



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

State of West Virginia
 Request for Quotation
 31 - Public Safety

Proc Folder: 68924

Doc Description: Communications Tower Lighting Repair

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-07	2015-04-28 13:30:00	CRFQ 0612 DPS1500000020	1

BID RECEIVING LOCATION:

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

WV 25305

VENDOR:

Vendor Name, Address and Telephone Number: Absten & Sons, LLC
 13465 Winfield Road
 Winfield, WV 25213
 304-757-2864

04/28/15 13:16:03
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Edward L. Absten* FEIN # 55-0771747 DATE 04/21/2015

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Region 1 - Tower Lighting Repair Standard Labor Rate	10.00000	HOUR (2 Men Crew)	\$127.50	\$1,275.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

The WV Purchasing Division for the agency, WV State Police, is soliciting bids for an open-end contract to provide communication tower lighting repair services for the WV State Police, WVDHHR, WVDNR, WVDOH, WV Parkways Authority and all other agencies within the Department of Military Affairs and Public Safety, per the attached documentation.

Brooke, Hancock, Ohio, Marshall, Wetzell, Tyler, Harrison, Marion, Taylor, Preston, Monongalia, Doddridge Counties.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Region 1 Tower Lighting Repair Overtime Labor Rate	10.00000	HOUR (Two Men Crew)	\$191.25	\$1912.50

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Brooke, Hancock, Ohio, Marshall, Wetzell, Tyler, Harrison, Marion, Taylor, Preston, Monongalia, Doddridge Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Region 1 - Tower Lighting Repair Holiday Labor Rate	5.00000	HOUR (Two Men Crew)	\$223.00	\$1,115.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Brooke, Hancock, Ohio, Marshall, Wetzel, Tyler, Harrison, Marion, Taylor, Preston, Monongalia, Doddridge Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Region 1 - Tower Lighting Repair Emergency Labor Rate	10.00000	HOUR (Two Men Crew)	\$223.00	\$2,230.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Brooke, Hancock, Ohio, Marshall, Wetzel, Tyler, Harrison, Marion, Taylor, Preston, Monongalia, Doddridge Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Parts Percentage Markup, Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup Normally Supported and maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Parts Percentage Markup Not Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
Parts Percentage NOT Normally Supported & maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Region 2 - Tower Lighting Repair Standard Labor Rate	10.00000	HOUR (2 Men Crew)	\$151.25	\$1,512.50

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
Jefferson, Morgan, Berkeley, Mineral, hampshire, Grant, Hardy Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Region 2 - Tower Lighting Repair Overtime Labor Repair	10.00000	HOUR (2 Men Crew)	\$226.88	\$2,268.80

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Jefferson, Morgan, Berkeley, Mineral, Hampshire, Grant, Hardy Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Region 2 - Tower Lighting Repair Holiday Labor Rate	5.00000	HOUR (2 Men Crew)	\$264.69	\$1,323.45

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Jefferson, Morgan, Berkeley, Mineral, Hampshire, Grant, Hardy Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Region 2 - Tower Lighting Repair Emergency Labor Rate	10.00000	HOUR (2 Men Crew)	\$264.69	\$2,646.90

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Jefferson, Morgan, Berkeley, Mineral, Hampshire, Grant and Hardy Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Parts Percentage Markup Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
Parts Percentage Markup Normally Supported & maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Parts Percentage Markup Not Normally Supported & maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
Parts Percentage Markup NOT Normally Supported & maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Region 3 - Tower Lighting Repair Standard Labor Rate	10.00000	HOUR (2 Men Crew)	\$127.50	\$1,275.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Tucker, Barbour, Braxton, Webster, Lewis Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Region 3 - Tower Lighting Repair Overtime Labor Rate	10.00000	HOUR (2 Men Crew)	\$191.25	\$1,912.50

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Tucker, Barbour, Braxton, Webster, Lewis Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Region 3 - Tower Lighting Repair Holiday Labor Rate	5.00000	HOUR (2 Men Crew)	\$223.00	\$1,115.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Pocahontaa, Tucker, Barbour, Braxton, Webster, Lewis

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Region 3 - Tower Lighting Repair Emergency Labor Rate	10.00000	HOUR (2 Men Crew)	\$223.00	\$2,230.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
 Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Tucker, Barbour, Braxton, Webster, Lewis

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Parts Percentage Markup Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
 Parts Percentage Markup Normally Supported & Maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Parts Percentage Markup not Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup NOT normally supported & maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Region 4 - Tower Lighting Repair Standard Labor Rate	10.00000	HOUR (2 Men Crew)	\$127.50	\$1,275.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane, Putnam Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Region 4 - Tower Lighting Repair Overtime Labor Rate	10.00000	HOUR (2 Men Crew)	\$191.25	\$1,912.50

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane, Putnam Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Region 4 - Tower Lighting Repair Holiday Labor Rate	5.00000	HOUR (2 Men Crew)	\$223.00	\$1,115.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane, Putnam Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Region 4 - Tower Lighting Repair Emergency Labor Rate	10.00000	HOUR (2 Men Crew)	\$223.00	\$2,230.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane, Putnam Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Parts Percentage Markup Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup Normally Supported & Maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Parts Percentage Markup Not Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup NOT normally Supported & Maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Region 5 - Tower Lighting Repair Standard Labor Rate	10.00000	HOUR (2 Men Crew)	\$127.50	\$1,275.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Logan, Mingo, Cabell, Lincoln, Wayne, Boone Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Region 5 - Tower Lighting Repair Overtime Labor Rate	10.00000	HOUR (2 Men Crew)	\$191.25	\$1,912.50

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
Logan, Mingo, Cabell, Lincoln, Wayne, Boone Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Region 5 - Tower Lighting Repair Holiday Labor Rate	5.00000	HOUR (2 Men Crew)	\$223.00	\$1,115.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :
Logan, Mingo, Cabell, Lincoln, Wayne, Boone Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Region 5 - Tower Lighting Repair Emergency Labor Rate	10.00000	HOUR (2 Men Crew)	\$223.00	\$2,230.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Logan, Mingo, Cabell, Lincoln, Wayne, Boone Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Parts Percentage Markup Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup normally supported & Maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Parts Percentage Markup Not Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup NOT normally supported & Maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Region 6 - Tower Lighting Repair Standard Labor Rate	10.00000	HOUR (2 Men Crew)	\$127.50	\$1,275.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Raleigh, Fayette, Nicholas, Summers, Wyoming, Greenbrier, Mercer, McDowell, Monroe Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Region 6 - Tower Lighting Repair Overtime Labor Rate	10.00000	HOUR (2 Men Crew)	\$191.25	\$1,912.50

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Raleigh, Fayette, Nicholas, Summers, Wyoming, Greenbrier, Mercer, McDowell, Monroe Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Region 6 - Tower Lighting Repair Holiday Labor Rate	5.00000	HOUR (2 Men Crew)	\$223.00	\$1,115.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Raleigh, Fayette, Nicholas, Summers, Wyoming, Greenbrier, Mercer, McDowell, Monroe Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Region 6 - Tower Lighting Repair Emergency Labor Rate	10.00000	HOUR (2 Men Crew)	\$223.00	\$2,230.00

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Raleigh, Fayette, Nicholas, Summers, Wyoming, Greenbrier, Mercer, McDowell, Monroe Counties

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Parts Percentage Markup Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup Normally Supported & maintained

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Parts Percentage Markup Not Normally Supported & Maintained	5.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
80172000			

Extended Description :

Parts Percentage Markup NOT Normally Supported & Maintained

DPS150000020	Document Phase Final	Document Description Communications Tower Lighting Repair	Page 17 of 17
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
CRFQ DPS150000020 - Communications Tower Lighting Repair

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police, Department of Health and Human Resources, Natural Resources Police, Division of Highways, Parkways Authority and all agencies within the Department of Military Affairs and Public Safety to establish a contract for Communications Tower Lighting Repair Services at various locations within the State of West Virginia. **The Agency reserves the right to make multiple or split awards to this contract due to the size of the area to be covered by this contract.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means the repair of Communications Tower Lighting devices at transmitter locations

 - 2.2 **.Corrective Maintenance** as stated herein, shall mean maintenance performed on an as required basis to correct a malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.

 - 2.3 **Emergency Repairs:** due to the mission of the West Virginia State Police (to preserve the life and property of the citizens of the state of West Virginia). The emergency repair inoperative Communications Tower Lighting units at transmitter sites shall be a first priority of the Vendor.

 - 2.4 **Equipment List** as stated herein, shall mean the list of current communications tower sites at various locations, owned or controlled by the above listed agencies more particularly identified on **Exhibit A**, attached hereto, **and is subject to change without notice.** Towers/equipment may be added or deleted from this list as operational needs of the above listed agencies dictate.

 - 2.5 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit B. Exhibit B includes the location, by Region and County.

 - 2.6 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ DPS150000020.

REQUEST FOR QUOTATION
CRFQ DPS150000020 - Communications Tower Lighting Repair

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- 3.1. Factory trained with three (3) years minimum experience in the repair of Communications Tower Lighting equipment.
- 3.2. All technicians assigned to climb any tower owned or controlled by any of the above agencies to repair any Communications Tower Lighting devices must have a current certification to climb towers.
- 3.3. Vendor shall have adequate vehicles to access the locations of all of the equipment, some of which are in remote locations and must be accessed by all-wheel drive vehicles.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor shall provide corrective equipment maintenance in accordance with manufacturer's recommendations on the equipment listed on Exhibit A attached hereto and incorporated herein by reference.

4.1.1.1 Vendor shall, at all times maintain the proper operating parameters as specified by the manufacturer.

4.1.1.2 Vendor shall perform all necessary examinations and adjustments to maintain equipment at manufacturer's limits.

4.1.1.3 Vendor shall furnish all equipment, tools and parts necessary in the performance of the maintenance and repair of the equipment. Equipment and tools shall be provided by the Vendor, at no cost to the Agency. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. Vendor shall provide a copy of the invoice and manufacturer's warranty prior to reimbursement. Non-reusable parts and supplies shall be supplied by the Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

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4.1.2 Corrective Maintenance:

4.1.2.1 Vendor shall respond to corrective maintenance calls by phone within two (2) hours of notification to schedule a time for repair and ascertain the location of the inoperative equipment.

4.1.2.2 Corrective (non-emergency) maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday and Vendor shall quote a STANDARD hourly labor rate for those hours.

4.1.2.3 Vendor shall perform emergency corrective maintenance when requested by the Agency. Vendor shall respond to all emergency requests within sixty (60) minutes by phone to ascertain the location of the inoperative equipment and must arrive onsite no later than four (4) hours from time of notification of the emergency.

4.1.2.4 Vendor shall quote an hourly rate for OVERTIME labor hours. The rate for overtime labor hours shall be between the hours of 5:01 pm and 7:59 am for the days of Monday thru Friday, all day Saturday and all day Sunday.

4.1.2.5 Vendor shall quote an hourly rate for HOLIDAY labor hours. The rate for holiday labor hours shall be between 12:00 am and 11:59 pm., for nationally recognized holidays.

4.1.2.6 Vendor shall quote an hourly rate for EMERGENCY labor hours. The rate for emergency labor hours shall be charged to the Agency when any occurrence is declared an emergency by the Agency and the Vendor must give first priority to the Agency for any/all repairs during that emergency.

4.1.2.7 Vendor shall provide a twelve (12) month warranty for all repairs performed under this contract.

4.1.3 Parts and Installation:

4.1.3.1 Vendor shall procure and install all necessary repair parts under this contract. Vendor must obtain prior approval from the Agency to purchase all parts in excess of \$2,500. Agency reserves the right

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to competitively bid all parts and labor for major repairs to the equipment listed on the attached Exhibit A.

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

4.1.3.3 Parts for Communications Tower Lighting units normally sold and maintained by the Vendor shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by the Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass thru cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.

4.1.3.4 Parts for Communications Tower Lighting units not normally sold and maintained by the Vendor shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by the Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass thru cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.

4.2 Area of Service

4.2.1 In order to make it easier for potential vendors to bid on this solicitation we have broken the state into geographical regions. Vendors shall indicate in the "Pricing Pages" which "Region(s)" they wish to service. Vendors may bid on any or all regions. The "Regions" are defined as follows:

4.2.1.1 Region 1 consists of the following counties:

4.2.1.1a Brooke

4.2.1.1b Hancock

4.2.1.1c Ohio

4.2.1.1d Marshall

4.2.1.1e Wetzel

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- 4.2.1.1f Tyler
- 4.2.1.1g Harrison
- 4.2.1.1h Marion
- 4.2.1.1i Taylor
- 4.2.1.1j Preston
- 4.2.1.1k Monongalia
- 4.2.1.1l Doddridge

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 1 on the appropriate lines under Section 4.2.1.1 in the “Pricing Pages”.

4.2.1.2 Region 2 consists of the following counties:

- 4.2.1.2a Jefferson
- 4.2.1.2b Morgan
- 4.2.1.2c Berkeley
- 4.2.1.2d Mineral
- 4.2.1.2e Hampshire
- 4.2.1.2f Grant
- 4.2.1.2g Hardy

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 2 on the appropriate lines under Section 4.2.1.2 in the “Pricing Pages”.

4.2.1.3 Region 3 consists of the following counties:

- 4.2.1.3a Randolph
- 4.2.1.3b Upshur
- 4.2.1.3c Pendleton
- 4.2.1.3d Gilmer
- 4.2.1.3e Pocahontas
- 4.2.1.3f Tucker
- 4.2.1.3g Barbour
- 4.2.1.3h Braxton

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4.2.1.3i Webster

4.2.1.3j Lewis

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 3 on the appropriate lines under Section 4.2.1.3 in the “Pricing Pages”.

4.2.1.4 Region 4 consists of the following counties:

4.2.1.4a Kanawha

4.2.1.4b Clay

4.2.1.4c Wirt

4.2.1.4d Wood

4.2.1.4e Calhoun

4.2.1.4f Ritchie

4.2.1.4g Mason

4.2.1.4h Jackson

4.2.1.4i Pleasants

4.2.1.4j Roane

4.2.1.4k Putnam

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 4 on the appropriate lines under Section 4.2.1.4 in the “Pricing Pages”.

4.2.1.5 Region 5 consists of the following counties:

4.2.1.5a Logan

4.2.1.5b Mingo

4.2.1.5c Cabell

4.2.1.5d Wayne

4.2.1.5e Lincoln

4.2.1.5f Boone

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 5 on the appropriate lines under Section 4.2.1.5 in the “Pricing Pages”.

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4.2.1.6 Region 6 consists of the following counties:

- 4.2.1.6a** Raleigh
- 4.2.1.6b** Fayette
- 4.2.1.6c** Nicholas
- 4.2.1.6d** Summers
- 4.2.1.6e** Wyoming
- 4.2.1.6f** Greenbrier
- 4.2.1.6g** Mercer
- 4.2.1.6h** McDowell
- 4.2.1.6i** Monroe

Vendor shall list the “Standard Rate”, “Overtime Rate”, “Holiday Rate” and “Emergency Rate” for Region 6 on the appropriate lines under Section 4.2.1.6 in the “Pricing Pages”.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. It is the intention to award one contract, however, if in the best interests of the State of WV, the Agency reserves the right to make multiple or split awards to this contract due to the size of the area to be covered by this contract.

5.2 Pricing Page:

PLEASE READ THIS SECTION IN ITS ENTIRETY:

A. IF VENDOR IS SUBMITTING A PAPER BID:

Vendor **MUST** complete the attached Pricing Page, Exhibit A, for the labor quote section,

Region 1 – 4.1.2.2 to 4.1.2.6

Region 2 – 4.1.2.2 to 4.1.2.6

Region 3 – 4.1.2.2 to 4.1.2.6

Region 4 – 4.1.2.2 to 4.1.2.6

Region 5 – 4.1.2.2 to 4.1.2.6

Region 6 – 4.1.2.2 to 4.1.2.6

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This is for Standard, Overtime, Holiday and Emergency labor Rates. The Vendor should multiply the unit price for each item by the "Estimated Annual Hours" to get the extended amount.

For the parts quote section of the pricing page

Region 1 – 4.1.3.3 & 4.1.3.4

Region 2 – 4.1.3.3 & 4.1.3.4

Region 3 – 4.1.3.3 & 4.1.3.4

Region 4 - 4.1.3.3 & 4.1.3.4

Region 5 – 4.1.3.3 & 4.1.3.4

Region 6 – 4.1.3.3 & 4.1.3.4

The vendor MUST provide a markup percentage based on an estimated parts cost of \$2,500. The following is an example:

<u>Description</u>	<u>Est. Parts</u>	<u>Unit Price</u>	<u>Ext. Amount</u>
Parts Percentage Markup	\$2,500.	Per. Markup %	\$2,750.00

Vendor Markup Percentage is 10%
\$2,500 multiplied by 1.10 is \$2,750.00

Once the vendor has an extended amount for the parts quote, all extended amounts under the parts and labor should be added together for the overall total cost.

Vendor must complete the Pricing page in full as failure to complete the Pricing Page in its entirety may result in vendor bid being disqualified.

B. IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST provide a unit price for the following items:
Commodity Lines:

Region 1 – 1,2,3,4

Region 2 – 7,8,9,10

Region 3 – 13,14,15,16

Region 4 – 19,20,21,22

Region 5 – 25,26,27,28

Region 6 – 31,32,33,34

This is for Standard, Overtime, Holiday and Emergency Tower Lighting Repair.

Commodity Lines:

Region 1 – 5,6

Region 2 – 11,12

Region 3 – 17,18

Region 4 - 23,24

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Region 5 – 29,30

Region 6 – 35,36

The vendor **MUST** perform the calculation and enter the Extended Amount in the Commodity Line versus a markup percentage.

See example – the vendor would enter the amount of \$2,750 in the commodity line instead of a markup percentage.

<u>Description</u>	<u>Est.Hours</u>	<u>Unit Price</u>	<u>Ext. Amount</u>
Parts % Markup	\$2,500.00	Per. Markup 10%	\$2,750.00

Vendor Markup % is 10%

\$2,500 multiplied by 1.10 is \$2,750.00

- C. The pricing page and commodity lines contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid evaluation purposes only.

- 5.3 Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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9. 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:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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

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

10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.1.5. Failure to respond and arrive on-site within the three hour emergency response requirement.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

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11. MISCELLANEOUS:

11.1. 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: Edward L Absten
Telephone Number: 304-757-2864
Fax Number: 304-586-3528
Email Address: edabsten@aol.com

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to six (6) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 72 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

Commercial General Liability Insurance: In the amount of \$2,000,000.00 _____ or more.

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

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

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

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

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

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Absten & Sons, LLC

(Company)

 Member/Manager

(Authorized Signature) (Representative Name, Title)

304-757-2864 304-586-3528 April 28, 2015

(Phone Number) (Fax Number) (Date)

CRFQ DPS150000020 - Communications Tower Lighting Repair

Region 1: Brooke, Hancock, Ohio, Marshall, Wetzel, Tyler, Harrison, Marion, Taylor, Preston, Monongalia and Doddridge

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.1.2.2	Tower Lighting Repair STANDARD LABOR RATE	10	\$ 127.50	\$ 1275.00
4.1.2.4	Tower Lighting Repair OVERTIME LABOR RATE	10	\$ 191.25	\$ 1912.50
4.1.2.5	Tower Lighting Repair HOLIDAY LABOR RATE	5	\$ 223.00	\$ 1115.00
4.1.2.6	Tower Lighting Repair EMERGENCY LABOR RATE	10	\$ 223.00	\$ 2230.00
4.1.3.3	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	\$2,500	PERCENTAGE MARKUP= 15 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 2875.00
4.1.3.4	PARTS PERCENTAGE MARKUP NOT NORMALLY SUPPORTED AND MAINTAINED	\$2,500	PERCENTAGE MARKUP= 20 %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3000.00
(2 Man Crew)			REGION 1 OVERALL COST	\$ 12407.50

Bidder/Vendor Information:

Name: Absten & Sons, LLC

Address: 13465 Winfield Road

Winfield, WV 25213

Phone No.: 304-757-2864

Fax No.: 304-586-3528

Email Address: edabsten@aol.com

Authorized Signature *Edward L. Abaten*

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

CRFQ DPS1500000020 - Communications Tower Lighting Repair

Region 2: Jefferson, Morgan, Berkeley, Mineral, Hampshire, Grant and Hardy

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.1.2.2	Tower Lighting Repair STANDARD LABOR RATE	10	\$ 151.25	\$ 1512.50
4.1.2.4	Tower Lighting Repair OVERTIME LABOR RATE	10	\$ 226.88	\$ 2268.80
4.1.2.5	Tower Lighting Repair HOLIDAY LABOR RATE	5	\$ 264.69	\$ 1323.45
4.1.2.6	Tower Lighting Repair EMERGENCY LABOR RATE	10	\$ 264.69	\$ 2646.90
4.1.3.3	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= <u>15</u> %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 2875.00
4.1.3.4	PARTS PERCENTAGE MARKUP NOT NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= <u>20</u> %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3000.00
(2 Man Crew)			REGION 2 OVERALL COST	\$ 13626.65

Bidder/Vendor Information:

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Address: 13465 Winfield Road

Winfield WV 25213

Phone No.: 304-757-2864

Fax No.: 304-586-3528

Email Address: edabsten@aol.com

Authorized Signature *Edward L. Absten*

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Failure to use this form may result in disqualification

CRFQ DPS150000020 - Communications Tower Lighting Repair

Region 3: Randolph, Upshur, Pendelton, Gilmer, Pocahontas, Tucker, Barbour, Braxton, Webster, and Lewis

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.1.2.2	Tower Lighting Repair STANDARD LABOR RATE	10	\$ 127.50	\$ 1275.00
4.1.2.4	Tower Lighting Repair OVERTIME LABOR RATE	10	\$ 191.25	\$ 1912.50
4.1.2.5	Tower Lighting Repair HOLIDAY LABOR RATE	5	\$ 223.00	\$ 1115.00
4.1.2.6	Tower Lighting Repair EMERGENCY LABOR RATE	10	\$ 223.00	\$ 2230.00
4.1.3.3	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= <u>15</u> %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 2875.00
4.1.3.4	PARTS PERCENTAGE MARKUP NOT NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= <u>20</u> %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3000.00
(2 Man Crew)			REGION 3 OVERALL COST	\$ 12407.50

Bidder/Vendor Information:

Name: Absten & Sons, LLC

Address: 13465 Winfield Road

Winfield, WV 25213

Phone No.: 304-757-2864

Fax No.: 304-586-3528

Email Address: edabsten@aol.com

Authorized Signature *Edward L. Absten*

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

CRFQ DPS150000020 - Communications Tower Lighting Repair

Region 4: Kanawha, Clay, Wirt, Wood, Calhoun, Ritchie, Mason, Jackson, Pleasants, Roane and Putnam

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.1.2.2	Tower Lighting Repair STANDARD LABOR RATE	10	\$ 127.50	\$ 1275.00
4.1.2.4	Tower Lighting Repair OVERTIME LABOR RATE	10	\$ 191.25	\$ 1912.50
4.1.2.5	Tower Lighting Repair HOLIDAY LABOR RATE	5	\$ 223.00	\$ 1115.00
4.1.2.6	Tower Lighting Repair EMERGENCY LABOR RATE	10	\$ 223.00	\$ 2230.00
4.1.3.3	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= 15%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 2875.00
4.1.3.4	PARTS PERCENTAGE MARKUP NOT NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= 20%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3000.00
(2 Man Crew)			REGION 4 OVERALL COST	\$ 12407.50

Bidder/Vendor Information:

Name: Absten & Sons, LLC

Address: 13485 Winfield Road
Winfield, WV 25213

Phone No.: 304-757-2864

Fax No.: 304-586-3528

Email Address: edabsten@aol.com

Authorized Signature *Edward L. Absten*

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

CRFQ DPS1500000020 - Communications Tower Lighting Repair

Region 5: Logan, Mingo, Cabell, Lincoln, Wayne and Boone

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.1.2.2	Tower Lighting Repair STANDARD LABOR RATE	10	\$ 127.50	\$ 1275.00
4.1.2.4	Tower Lighting Repair OVERTIME LABOR RATE	10	\$ 191.25	\$ 1912.50
4.1.2.5	Tower Lighting Repair HOLIDAY LABOR RATE	5	\$ 223.00	\$ 1115.00
4.1.2.6	Tower Lighting Repair EMERGENCY LABOR RATE	10	\$ 223.00	\$ 2230.00
4.1.3.3	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= 15%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 2875.00
4.1.3.4	PARTS PERCENTAGE MARKUP NOT NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= 20%	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3000.00
(2 Man Crew)			REGION 5 OVERALL COST	\$ 12407.50

Bidder/Vendor Information:

Name: Absten & Sons, LLC

Address: 13465 Winfield Road
Winfield, WV 25213

Phone No.: 304-757-2864

Fax No.: 304-586-3528

Email Address: edabsten@aol.com

Authorized Signature *Edward L. Absten*

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

CRFQ DPS150000020 - Communications Tower Lighting Repair

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

Item No.	Description	Estimated Annual Hours	Unit Price	Extended Amount
4.1.2.2	Tower Lighting Repair STANDARD LABOR RATE	10	\$ 127.50	\$ 1275.00
4.1.2.4	Tower Lighting Repair OVERTIME LABOR RATE	10	\$ 191.25	\$ 1912.50
4.1.2.5	Tower Lighting Repair HOLIDAY LABOR RATE	5	\$ 223.00	\$ 1115.00
4.1.2.6	Tower Lighting Repair EMERGENCY LABOR RATE	10	\$ 223.00	\$ 2230.00
4.1.3.3	PARTS PERCENTAGE MARKUP NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= <u>15</u> %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 2875.00
4.1.3.4	PARTS PERCENTAGE MARKUP NOT NORMALLY SUPPORTED AND MAINTAINED	5	PERCENTAGE MARKUP= <u>20</u> %	TOTAL COST = \$2500 X PERCENTAGE MARKUP \$ 3000.00
(2 Man Crew)			REGION 6 OVERALL COST	\$ 12407.50

Bidder/Vendor Information:

Name: Absten & Sons, LLC

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Winfield, WV 25213

Phone No.: 304-757-2864

Fax No.: 304-586-3528

Email Address: edabsten@aol.com

Authorized Signature *Edward L. Absten*

*Quantities are estimated annual usage for bidding purposes and bidder's information.

Failure to use this form may result in disqualification

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Absten & Sons, LLC

Authorized Signature: *Edward D. Absten* Date: 04/28/2015

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 28 day of April, 2015.

My Commission expires February 10, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC: *Marilyn Blackburn*

Purchasing Affidavit (Revised 07/01/2012)

