Finishes – Preparation and Painting	\$ 21,200.00
Division 23	HVAC	\$ 489,900.00
Division 26	Electrical	\$ 34,670.00

Total Base Bid Amount

One million eighty five thousand two hundred dollars Dollars (\$ 1,085,200.00)

ALLOWANCES (Refer to Specification Section 01 21 00)

- A. Cash Allowance No. 1: Unforeseen Conditions.
Allow **\$10,000** for Unforeseen Conditions.
- B. Cash Allowance No. 2: Masonry Patch/Repair.
Allow **\$7,500** for Masonry Patch/Repair.
- C. Cash Allowance No. 3: Door Hardware.
Allow **\$10,800** for Door Hardware.

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after Notice of Award, if offered within 30 days after receipt of bids, and upon failure to do so agrees to forfeit to the Owner the attached bid bond, as liquidated damages for such failure, in the amount of:

5% of Amount Bid Dollars (\$ 5%)
the stated amount constituting five percent (5%) of the Total Base Bid amount above; otherwise the bid bond shall be returned to the undersigned.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges the receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated <u>8/15/2022</u>	Addendum No. 4, dated _____
Addendum No. 2, dated _____	Addendum No. 5, dated _____
Addendum No. 3, dated _____	Addendum No. 6, dated _____

BID SUPPLEMENTS

Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

00 43 13 Bid Bond Form
 00 43 23 Bid Form Supplement- Alternates
 00 43 24 Drug Free Workplace Conformance Affidavit

CONTRACTOR'S LICENSE

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of West Virginia, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

SUBMISSION OF BID

Respectfully submitted this 18th day of August, 2022

By: City Construction Company, Inc.
 (Name of bidding firm or corporation)

Witness:

Rosetta Riggleman
 (Signature)

By: [Signature]
 (Signature)

Beau Henderson
 (Type or print name)

Rosetta Riggleman
 (Type or print name)

Title: President
 (Owner/Partner/President/Vice Pres.)

Attest:

Address: 284 Factory Street, Suite 101

By: [Signature]

Clarksburg, WV 26301

Title: Corporate Secretary
 (Corporate Secretary or Assistant Secretary Only)

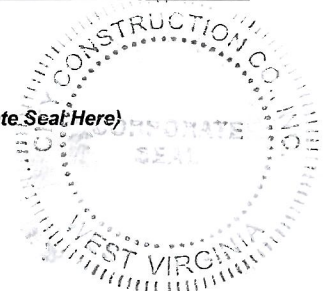
Phone: 304-623-2573

Fax: 304-623-2083

License No.: WV001801

Federal ID No.: 55-0487627

(Affix Corporate Seal Here)



SECTION 00 43 23 BID FORM SUPPLEMENT - ALTERNATES

1.1 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form. See Document 00 21 13 "Instructions to Bidders."

1.2 DESCRIPTION

- A. Each bidder shall show below the amounts proposed to be added to the Base Contract Sum if particular Alternates are accepted by the Owner.
- B. If the Alternate does not affect the Base Contract Bid Sum, the bidder shall write in the space provided "NO CHANGE."
- C. If the Alternate does not affect the Work of his/her contract, the bidder shall write in the space provided "NOT APPLICABLE."
- D. The bidder shall be responsible for determining from the Contract Documents the affects of each Alternate on the Contract Time and/or Contract Sum.
- E. The Owner reserves the right to accept or reject any alternate and to amend the Contract accordingly during the period of the contract.

1.3 SCHEDULE OF ALTERNATES

N/A

1.4 SUBMISSION OF SUPPLEMENT

Submitted this 18th day of August, 20 22

By: City Construction Company, Inc. (Name of bidding firm or corporation)

By:  (Signature)

Beau Henderson (Type or print name)

Title: President (Owner/Partner/President/Vice Pres.)



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

Proc Folder: 1083001	Reason for Modification: Addendum No. 1		
Doc Description: (Construction) Clarksburg Armory Window & HVAC Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-15	2022-08-18 13:30	CRFQ 0603 ADJ2300000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000201494
Vendor Name : City Construction Company, Inc.
Address : 284 Factory Street, Suite 101
Street :
City : Clarksburg
State : WV **Country :** US **Zip :** 26301
Principal Contact : Beau Henderson
Vendor Contact Phone: 304-623-2573 **Extension:** 108

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN# 55-0487627

DATE 8/18/2022

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

ADDITIONAL INFORMATION

Addendum No.1

To publish Pre-Bid Sign-in sheets, see attached.
To provide responses to vendor technical questions see attached.
To provide changes and clarifications to the specifications, see attached.
To Provide 6 new/updated drawings for the project, see attached.
To move the bid opening to August 18, 2022 at 1:30 pm est.

No other changes.

INVOICE TO

ADJUTANT GENERALS
OFFICE
1707 COONSKIN DR

CHARLESTON
US

WV

SHIP TO

CLARKSBURG NATIONAL
GUARD ARMORY
5 ARMORY RD

CLARKSBURG
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Clarksburg Armory Window & HVAC Renovations(Construction)				\$1,085,200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

BASE BID-Provide labor, materials, tools, supplies and equipment to replace windows and renovate HVAC systems per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 1:30 pm est.	2022-08-08
2	Vendor Technical Questions due by Noon	2022-08-12

	Document Phase	Document Description	Page 3
ADJ2300000004	Final	(Construction) Clarksburg Armory Window & HVAC Renovations	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

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

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

Attach additional pages if necessary