



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 318237

Doc Description: Addendum 1-PSC Building Maintenance and Repairs

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-12	2017-05-17 13:30:00	CRFQ 0926 PSC1700000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

WILLIAMS & SONS CONTRACTING INC.
 2980 E. DUPONT AVE.
 BELLE, WV 25015 304-595-5001 or 304-437-0816

05/17/17 10:25:53
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

Dallas W. Williams FEIN # 61-1170391

DATE 5-17-17

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission of West Virginia (PSC) to establish an open-end contract with a Vendor to perform general building maintenance and repair services at the PSC's two facilities in Charleston, WV. The Vendor will primarily perform odd-job or handyman services on a weekly and as needed basis per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Maintenance & Repairs - hourly rate	2500.00000 X	HOUR 38.50		\$ 96,250.00
Comm Code	Manufacturer	Specification	Model #		
72101500					

Extended Description :

Building Maintenance and Repairs - hourly rate

INVOICE TO		SHIP TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Building Maintenance & Repairs - emergency call out flat fee	12.00000	EA		\$ 100.00
Comm Code	Manufacturer	Specification	Model #		
72101500					

Extended Description :

Building Maintenance and Repairs - emergency call out flat fee

B10 \$ 96,350.00

SOLICITATION NUMBER: CRFQ PSC1700000003

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. The purpose of this addendum is to publish the mandatory prebid sign-in sheet.

No other Changes.

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

Terms and Conditions:

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

ATTACHMENT A

PAPERS MAY BE OUT OF ORDER DUE TO THE ACCIDENT.

I DO NOT AGREE WITH THE QUOTE BEING CALLED A CONSTRUCTION CONTRACT. IT IS FOR MAINTENANCE & REPAIRS, ODD-JOB OR HANDYMAN SERVICES AND NO JOB SHALL EXCEED \$25,000 (PAGE 33)

TO BE CALLED A CONSTRUCTION PROJECT IT MUST BE EQUAL OR GREATER THAN \$500,000 (PAGE 25)

ALL THUR THE BID SHEETS, IT REFERS TO MAINTENANCE & REPAIRS. ODD-JOBS

ALL PAPERS REQUESTED OF ME ARE ON FILE AT PSC-OFFICE AND AT THE PURCHASING OFFICE 2019 WASHINGTON ST.

SIGN IN SHEET

PLEASE PRINT

Page 1 of 3
Date: 5/9/17

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

	FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
①	Company: <u>SERVPRO</u> Rep: <u>Steve Reynolds</u> Email Address: <u>S.Reynolds@servpro9835.com</u>		PHONE <u>(304) 755-9510</u> TOLL FREE FAX <u>(304) 755-9518</u>
②	Company: <u>Servpro</u> Rep: <u>Tim McDaniel</u> Email Address: <u>T.McDaniel@servpro9835.com</u>		PHONE <u>304-542-9257</u> TOLL FREE FAX
③	Company: <u>Casto Technical Services</u> Rep: <u>Matt Long</u> Email Address: <u>mlong@castotech.com</u>	<u>540 Lem Silliman Way</u> <u>Charleston WV 25301</u>	PHONE <u>304 346 0549</u> TOLL FREE FAX <u>304 346 8920</u>
④	Company: <u>DSO mechanical</u> Rep: <u>Jeff Gilkenwater</u> Email Address: <u>Jgilkenwater@DSOmech.com</u>	<u>515 3RD AVE</u> <u>S.Chas WV 25303</u>	PHONE <u>304-744-8479</u> TOLL FREE FAX <u>304-744-8491</u>
⑤	Company: <u>PSC</u> Rep: <u>CHARLYE RANSIN</u> Email Address: <u>CRANSIN@psc.state.wv.us</u>	<u>201 BRADYS STREET</u> <u>CHARLESTON, WV 25301</u>	PHONE <u>304-340-0356</u> TOLL FREE FAX

CRFQ 0826 PSC170000003
PSC Building Maintenance and Repairs

SIGN IN SHEET

Page 2 of 3

PLEASE PRINT

Date: 5/9/17

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

	FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
⑥	Company: <u>WILLIAMS & SONS CONT INC</u> Rep: <u>Dallas W. Williams</u> Email Address: _____	<u>2980 E. DuPont Ave</u> <u>BELLE, WV 25015</u>	PHONE <u>304-437-0816</u> TOLL FREE <u>304-595-5001</u> FAX _____
⑦	Company: <u>William S and Son Cont Inc</u> Rep: <u>Sohn Higginbotham</u> Email Address: _____	<u>433 Midland ave</u> <u>Belle WV 25015</u>	PHONE TOLL FREE <u>304) 437-6056</u> FAX _____
⑧	Company: <u>Williams & Sons Cont Inc</u> Rep: <u>Anna Williams</u> Email Address: _____	<u>2980 E. DuPont Ave</u> <u>Belle WV 25015</u>	PHONE <u>304-437-0815</u> TOLL FREE <u>304-595-5001</u> FAX _____
⑨	Company: <u>WV PSC</u> Rep: <u>Sandy Mitchell</u> Email Address: <u>Smitchell@psc.state.wv.us</u>	<u>201 Brooks St</u> <u>Charleston WV 25301</u>	PHONE <u>304-340-6364</u> TOLL FREE FAX _____
⑩	Company: <u>PSC</u> Rep: <u>Melena Harding</u> Email Address: _____	<u>201 Brooks St.</u> <u>Chas. WV 25301</u>	PHONE TOLL FREE FAX _____
⑪	Company <u>WV PSC</u> Rep. <u>Don Sangid</u>	<u>201 Brooks St</u> <u>Chas. WV 25301</u>	

CRFG 0926 PSC 17 #3
PSC Building Maint.

Page 3 of 3



24-Hour Emergency Service
Independently Owned and Operated



Like it never even happened.®

Tim McDaniel
Commercial
Restoration Specialist
SERVPRO® of N. Kanawha Valley
SERVPRO® of Teays Valley
7 Pinery Lane
Nitro, WV 25143

Mobile: (304) 542-9257
Fax: (304) 755-9510
E-mail: (304) 343-6170
t.mcdaniel@servpro9835.com
servpronorthkanawhavalley.com
servproteaysvalley.com



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Williams & Lewis Contracting Inc
Company

Dallas W. Williams
Authorized Signature

5-17-17
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

COPY/RECAPTURE ANTI-FRAUD PROTECTION

CASHIER'S CHECK

The Huntington National Bank - Branch 066769
Columbus, Ohio 43219



No. 2011362588

Remitter Dallas Williams

Date 05/16/2017

Pay Five Thousand Dollars & 00/100

\$ ** 5,000.00 **

To the Order Of

State of WV Purchasing Division
Bid Number PSC1700000003

Drawer: The Huntington National Bank
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

Details on back



Security Features Included



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 318237

Doc Description: PSC Building Maintenance and Repairs

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-25	2017-05-17 13:30:00	CRFQ 0926 PSC1700000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

WILLIAMS + SONS CONTRACTING INC
 2980 EAST DUPONT AVE.
 BELLE, WV 25015 304-595-5001 - 304-437-0816

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *Dallas W. Williams* FEIN # 61-1170391 DATE 5-17-17

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission of West Virginia (PSC) to establish an open-end contract with a Vendor to perform general building maintenance and repair services at the PSC's two facilities in Charleston, WV. The Vendor will primarily perform odd-job or handyman services on a weekly and as needed basis per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Maintenance & Repairs - hourly rate	2500.00000	HOUR <i>38.50</i>		<i>96,250.⁰⁰</i>

Comm Code	Manufacturer	Specification	Model #
72101500			

Extended Description :
Building Maintenance and Repairs - hourly rate

INVOICE TO		SHIP TO	
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST		ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Building Maintenance & Repairs - emergency call out flat fee	12.00000	EA		<i>100.⁰⁰</i>

Comm Code	Manufacturer	Specification	Model #
72101500			

Extended Description :
Building Maintenance and Repairs - emergency call out flat fee

\$ 96,350.⁰⁰
Bid

PSC1700000003	Document Phase Draft	Document Description PSC Building Maintenance and Repairs	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

Public Service Commission
201 Brooks St.
Charleston, WV 25301

10am on Tuesday May 9, 2017

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

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

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

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

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

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

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

Question Submission Deadline: **May 12, 2017 at 9:00 AM (EST)**

Submit Questions to: **Jessica Chambers**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

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

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

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

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

SEALED BID: PSC 17 0000003 PSC BUILDING MAINTENANCE & REPAIRS
BUYER: JESSICA S. CHAMBERS
SOLICITATION NO.: PSC 17.3
BID OPENING DATE: 5-17-17
BID OPENING TIME: 13:30
FAX NUMBER: 304-437-0816

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

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

BID TYPE: (This only applies to CRFP)

- Technical
- Cost

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

Bid Opening Date and Time: May 17, 2017 at 1:30 PM (EST)

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

As defined in Section 3 - Qualifications (3.1.1 through 3.1.5)

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 or more

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

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

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

Cyber Liability Insurance in an amount of:

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

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

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

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

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

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

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

22. COMPLIANCE: 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.

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

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

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

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 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.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: WILLIAMS & SONS CONTRACTING INC. Dallas W. Williams
 Contractor's License No.: WV-003500

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

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

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

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. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. Required Information. The subcontractor list shall 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.

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. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. 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: Dallas W. Williams

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.
None	

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.

Dallas W. Williams OWNER
 (Name, Title)
DALLAS W. WILLIAMS OWNER
 (Printed Name and Title)
2980 R. DuPont Ave. Belle, W.Va. 25005
 (Address)
304-595-5001 / 304-437-0816
 (Phone Number) / (Fax Number)
 (email address)

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

WILLIAMS & SONS CONTRACTING INC.
 (Company)

Dallas W. Williams OWNER
 (Authorized Signature) (Representative Name, Title)

DALLAS W. WILLIAMS OWNER
 (Printed Name and Title of Authorized Representative)

MAY 17, 2017
 (Date)

304-595-5001 - 304-437-0816
 (Phone Number) (Fax Number)

PSC 29

REQUEST FOR QUOTATION
Building Maintenance and Repairs
Public Service Commission, Charleston, WV

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Public Service Commission of West Virginia (PSC) to establish an open-end contract with a Vendor to perform general building maintenance and repair services at the PSC's two facilities in Charleston, WV. The Vendor will primarily perform "odd-job or handyman" services on a weekly and as needed basis.

Due to the nature of the work and business functions of the PSC, the Vendor shall perform most required services Monday through Friday after 5:00 p.m. Vendor may also choose to complete assignments that do not require immediate attention on Saturday or Sunday (at regular pay). Scheduled PSC hearings or emergency repair situations may alter the Vendor's schedule and these issues will be discussed in Section 3.

The PSC has two facilities located in Charleston, WV. The main building is located at 201 Brooks St. and is a three story brick building of approximately 56,000 square feet, with 200 offices, two hearing rooms, and a three story parking garage connected to the building by a catwalk. The second building is adjacent to the main building and is located at 1116 Quarrier St. This facility is a three story brick building of approximately 15,000 square feet with roughly 30 offices and several small storage rooms. The two PSC buildings are separated by a 50 car parking lot and a right of way (alley) between the main building and the parking garage.

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 routine building maintenance and repair services as more fully described in these specifications.
- 2.2 **"Routine Maintenance"** means planned maintenance; tasks to be performed on a regular basis. Routine maintenance is ongoing maintenance and minor repairs to keep the facilities and grounds presentable and in proper working condition.
- 2.3 **"Non-Routine or Unscheduled Repair"** means an unforeseen or irregular maintenance task that requires special attention. Assigned tasks shall be completed by the Vendor within 48 hours.
- 2.4 **"Building Emergencies"** mean any unforeseen issue that would be harmful to the PSC facilities or employees if not repaired/corrected immediately. Vendor shall report to PSC facilities within one (1) hour of receiving emergency call out request.
- 2.5 **"PSC Building Manager"** means the Manager or Director in charge of the PSC facilities.

REQUEST FOR QUOTATION
Building Maintenance and Repairs
Public Service Commission, Charleston, WV

2.6 "Pricing Page" means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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.

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

3.1.1. Vendor must have a valid WV Contractor's License.

3.1.2. Vendor or Vendor's staff must be a WV licensed plumber.

3.1.3. Vendor or Vendor's staff must be a WV licensed electrician.

3.1.4. Vendor shall submit copies of licenses prior to contract award.

3.1.5. Vendor shall have a minimum of five years experience in building maintenance and repair services.

4. MANDATORY REQUIREMENTS:

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

4.2 ASSIGNMENTS

4.2.1 Vendor shall perform routine contract services Monday through Friday after 5:00 p.m. as required by the PSC.

4.2.2 Vendor may also choose to perform routine contract services that do not require immediate attention on Saturday or Sunday. Vendor may work day or evening hours on the weekend as long as a hearing has not been scheduled at the main PSC facility. The PSC shall incur no additional costs for Vendor working weekends.

REQUEST FOR QUOTATION
Building Maintenance and Repairs
Public Service Commission, Charleston, WV

- 4.2.2.1 The Vendor may not charge the PSC overtime rates; the PSC will only pay the hourly rates per the contract.
- 4.2.2.2 Security guards are not on duty on the weekends unless a hearing has been scheduled. Vendor should be aware some staff members may be working in their offices during the weekend but typically the Vendor will be in the facilities alone during this timeframe. Vendor shall not disrupt employees working in their offices during this time.
- 4.2.3 The amount of hours the Vendor will work is based on the repair and maintenance needs at the PSC facilities. There is not a set amount of hours guaranteed on a daily or weekly basis, but typically there is enough work for the Vendor to be at the facility multiple times and hours every week. Vendor will coordinate schedule with the PSC Building Manager in order to ensure assigned tasks are completed in a timely manner. The PSC will work with the Vendor to determine and approve the appropriate amount of hours needed to complete assigned tasks.
- 4.2.4 Vendor shall be required to be on call 24 hours a day, 7 days a week, and 365 days a year to handle building emergencies. **Building emergencies are rare but Vendor must be prepared to be on site within one hour of an emergency repair request.**
- 4.2.4.1 Vendor may charge emergency call out flat fee in addition to the Vendor's hourly contracted rate when Vendor is called to report to the PSC facility to address an emergency repair issue between the hours of 12:00 a.m. to 6:00 a.m., Monday through Sunday or on a State observed Holiday.

REQUEST FOR QUOTATION
Building Maintenance and Repairs
Public Service Commission, Charleston, WV

- 4.2.3 Examples of a building emergency may be, but not limited to, burst water pipe, toilet or sink overflowing, power outages and breakers or circuits need reset, or staff stuck in the parking garage.
- 4.2.4 Emergency repair issues shall be discussed with the PSC Building Manager and a repair plan implemented immediately.
- 4.2.5 If the Vendor is the party that identifies a possible emergency repair issue then the Vendor must contact the PSC Building Manager immediately to report the problem and to discuss repair or out of service options.
- 4.2.6 Vendor does have the latitude to shut off the water valve, turn off the breakers, etc. and then contact the PSC Building Manager. Vendor shall use best practices and sound judgment to prevent further damage to facilities.
- 4.2.7 Vendor shall provide an emergency contact number upon contract award and Vendor may not use a voicemail system for this requirement as time is of the essence in the event of a building emergency. If Vendor uses an answering service the clock starts when the PSC makes the call to report the emergency. Vendor has one hour to report to the facility. If Vendor does not arrive within the hour the emergency call out fee will not be paid by the PSC; the PSC will only pay the Vendor their hourly contracted rate.
- 4.2.8 Vendor shall notify PSC Building Manager in the event the person assigned as the primary contact for the PSC will be unavailable (vacation, medical or other emergency) and provide the contact information for the person who will be handling duties while the primary contact person is unavailable.
- 4.2.9 Vendor shall have resources/staff available at all times to complete tasks as required by the PSC.
- 4.2.9.1 At no time shall the Vendor nor the Vendor's staff be considered employees or representatives of the PSC.

REQUEST FOR QUOTATION
Building Maintenance and Repairs
Public Service Commission, Charleston, WV

- 4.2.9.2 If Vendor identifies a need for additional professional services the Vendor will discuss with the PSC Building Manager who will decide if services are required and the PSC will procure those services when and if necessary. **Maintenance performed under this contract shall not exceed \$25,000 per project in total costs.**
- 4.2.10 Vendor may be required to work on State holidays if an assigned task has been deemed as an emergency by the PSC. See Section 4.2.4.; as the emergency call out flat fee would apply in this scenario.
- 4.2.11 Vendor may choose to perform regular duties on holidays (with the approval of the PSC Building Manager), as the building is typically vacant, however, Vendor should note some employees of the PSC may be in the facilities and should not be disturbed while working in their offices. If Vendor elects to work on Holidays the Vendor shall only charge the hourly rate as awarded in the contract. No additional holiday pay or overtime pay may be charged to the PSC. Emergency call out flat fee does not apply in this scenario.

4.2.11.1 **State Observed Holidays**

4.2.11.1.1 The State may observe the day before or after a holiday depending on if the holiday falls on a weekend.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- West Virginia Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day

REQUEST FOR QUOTATION
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- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

- 4.2.12 Questions from the Vendor regarding work assignments and scheduling, billing or invoice issues, and/or supply requests shall only be communicated to the PSC Building Manger.
- 4.2.13 The Vendor will submit a daily activity log sheet to the PSC Building Manager. The activity log sheet must be submitted at the end of each work day in order for work assignments to be verified as completed. The activity log sheet and instructions on how to submit the sheet will be provided upon contract award.
- 4.2.14 The Vendor shall complete a daily time sheet, which shall include hours for all employees that performed work at the PSC facility, and Vendor shall provide this time sheet to the PSC Building Manager at the end of each work week. Work week is Monday through Sunday. Time sheet will be provided upon contract award.
- 4.2.15 The Vendor will only charge the PSC the rates as described in the contract. The PSC is not responsible for overtime or fringe benefits. The Vendor should consider these costs when determining their bid.
- 4.2.16 In most instances the Vendor will be working during hours with no PSC supervision at the facility. The Vendor will be required to use a security access card to sign in and out of the building and the PSC will use card access reports to verify hours recorded on the Vendor's time sheets.
- 4.2.16.1 The Vendor will still be required to use the access card to sign in and out even if work is only being performed on the outside of the building or parking garage.
- 4.2.17 The security passes and instructions for use will be provided to the Vendor by the PSC upon contract award.

REQUEST FOR QUOTATION
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- 4.2.18 The Vendor shall be responsible to report any errors with time sheets or security access cards to the PSC Building Manager. Time correction requests from the Vendor will not be considered after the invoice period has ended.
- 4.2.19 Work assignments will be given to the Vendor by the PSC Building Manager. Upon approval, other PSC Administration staff members may assign duties in the PSC Building Manager's absence or on an emergency basis.
- 4.2.20 Vendor may not be required to be at the PSC facility every day. However, Vendor shall be required to check in daily or as directed by the PSC Building Manager (or his/her designee) to obtain work assignments. Vendor should call PSC before 4:00 p.m. Monday through Friday or as directed by the PSC Building Manger. (this is non-billable time)
- 4.2.21 The PSC will require routine maintenance tasks to be completed by the end of each work week. A work week is Monday through Sunday. A routine maintenance schedule or check list will be discussed by Vendor and PSC upon contract award.
- 4.2.22 The PSC will require non-routine or unscheduled repair tasks to be completed within forty-eight (48) hours of Vendor being notified of the problem. The PSC shall determine when a task is considered "non-routine".
- 4.2.23 The PSC will require all emergency repair requests or safety hazards to be addressed by the Vendor within one hour of the PSC reporting the incident to the Vendor.
- 4.2.24 Vendor shall be required to walk through the facilities, at least once, to check for problems such as water leaks or power issues anytime the office will be closed for more than two consecutive days.
- 4.2.25 Vendor shall review Exhibit B for examples of routine maintenance and repair tasks. This list is not all inclusive but merely an indicator of the duties that shall be performed under this contract. Vendor

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should note additional repair, maintenance, or “odd-job” tasks may be assigned as the need arises.

4.3 SUPPLIES

4.3.3 Vendor is responsible for all tools and equipment needed to perform the tasks of this contract.

4.3.4 Vendor shall not purchase general supplies (lights, switches, faucets, etc.) needed for the building. The PSC will purchase and stock general supplies and Vendor will monitor these supplies and will be required to notify PSC Building Manager when stock needs replenished. The Vendor shall prepare a list of items needed, using contracts and sources provided by the PSC, and provide the supply list to the PSC Building Manager as needed.

4.3.5 Due to the fact the Vendor will be performing most contract services after the PSC offices are closed, and/or on the weekends, the Vendor may on a very rare occasion need to purchase supplies to complete a necessary repair to avoid a safety hazard or further damage to facilities. The Vendor must have approval from the PSC Building Manager prior to purchasing any such supplies.

4.3.5.1 The Vendor may only spend up to \$500.00 on any part or supply and only after obtaining approval from the PSC Building Manager.

4.3.5.1.1 PSC will not reimburse Vendor for tools. Only supplies shall be reimbursable and only with prior approval given by the PSC.

4.3.5.2 The Vendor must contact the PSC Building Manager to determine if the repair and or supply needed is in fact an emergency or immediate necessity and must have this prior approval documented on activity sheet or reimbursement will not be considered valid.

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- 4.3.5.3 The Vendor may only purchase items in the event the repair would cause a safety hazard to the building or PSC employees if the repair is not completed immediately.
 - 4.3.5.4 These after hour supply purchases made by the Vendor should be rare.
 - 4.3.5.5 The Vendor may not charge a mark up fee for any part or supply purchased.
 - 4.3.5.6 The Vendor must note on the daily activity log sheet the purchase and who at the PSC provided the approval. Approval may only be authorized by the PSC Building Manager or the designee in his/her absence.
 - 4.3.5.7 The Vendor shall supply an itemized receipt from the store and Vendor shall sign and date the receipt and submit with the Vendor's invoice.
 - 4.3.5.8 The Vendor is solely responsible to submit the supply charge for reimbursement. The Vendor shall submit to the PSC a separate invoice for any such supply reimbursement. Receipts and invoices for supply purchases beyond 30 days of the receipt date will not be reimbursed.
 - 4.3.5.9 The PSC is tax exempt but only if the PSC pays for an item directly. If the Vendor is charged sales tax for an emergency supply purchase the PSC will reimburse the tax shown on the Vendor's receipt, as long as it is an itemized receipt.
- 4.4 BUILDING CODES:** At a minimum, building maintenance and repairs shall comply with the current editions of the following standards and codes in effect at the time of performance.

4.4.3.1 National Electric Code (NEC)

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Pricing Pages for bid purposes by sending an email request to the following address: **Jessica.S.Chambers@wv.gov** .

6. **PERFORMANCE:** Vendor and PSC shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by PSC. 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:** PSC shall pay hourly rate and emergency call out flat fee for repairs as shown on the Pricing Pages (Exhibit A), 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.
 - 7.1.1. **Vendor shall invoice the PSC bi-monthly or monthly for hourly work completed. PSC will not pay for any services in advance.**
 - 7.1.2. **Vendor must submit a separate invoice for any supply purchase. Receipts older than 30 days will not be reimbursable.**
 - 7.1.3. **Invoice must contain the contract number, dates of service, and a copy of the Vendor's time sheets and activity sheets for the invoice period.**
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.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to PSC'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 PSC immediately of any lost, stolen, or missing card or key.**

REQUEST FOR QUOTATION
Building Maintenance and Repairs
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9.4. Anyone performing under this Contract will be subject to PSC's security protocol and procedures.

9.5. Vendor shall inform all staff of PSC'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.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

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: Dallas W. Williams
Telephone Number: 304-437-0814
Fax Number: _____
Email Address: _____

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**Exhibit A
Pricing Page**

Hourly rate

Hourly Rate	Multiply by	Estimated Work Hours	Total
\$ 38.50	x	2,500	= 96,250. ⁰⁰

Emergency call out flat fee

Fee	Multiply by	Estimated Call Out Visits	Total
\$	x	12	= 100. ⁰⁰

(Add all "total" lines together)

Total Bid 96,350.⁰⁰

Work hours and number of call outs shown on the pricing pages are not guaranteed, these amounts are only listed to determine a total bid and to award the contract.

Vendors Signature Dallas W. Williams Date 5-17-2017

Exhibit B
Examples of Routine Maintenance and Repairs

Electrical examples:

- Change lights and ballasts, including emergency or outside lights.
- Replace blown breakers or circuits.
- Replace receptacles and outlets.
- Reset tork time clocks.
- Replace small wall heaters.
- Hearing room speaker and electrical adjustments.

Plumbing examples:

- Clean and unstop toilets and drains.
- Correct any leaks in faucets or fountains.
- Replace toilets and hot water tanks when and if needed.
- Disinfect ice machines and water dispensers and change filters.
- Check sump pump and reset if needed.

Laborer examples:

- Move furniture when employees change offices.
- Assemble furniture when needed.
- Hang bulletin boards and coat hooks.
- Spot paint stairwells or offices.
- Replace broken or soiled ceiling tiles.
- Salt catwalk as needed.
- Pressure wash building, sidewalks, and parking garage and clean windows.
(Minimum of once per year)
- Minor roof patches (using roof tar).
- Adjust seats when loose in hearing room.
- Assist with surplus property removal.
- Remove dead birds from window sills.
- Remove debris from storm drains.

This is not an all inclusive list of routine maintenance or repairs but is included in this solicitation to provide the Vendor an overview of required maintenance and repair tasks. Other duties and non-routine or emergency repair requests will be assigned as needed.



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, ON FILE, after being first duly sworn, depose and state as follows:

1. I am an employee of _____ ; and,
(Company Name)
2. I do hereby attest that _____
(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.

ON FILE

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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

By Commission expires _____

(Seal)

DON'T HIRE EMPLOYERS _____
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D) _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) 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 _____ (M) _____

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 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 time within which the Obligee may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal (R) _____ (Q)
(Name of Principal)

By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

Surety Seal (U) _____ (T)
Title

_____ (V)
(Name of Surety)

_____ (W)
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

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.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS; That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

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.**

WP-75
Created 07/18/12



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 West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,900.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

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: DALLAS W. WILLIAMS

Authorized Signature: Dallas W. Williams Date: 5-17-17

State of WV

County of _____, to-wit:

Taken, subscribed, and sworn to before me this _____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____



100 Erie Insurance Place
Erie PA 16593

RENEWAL CERTIFICATE

ERIE INS PROP/CAS CO
FIVESTAR CONTRACTORS POLICY

Agent	ITEM 2. Policy Period	Policy Number
EE1484 GARRETSON INS & FIN GRP	02/22/17 TO 02/22/18	Q26 7220087 W

ITEM 1. Named Insured and Address
 WILLIAMS & SONS CONTRACTING
 INC & DALLAS WILLIAMS ATIMA
 2980 E DUPONT AVE
 BELLE WV 25015-1813

ITEM 3. Other Interest

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

THE ERIE'S LIMIT OF LIABILITY IS STATED BELOW. THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS AND ENDORSEMENTS.

LIABILITY COVERAGE

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT		\$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ 2,000,000

SCHEDULE OF INSURED'S OPERATIONS

INSURED'S OPERATIONS	STATE	NUMBER OF EMPLOYEES	DEPOSIT PREMIUM
JANITORIAL SERVICES	WV	FULL TIME	\$ INCL
		PART TIME	\$ INCL

OPTIONAL LIABILITY COVERAGES

LIABILITY DEDUCTIBLE
\$250 PROPERTY DAMAGE DEDUCTIBLE APPLIES PER OCCURRENCE

TOTAL LIABILITY PREMIUM	-	\$ 904.
TOTAL PROPERTY PREMIUM	-	EXCL
SURCHARGE IMPOSED BY THE ST OF WV	-	\$ 4.97
TOTAL DEPOSIT PREMIUM	- -	\$ 908.97

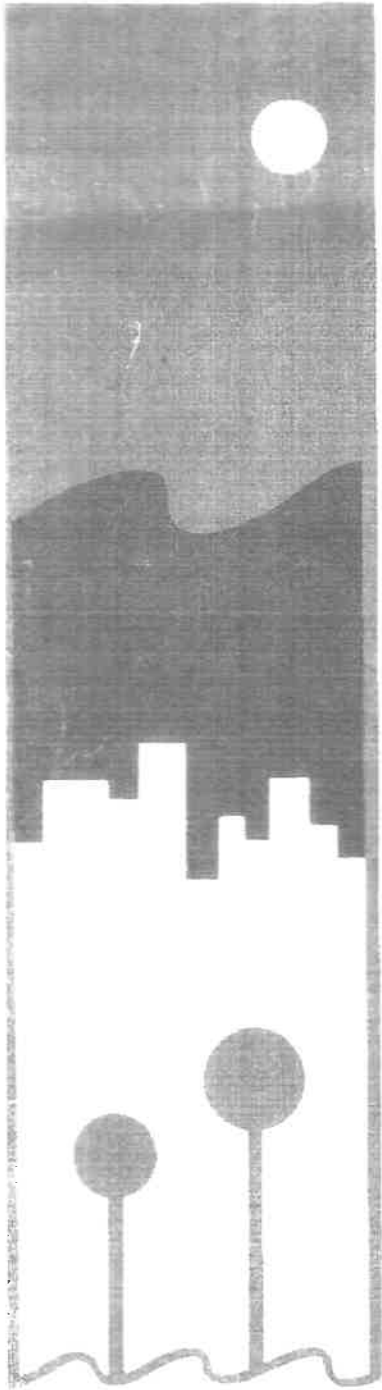
APPLICABLE FORMS - SEE SCHEDULE OF FORMS

Co. Insurance Policy Same As 7,000,000 Bond

See Reverse Side

EF1

12/16/16



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV003500

Classification:

- ELECTRICAL
- GENERAL BUILDING
- HEATING, VENTILATING & COOLING
- PLUMBING
- RESIDENTIAL

WILLIAMS & SONS CONTRACTING INC
DBA WILLIAMS & SONS CONTRACTING INC
2980 E DUPONT AVE
SHREWSBURY, WV 25015

Date Issued

Expiration Date

AUGUST 07, 2016

AUGUST 07, 2017

Dallas H. Williams

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

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



CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY

CERTIFICATE HOLDER COPY

POLICY NUMBER	EE1484	DATE ISSUED	01/18/2017
NAME AND ADDRESS OF NAMED INSURED	304-343-2460		
NAME AND ADDRESS OF CERTIFICATE HOLDER	WILLIAMS & SON CONTR INC DALLAS WILLIAMS 2980 E DUPONT AVE BELLE WV 25015-		

DALLAS WILLIAMS *
2980 E DUPONT AVE
BELLE WV
BELLE WV 25015-1213

WILLIAMS & SON CONTR INC
DALLAS WILLIAMS
2980 E DUPONT AVE
BELLE WV 25015-

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER POLICY	Q267220087	02/22/2017	08/22/2018	EACH OCCURRENCE \$ 1,000,000
				FIRE DAMAGE (Any one premises) \$ 1,000,000
				MED EXP (Any one person) \$ 5,000
				PERSONAL & ADV INJURY \$ 1,000,000
				GENERAL AGGREGATE \$ 2,000,000
				PRODUCTS-COMP OF AGG \$ 2,000,000
AUTOMOBILE LIABILITY	Q068030242	06/30/2016	06/30/2017	BODILY INJURY (EACH PERSON) \$ 100,000
				BODILY INJURY (EACH ACCIDENT) \$ 100,000
				PROPERTY DAMAGE \$ 100,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1,000,000
				EACH OCCURRENCE
				AGGREGATE
STATUTORY				
BODILY INJURY - ACCIDENT \$ 100,000				
BODILY INJURY - DISEASE \$ 100,000				
BY THROUGH \$ 100,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

UNSPECIFIED OPERATIONS & ACTIVITIES

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.

ERIE INSURANCE

SEE REVERSE SIDE

AUTHORIZED REPRESENTATIVE *Marc Cipriani*



100 Erie Insurance Place
Erie, PA 16530

ERIE INS PROP/CAS CO
FIVESTAR CONTRACTORS POLICY

RENEWAL CERTIFICATE

Agent	ITEM 2. Policy Period	Policy Number
EE1484 GARRETSON INS & FIN GRP	02/22/17 TO 02/22/18	Q26 7220087 W

ITEM 1. Named Insured and Address
WILLIAMS & SONS CONTRACTING
INC & DALLAS WILLIAMS ATIMA
2980 E DUPONT AVE
BELLE WV 25015-1813

ITEM 3. Other Interest

A SCHEDULE OF FORMS

FORM NUMBER	EDITION DATE	DESCRIPTION
FS	02/02	FIVESTAR CONTRACTORS POLICY
UFC237	10/16 *	IMPORTANT NOTICE TO WEST VIRGINIA POLICYHOLDERS- WEST VIRGINIA COAL MINE SUBSIDENCE
CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0099	11/85	CHANGES IN GENERAL LIABILITY FORMS FOR COMMERCIAL PACKAGE POLICIES
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
GU42*	06/09	WEST VIRGINIA - IMPORTANT NOTICE
GU32	03/01	EXCLUSION - LEAD LIABILITY
UF4812*	03/08	IMPORTANT NOTICE - POLICY SERVICE FEES
FS0003	02/15	FIVESTAR CONTRACTORS EXTRA LIABILITY COVERAGES
GU30	03/01	AMENDMENT OF POLICY - TWO OR MORE COVERAGE PARTS
ULOW	06/14	COVERAGE FOR PUNITIVE DAMAGES (MD,NC,TN,VA,WI,WV)
CG2662	12/04	WEST VIRGINIA CHANGES - BINDING ARBITRATION
UF9632*	07/05	WEST VIRGINIA IMPORTANT NOTICE - NO FLOOD COVERAGE
ULKA	05/06	EXCLUSION - AUTOMOBILE REPAIR, SERVICES, SALES RENTAL OR LEASING
ULED	09/05	EXCLUSION - ASBESTOS

See Reverse Side

EF1

12/16/16



SCHEDULE OF FORMS (CONTINUED)

FORM NUMBER	EDITION DATE	DESCRIPTION
GU105	05/05	WEST VIRGINIA AMENDATORY ENDORSEMENT - LOSS PAYMENT CONDITION
ULQN	06/14	EXCLUSION - PROFESSIONAL LIABILITY
IL985E*	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
FS0001	09/16 *	FIVESTAR CONTRACTORS COMMERCIAL PROPERTY COVERAGE PART
UF6330*	08/09	IMPORTANT NOTICE: DO YOU USE SUBCONTRACTORS?
UF8385	03/95	IMPORTANT NOTICE
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2196	03/05	SILICA OR SILICA - RELATED DUST EXCLUSION
GU136	03/09	AMENDMENT OF MOBILE EQUIPMENT DEFINITION
IL0017	11/98	COMMON POLICY CONDITIONS
GU10	06/13	WV AMENDATORY ENDORSEMENT - SETTLEMENT OF TOTAL OR PARTIAL LOSS - REAL PROPERTY
CG2106	05/14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY- WITH LIMITED BODILY INJURY EXCEPTION
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2170	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
ULQT	03/12	EXCLUSION - SPECIFIED OPERATIONS AND ACTIVITIES

Q26 7220087



Erie Insurance
Erie PA 16501

OVER PAID

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01A
INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, USED WITH ITS PERMISSION
INFORMATION PAGE

PRIOR POLICY NUMBER - Q95 5900157

Agent	Insurance Is Provided By	Policy Number	BRANCH CODE
EE1484 GARRETSON INS & FIN GRP	FLAGSHIP CITY INS CO	35947	Q95 5900157

ITEM 1. Named Insured and Address

WILLIAMS & SONS
CONTRACTING INC
2980 E DUPONT AVE
BELLE WV 25015-1813

RE-ISSUED POLICY
REASON FOR AMENDMENT- DUE TO RATE CHANGE
CORPORATION KANAWHA CO
OTHER WORKPLACES NOT SHOWN ABOVE - AS SCHEDULED

ITEM 2. THE POLICY PERIOD IS FROM 11/09/16 TO 11/09/17 AT THE INSUREDS MAILING ADDRESS.

ITEM 3.A. WORKERS COMPENSATION INSURANCE- PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE- WV.

ITEM 3.B. EMPLOYERS LIABILITY INSURANCE- PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE-

BODILY INJURY BY ACCIDENT	\$100,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	\$500,000 POLICY LIMIT
BODILY INJURY BY DISEASE	\$100,000 EACH EMPLOYEE

ITEM 3.C. OTHER STATES INSURANCE- PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE- ALL STATES EXCEPT ND, OH, WA, WY, STATES DESIGNATED IN ITEM 3.A.,

ITEM 3.D. SEE ATTACHED ENDORSEMENT SCHEDULE

ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

SEE ATTACHED SCHEDULE OF OPERATIONS	285
CODE 0990 AMOUNT TO SATISFY POLICY MIN PREMIUM	3
EXPENSE CONSTANT	100
TOTAL ESTIMATED ANNUAL PREMIUM	\$388
WV REGULATORY SURCHARGE 5.00%	\$19
WV DEFICIT REDUCTION SURCHARGE 9.00%	\$35
DEPOSIT PREMIUM	\$442
CHANGE IN PREMIUM FOR REMAINDER OF POLICY PERIOD	\$34.00 CR
MINIMUM PREMIUM \$384	

RETURNED PAYMENT FEES WILL BE ADDED TO YOUR ACCOUNT.



** SCHEDULE OF OPERATIONS **

ITEM 4. ST LOC CODE NO	CLASSIFICATIONS	PREM BASIS TOTAL-EST ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
WV 001 9014	JANITORIAL AND MAINTENANCE	16,800	1.67	\$281
	SUB-TOTAL			281
9740	TERRORISM		.012	2
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)		.010	2
	TOTAL FOR WEST VIRGINIA			\$285
TOTAL SCHEDULE OF OPERATIONS PREMIUM				\$285

** SCHEDULE OF PRIMARY AND ADDITIONAL LOCATIONS **

LOC 001 2980 E DUPONT AVE, BELLE, WV 25015

** ENDORSEMENT SCHEDULE **

THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES- WC-C1/15,
WC-000308* (WV), WC-470301A* (WV), WC-470601* (WV), WC-000414 (WV), WC-UF4839*
(WV), WC-000419* (WV), WC-000421D* (WV), WC-000422B* (WV), WC-UF4812* (WV),
WC-UF2634* (WV), WC-UF5215* (WV), WC-UF0143* (WV), WC-000000C (WV).

** MISCELLANEOUS INFORMATION PAGE SCHEDULE **

ENDORSEMENT 308

THE FOLLOWING IS USED WITH WC000308 -
OFFICERS - DALLAS WILLIAMS
JUNE WILLIAMS
JOHN HIGGINBOTTAM

Q95 5900157