



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

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 989639

Procurement Type: Central Master Agreement

Vendor ID: 000000203417

Legal Name: PROGRESSIVE ELECTRIC INC

Alias/DBA:

Total Bid: \$139,400.00

Response Date: 03/01/2022

Response Time: 9:29

Responded By User ID: WeWireU

First Name: Duane

Last Name: Shurow

Email: dshurow@wewireu.com

Phone: 304-345-1253

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA2200000002

Published Date: 2/23/22

Close Date: 3/1/22

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 - Electrical Maintenance Services

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 989639
Solicitation Description: ADDENDUM 1 - Electrical Maintenance Services (EBAr70431)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-01 13:30	SR 0439 ESR03012200000005184	1

VENDOR
 000000203417
 PROGRESSIVE ELECTRIC INC

Solicitation Number: CRFQ 0439 EBA2200000002
Total Bid: 139400
Response Date: 2022-03-01
Response Time: 09:29:53
Comments:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Electrical Maintenance and Repair Services				139400.00

Comm Code	Manufacturer	Specification	Model #
72151500			

Commodity Line Comments: Central District Office - Charleston, WV

Extended Description:

Electrical Maintenance and Repair Services:
 Vendor must complete Exhibit A Pricing page in its entirety and submit it with their bid. Vendors must complete pricing pages for the district they are bidding on. Vendors do not have to bid on all three districts. Please see Section 5.2 of the RFQ Specifications for more information.



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 989639
Doc Description: Electrical Maintenance Services (EBAr70431)
Reason for Modification:
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-07	2022-03-01 13:30	CRFQ 0439 EBA2200000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Progressive Electric Inc.

Address : P O Box 3695, Charleston WV 25336

Street : 4961 Washington Street W, Charleston WV 25313

City :

State : **Country :** USA **Zip :**

Principal Contact : Duane A. Shurow, Vice President

Vendor Contact Phone: 304-345-1253 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Vendor Signature X

FEIN# 55-0585404

DATE March 1, 2022

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 WV Educational Broadcasting Authority(WVEBA) to establish an open-end contract for Electrical Maintenance Services at various locations. This contract may be awarded to multiple vendors based on the size of the area or district that will be covered by this contract. per the attached specifications, exhibits A-C, terms and conditions attached herein and labeled as bid documents.

*****A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.*****

INVOICE TO		SHIP TO	
EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electrical Maintenance and Repair Services		SEE PRICING SHEET		

Comm Code	Manufacturer	Specification	Model #
72151500			

Extended Description:**Electrical Maintenance and Repair Services:**

Vendor must complete Exhibit A Pricing page in its entirety and submit it with their bid. Vendors must complete pricing pages for the district they are bidding on. Vendors do not have to bid on all three districts. Please see Section 5.2 of the RFQ Specifications for more information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Charleston, WV Pre-Bid	2022-02-16
2	Morgantown, WV Pre-Bid	2022-02-17
3	Beaver, WV Pre-Bid	2022-02-18
4	Question Deadline, 3:00 PM	2022-02-22

	Document Phase	Document Description	Page 3
EBA220000002	Draft	Electrical Maintenance Services (EBAr70431)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

Vendors must attend at least one location to bid:

WV Educational Broadcasting, 600 Capitol St., Charleston, WV 25301

Date and Time: Wednesday, February 16, 2022, 11:30 a.m.

WV Educational Broadcasting, 191 Scott Ave., Morgantown, WV 26508

Date and Time: Thursday, February 17, 2022, 11:30 a.m.

WV Educational Broadcasting, 124 Industrial Park Road, Beaver, WV 25318

Date and Time: Friday, February 18, 2022, 11:30 a.m.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: Tuesday, February 22, 2022, 3:00 p.m.

Submit Questions to: Linda Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.b.harper@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: ELECTRICAL MAINTENANCE SERVICES
BUYER: LINDA HARPER
SOLICITATION NO.: CRFQ EBA2200000002
BID OPENING DATE: 03/01/2022
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

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 a 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 prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: TUESDAY, MARCH 1, 2022, 1:30 PM

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on the effective start date listed on the first page of this Contract and the initial term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

Other: See attached _____

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

All licenses as outlined in section 3.3.2 of the specifications

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

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

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

10. [Reserved]

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

N/A _____ for N/A _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

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

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


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

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

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

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

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.

 V.P.

(Name, Title)
Duane A. Shurow, Vice President

(Printed Name and Title)
P O Box 3695, Charleston WV 25336

(Address)
(304) 345-1253 / (304) 345-1256

(Phone Number) / (Fax Number)
dshurow@wewireu.com

(email address)

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

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

Progressive Electric Inc.

(Company)

 V.P.

(Authorized Signature) (Representative Name, Title)

Duane A. Shurow, Vice President

(Printed Name and Title of Authorized Representative)

March 1, 2022

(Date)

(304) 345-1253 / (304) 345-1256

(Phone Number) (Fax Number)

**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.

Progressive Electric Inc.
Company

 V.P.
Authorized Signature Duane A. Shurow, Vice President

March 1, 2022
Date

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

REQUEST FOR QUOTATION EBAr70431
Electrical Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Educational Broadcasting Authority, WVEBA, (Agency) to establish an open-end contract for electrical maintenance services at three office locations in Beckley, Charleston, and Morgantown, WV. This contract may be awarded to multiple Vendors based upon Districts as outlined in this solicitation. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

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 Item or Contract Items:** The list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **Maintenance, or Repair:** includes all work described in this solicitation. It is intended to cover electrical work performed on an as-needed basis to identify and correct a malfunction or failure, repair damage, install or replace equipment, and testing to ensure that the electrical system or equipment is in proper working order after the repair.

 - 2.3 **Pricing Pages:** The schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.4 **Service Call:** Work performed under this contracted as represented by a single Agency purchase order or release order.

 - 2.5 **Solicitation:** The official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **General Provisions:**

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Electrical Maintenance

- 3.1.1.1** Vendor may only remove equipment from service with written permission from the Agency. Any request to remove equipment from service must include a description of the work required and an estimate of the time the equipment will be out of service. Email shall be sufficient for these notifications.
- 3.1.1.2** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.1.3** Vendor shall respond to maintenance calls by phone within four (4) hours of notification to schedule a time for repair and ascertain the location of the required maintenance or repair.
- 3.1.1.4** Vendor shall perform emergency maintenance or repairs when requested by the Agency. Vendor shall respond to all emergency requests within sixty (60) minutes by phone to ascertain the scope of the emergency and must deploy staff no later than six (6) hours from time of notification of the emergency and must arrive on site within 12 hours of notification unless a later deployment or arrival is approved by the Agency in writing. Email shall be sufficient for this approval. If Vendor is unable to arrive for emergency service at a time that is acceptable to Agency, Agency may, at its own discretion, obtain the service from a third party.
- 3.1.1.5** Vendor shall provide equipment maintenance in accordance with manufacturer's recommendations.
- 3.1.1.6** Vendor shall provide a twelve (12) month warranty for all repairs performed under this contract.
- 3.1.1.7** Vendor shall, at all times maintain the proper operating parameters as specified by the manufacturer.
- 3.1.1.8** Vendor shall perform all necessary examinations and adjustments to maintain equipment at manufacture 's limits.
- 3.1.1.9** Vendor shall furnish all equipment, tools and parts necessary in the performance of the maintenance and repair of the equipment. Equipment and tools shall be provided by the Vendor, at no cost to the Agency. Parts shall be procured by the Vender, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. Vendor shall provide a copy of the invoice and manufacturer's warranty prior to reimbursement. Non-reusable parts and supplies shall be supplied by the

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Electrical Maintenance

Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

- 3.1.1.10** Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be equal to or better than the original manufacturer's parts.
- 3.1.1.11** Vendor shall procure and install all necessary repair parts under this contract. Agency reserves the right to competitively bid all parts and labor for major repairs to the equipment.
- 3.1.1.12** If permits, special permissions, or other approvals are required for work under this contract Vendor shall be required to obtain these approvals.

3.1.2 Electrical Maintenance or Repair shall include but not be limited to:

- 3.1.2.1** Repair or replacement of damaged or failing electrical components including but not limited to:
 - 3.1.2.1.1** Electrical generators
 - 3.1.2.1.1.1** Including whole building generators
 - 3.1.2.1.1.2** Including transfer switches
 - 3.1.2.1.2** Electrical Uninterruptible Power Supplies (UPS's)
 - 3.1.2.1.2.1** Including whole building UPS's
 - 3.1.2.1.2.2** Including transfer switches
 - 3.1.2.1.3** Electrical Breakers and Fuses
 - 3.1.2.1.4** Electrical Breaker/Fuse panels and subpanels.
 - 3.1.2.1.5** Electrical conduit and wire hangers
 - 3.1.2.1.6** Bulbs and Fixtures (when not a routine change)
 - 3.1.2.1.7** Light Switches and receptacles
- 3.1.2.2** Upgrades to the electrical system as required, including but not limited to:
 - 3.1.2.2.1** When required due to code changes
 - 3.1.2.2.2** When required due to inspection shortcomings
 - 3.1.2.2.3** When required by the alteration / addition of equipment
- 3.1.2.3** Miscellaneous work: Vendor must repair or correct any issues relating to their electrical work.
 - 3.1.2.3.1** Including, but not limited to:
 - 3.1.2.3.1.1** Tiles, both ceramic and ceiling

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Electrical Maintenance

3.1.2.3.1.2 Drywall

3.1.2.3.1.3 Fixtures

3.1.2.3.1.4 Carpeting and other flooring

3.1.2.3.1.5 Electrical components such as boxes, switches, and equipment racks

3.1.2.3.2 Vendor may subcontract miscellaneous work

3.1.3 Subcontracted Tasks:

3.1.3.1 Vendor may subcontract tasks as necessary if the task falls within the scope of this contract.

3.1.3.2 Subcontracting should be kept to a minimum and only used if absolutely necessary. Vendor is still expected to perform the majority of the work on this contract.

3.1.3.3 Excessive use of subcontractors with the exception of Miscellaneous Work, as outlined in section 3.1.2.3, could result in the cancellation of the contract.

3.1.3.4 Vendor must ensure that all subcontractors meet State requirements for performance of the task. This shall include but not be limited to having the necessary insurance, licenses, certifications, and permits. More details are provided in the ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only), Section 8, SUBCONTRACTOR LIST SUBMISSION.

3.1.3.5 Agency shall reimburse Vendor for subcontracted tasks at their cost times the markup submitted on the Pricing Page(s). Vendor must supply a copy of their invoice documenting these costs when billing the Agency.

3.1.4 Parts:

3.1.4.1 Vendor is responsible for procuring all necessary parts needed to perform Maintenance or Repairs under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$1,000.00.

3.1.4.2 Agency shall reimburse Vendor for parts at their cost times the markup submitted on the Pricing Page(s). Vendor must supply a copy of their invoice documenting

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Electrical Maintenance

these costs when billing the Agency. An example is provided on Exhibit C, Sample Invoice.

3.1.4.3 Agency shall reimburse the Vendor for actual freight costs for parts. Vendor must supply a copy of their invoice documenting these costs when billing the Agency.

3.1.4.4 All replacement parts shall be new and equal to or better than original replaced parts.

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

3.1.5 Equipment Rental:

3.1.5.1 Equipment Rental:

3.1.5.1.1 Agency shall reimburse Vendor for equipment rental at their cost times the markup submitted on the Pricing Page(s). Vendor must supply a copy of their invoice documenting these costs when billing the Agency. An example is provided on Exhibit C, Sample Invoice.

3.1.5.1.2 Equipment Use (Vendor-owned equipment): Vendor shall not bill agency for the use of vendor-owned equipment or equipment supplied by an affiliated third party.

3.1.5.1.3 Agency shall reimburse the Vendor for actual delivery costs for rental equipment. Vendor must supply a copy of their invoice documenting these costs when billing the Agency

3.1.6 Labor:

3.1.6.1 Vendor shall quote a rate for each type of labor for electrical service as indicated on the pricing pages, Exhibit A.

3.1.6.1.1 Labor types are:

- Standard rate
- Overtime rate
- Emergency rate

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- 3.1.6.2** When invoicing for labor Vendor must have a separate line item for each type of labor performed during the service call designated by labor type. See the sample invoice, Exhibit C.
- 3.1.6.3** STANDARD: Non-emergency service. Vendor shall quote a standard hourly labor rate for these hours.
- 3.1.6.4** OVERTIME: the rate for overtime labor hours shall only apply when a Vendor employee exceeds forty (40) hours for the week during performance of services under this contract. Vendor must have advanced written approval from Agency to bill overtime labor rates. Either an agency delivery order / po or email shall be sufficient for such notifications. Vendor must also supply proof that an employee worked overtime hours while performing services under this contract.
- 3.1.6.5** EMERGENCY: the rate for emergency labor hours shall be charged to the Agency when any occurrence is declared an emergency by the Agency and the Vendor must give first priority to the Agency for any/all repairs during that emergency with the exception of overriding obligations to Homeland Security, the Department of Health and Human Resources, and law enforcement agencies. Vendor must have advanced written approval from Agency to bill emergency labor rates. Either an agency delivery order / po or email shall be sufficient for such notifications.
- 3.1.6.6** TRAVEL: Vendor may not invoice for travel of any kind.
- 3.1.6.7** Service requiring Vendor personnel to remain on-site overnight:
- 3.1.6.7.1** Vendor must notify Agency when providing service call estimates if they intend to keep personnel on-site overnight. Vendor must specify every night for which they wish to invoice the Agency. Vendor must receive written pre-approval from the Agency to be permitted an overnight stay. Either an agency delivery order / po or email shall be sufficient for such notifications.

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- 3.1.6.7.2** Agency shall reimburse Vendor for meals & incidentals and lodging only. Vendor must include a copy of their lodging invoice for verification. Agency shall reimburse the Vendor for meals and incidentals based upon the West Virginia Purchasing Division's Per Diem Rates on the day the expense is incurred. These rates may be found here: <http://www.state.wv.us/admin/purchase/travel/perdiem.html>. Agency shall reimburse the Vendor for lodging based upon either the Per Diem Rates or the Vendor's actual cost for lodging, whichever is less.
- 3.1.6.7.3** Vendor must submit a copy of the applicable per diem rates with their invoice. See Exhibit C, Sample Invoice, for an example.
- 3.1.6.7.4** Vendor shall only bill labor for time spent on site during overnight stays. Vendor shall not bill for travel time between Agency site and lodging or any other time spent off site.
- 3.2 Facility Access:** Performance of Contract Services may require access cards and/ or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 3.2.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 3.2.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 3.2.3** Vendor shall notify Agency immediately of any lost, stolen, or missing key.
- 3.2.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 3.2.5** Vendor shall inform all staff of Agency's security protocol and procedures.
- 3.3 Qualifications:** Vendor shall have the minimum qualifications
- 3.3.1** Vendor must have been in the business of electrical service for a period of not less than five (5) years.

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3.3.2 Vendor must be licensed or have staff or subcontractors who are licensed to perform specified services in the State of West Virginia. These licenses include, but are not limited to:

3.3.2.1 Vendor: Contractor's license.

3.3.2.2 Electricians: Electrician's license.

All licenses must remain in effect and valid for the term of this contract including any renewals.

4. Area of Service

4.1 In order to make it easier for potential vendors to bid on this solicitation, the sites to be serviced have been divided into geographical districts. Vendors shall indicate in the "Pricing Pages" which "District(s)" they wish to service. The Agency reserves the right to make multiple or split awards to this contract due to the size of the area to be covered by this contract. The "Districts" are defined as follows:

4.1.1 Northern District:

4.1.1.1 Agency's Northern Office is located at
191 Scott Ave
Morgantown, WV 26508.

4.1.1.2 The contact person is:
Rodney Swisher
Phone: (304) 284-1465
Email: RSwisher@WVPublic.Org

4.1.1.3 When servicing this office Vendor's maintenance staff shall notify the Agency contact prior to arrival on each day of servicing.

4.1.2 Central District:

4.1.2.1 Agency's Central Office is located at
600 Capitol St
Charleston, WV 25301.

4.1.2.2 The contact person is:
Randall Comm
Phone: (304) 556-4942
Email: RComm@WVPublic.Org

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4.1.2.3 When servicing this office Vendor's maintenance staff shall notify the Agency contact prior to arrival on each day of servicing.

4.1.3 Southern District:

4.1.3.1 Agency's Southern Office is located at
124 Industrial Park Rd
Beaver, WV 25813.

4.1.3.2 The contact person is:
Dale Malcomb
Phone: (304) 254-7858
Email: DMalcomb@WVPublic.Org

4.1.3.3 When servicing this office Vendor's maintenance staff shall notify the Agency contact prior to arrival on each day of servicing.

4.2 Out of Contract Service: Agency reserves the right to request services from non-contract holders, when the agency deems it necessary to maintain operations, and such act will not be deemed a breach of contract.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded by District: see Section 4, Area of Service. Contract(s) will be awarded to the Vendor(s) that provide the Contract Items meeting the required specifications for the lowest Total Bid Cost(s) as shown on the Pricing Pages (Exhibit A).

5.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the table for each District (see Exhibit B, Sample Pricing Pages). Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendor must only complete pricing pages for each District on which they wish to bid.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Note: The Pricing Pages supplied in Excel format will execute all calculations once the Vendor-required information has been entered.

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Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby.L.Welch@WV.Gov.

6. ORDERING AND PAYMENT:

6.1 Ordering:

6.1.1 Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.1.2 Prior to initiating service work under this contract Vendor shall provide Agency an estimate of expected costs for the work. Vendor shall not perform work under this contract until it receives an Agency purchase order or release order for the work to be performed (service call). This document shall include, but not be limited to:

6.1.2.1 The location of the work (office address).

6.1.2.2 The scope of work to be performed.

6.1.2.3 Detailed estimates of the expected costs including, but not limited to:

6.1.2.3.1 Labor: Standard, overtime, or emergency electrical labor as applicable.

6.1.2.3.2 Subcontracted Tasks

6.1.2.3.3 Parts

6.1.2.3.4 Equipment Rental

6.1.2.4 See Exhibit C, Sample Invoice. The pre-work estimate should include similar information as this invoice.

6.1.2.5 If conditions on site are different than originally anticipated when estimating costs, Vendor must notify Agency in writing of any estimate adjustments before work commences and receive written approval from Agency to proceed with the work. Email shall be sufficient for these notifications and approvals.

Once the work has been completed the Agency shall revise the purchase order or release order to reflect the actual costs of the service call.

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6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6.2.1 Contract Maintenance and Repair Fees: All contract maintenance and repair fees will be based on a Per Hour basis as outlined in Section 3.1.6, Labor, plus subcontractor costs as outlined in Section 3.1.3, Subcontracted Tasks, plus parts as outlined in Section 3.1.4, Parts / Materials, plus equipment fees as outlined in Section 3.1.5, Equipment Rental.

6.2.2 Invoicing: Vendor must submit an invoice, as outlined in section 8.1.3, Invoicing, for each service call as represented by an Agency purchase order or release order.

6.2.2.1 Vendor shall not split the charges for one service call between multiple invoices.

6.2.2.2 Vendor shall not include costs for multiple service calls on one invoice.

7. CONTRACT VALUE LIMIT

7.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

7.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

8. BILLING / PAYMENT:

8.1 Maintenance or Repair:

8.1.1 Labor: Labor for Maintenance or repair will be billed on a per hour basis using the number of hours actually worked and the applicable hourly rates bid by vendor. Vendor may not bill for non-working hours such as taking meals or staying in a hotel.

8.1.2 Subcontracted Tasks, Parts, and Equipment Rentals: Subcontracted tasks, parts, and equipment rentals for maintenance or repairs will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by

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Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

<u>Multiplier</u>	<u>Meaning</u>
0.5	Vendor sells parts to Agency at one-half of Vendor's cost
1.0	Vendor sells parts to Agency at Vendor's cost
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for delivery of parts and rented equipment provided that the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

8.1.3 Invoicing, See Exhibit C, Sample Invoice:

- 8.1.3.1** The company name and address on the invoice must EXACTLY match the information in the Vendor's Purchasing Division registration (wvOASIS). Non-matching information could result in invoice rejections and delay payment.
- 8.1.3.2** Vendor must include the dates for which service was provided on their invoices.
- 8.1.3.3** Vendor must include a description / scope of the work performed on their invoices.
- 8.1.3.4** Labor: Vendor must include a line on their invoices for each type of labor applicable to the service work as described in section 3.1.6.1. Vendor must indicate the hours for each type and multiply the hours by the applicable charges as provided

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on their Pricing pages to calculate a total charge per labor type.

8.1.3.5 Overnight stays: Agency shall reimburse Vendor overnight expenses as outlined in section 3.1.6.7.4.

8.1.3.5.1 Vendor must submit a copy of their lodging invoice in order to obtain reimbursement for both lodging and meals and incidentals.

8.1.3.5.2 Lodging shall be reimbursed at either the applicable per diem rate or the actual cost, whichever is less.

8.1.3.5.3 The number of reimbursable days for meals and incidentals shall be calculated as the number of lodging nights plus one (1) to account for the work / travel day after checking out.

8.1.3.5.4 Vendor must submit separate meal and incidental lines on their invoices for travel days and non-travel days as they have different rates.

8.1.3.6 Subcontracted Tasks: Vendor must include a line on their invoices for each subcontracted task showing their cost and multiplying this cost by the "Multiplier" as provided on their Pricing pages to calculate a total charge for each subcontracted task. Vendor must provide an invoice or other proof of their cost for each subcontracted task for which they are invoicing. Vendor shall be reimbursed for subcontractors as outlined in section 3.1.3.

8.1.3.7 Parts: Vendor must include a line on their invoices for each part supplied showing their cost and multiplying this cost by the "Multiplier" as provided on their Pricing pages to calculate a total charge for each part. Vendor must provide an invoice or other proof of their cost for each part for which they are invoicing. Vendor shall be reimbursed for parts as outlined in section 3.1.4.

8.1.3.8 Equipment Rental: Vendor must include a line on their invoices for each piece of equipment rented showing their cost and multiplying this cost by the "Multiplier" as provided on their Pricing pages to calculate a total charge for each piece of equipment rented. Vendor must provide an invoice or other proof of their cost for each piece of equipment rented for which they are invoicing. Vendor shall be reimbursed for equipment rentals as outlined in section 3.1.5.

9. DEFAULT:

9.1 The following shall be considered a default under this Contract.

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- 9.1.1 Failure to perform Maintenance or Repairs in accordance with the requirements contained herein.
- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or tower site Maintenance generally.
- 9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available upon default.

- 9.2.1 Cancellation of the Contract
- 9.2.2 Cancellation of one or more release orders issued under this Contract.
- 9.2.3 Any other remedies available in law or equity.

9.3 Agency reserves the right to inspect the Maintenance and Repairs to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

10. MISCELLANEOUS:

10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2 Vendor Supply: Vendor must carry sufficient inventory of the parts required to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

10.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for

REQUEST FOR QUOTATION EBA70431
Electrical Maintenance

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: Duane A. Shurow
Telephone Number: (304) 345-1253
Fax Number: (304) 345-1256
Email Address: dshurow@wewireu.com

EBAr70431, EXHIBIT A - PRICING PAGES - CENTRAL DISTRICT
 District office, Charleston: 600 Capitol St, Charleston, WV 25301

Electrical Maintenance or Repair per section 3.1.2					
ELECTRICAL MAINTENANCE OR REPAIR	HOURLY RATE	X	ESTIMATED YEARLY QUANTITY	=	YEARLY COST
STANDARD RATE	\$ 130.00	X	250	= \$	32,500.00
OVERTIME RATE	\$ 195.00	X	20	= \$	3,900.00
EMERGENCY RATE	\$ 260.00	X	10	= \$	2,600.00
TOTAL ELECTRICAL YEARLY COST				= \$	39,000.00

Subcontracted Tasks per section 3.1.3					
ESTIMATED YEARLY SUBCONTRACTOR COST	X	MULTIPLIER		=	YEARLY COST
\$20,000.00	X	1.18	TOTAL SUBCONTRACTOR YEARLY COST	= \$	23,600.00

Parts / Materials per section 3.1.4					
ESTIMATED YEARLY PARTS COST	X	MULTIPLIER		=	YEARLY COST
\$50,000.00	X	1.28	TOTAL PARTS / MATERIALS YEARLY COST	= \$	64,000.00

Equipment Rental per section 3.1.5					
ESTIMATED YEARLY EQUIPMENT RENTAL COST	X	MULTIPLIER	AT COST	=	YEARLY COST
\$10,000.00	X	1.28	TOTAL EQUIPMENT YEARLY COST	= \$	12,800.00

TOTAL BID COST**	\$ 139,400.00
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* REQUIRED FIELDS ARE HIGHLIGHTED IN LIGHT ORANGE.
 **TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION

EBAr70431, EXHIBIT A - PRICING PAGES - SOUTHERN DISTRICT
 District office, Beckley: 124 Industrial Park Rd, Beaver, WV 25813

Electrical Maintenance or Repair per section 3.1.2					
ELECTRICAL MAINTENANCE OR REPAIR	HOURLY RATE	X	ESTIMATED YEARLY QUANTITY	=	YEARLY COST
STANDARD RATE	\$ -	X	100	= \$	-
OVERTIME RATE	\$ -	X	20	= \$	-
EMERGENCY RATE	\$ -	X	10	= \$	-
TOTAL ELECTRICAL YEARLY COST				= \$	-
Subcontracted Tasks per section 3.1.3					
ESTIMATED YEARLY SUBCONTRACTOR COST	X	MULTIPLIER		=	YEARLY COST
\$20,000.00	X		TOTAL SUBCONTRACTOR YEARLY COST	= \$	-
Parts / Materials per section 3.1.4					
ESTIMATED YEARLY PARTS COST	X	MULTIPLIER		=	YEARLY COST
\$50,000.00	X	0.00	TOTAL PARTS / MATERIALS YEARLY COST	= \$	-
Equipment Rental per section 3.1.5					
ESTIMATED YEARLY EQUIPMENT RENTAL COST	X	MULTIPLIER	AT COST		YEARLY COST
\$10,000.00	X	0.00	TOTAL EQUIPMENT YEARLY COST	= \$	-
TOTAL BID COST**					\$ -
* REQUIRED FIELDS ARE HIGHLIGHTED IN LIGHT ORANGE.					
**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION					

EBAr70431, EXHIBIT A - PRICING PAGES - NORTHERN DISTRICT
 District office, Morgantown: 191 Scott Ave, Morgantown, WV 26508

Electrical Maintenance or Repair per section 3.1.2					
ELECTRICAL MAINTENANCE OR REPAIR	HOURLY RATE	X	ESTIMATED YEARLY QTY	=	YEARLY COST
STANDARD RATE	\$ -	X	100	=	\$ -
OVERTIME RATE	\$ -	X	10	=	\$ -
EMERGENCY RATE	\$ -	X	5	=	\$ -
TOTAL ELECTRICAL YEARLY COST				=	\$ -
Subcontracted Tasks per section 3.1.3					
ESTIMATED YEARLY SUBCONTRACTOR COST	X	MULTIPLIER		=	YEARLY COST
\$10,000.00	X		TOTAL SUBCONTRACTOR YEARLY COST	=	\$ -
Parts / Materials per section 3.1.4					
ESTIMATED YEARLY PARTS COST	X	MULTIPLIER		=	YEARLY COST
\$15,000.00	X		TOTAL PARTS / MATERIALS YEARLY COST	=	\$ -
Equipment Rental per section 3.1.5					
ESTIMATED YEARLY EQUIPMENT RENTAL COST	X	MULTIPLIER	AT COST		YEARLY COST
\$2,000.00	X		TOTAL EQUIPMENT YEARLY COST	=	\$ -
TOTAL BID COST**					\$ -
* REQUIRED FIELDS ARE HIGHLIGHTED IN LIGHT ORANGE.					
**TOTAL BID COST IS CALCULATED BY ADDING THE TOTAL YEARLY COST FOR EACH SECTION					



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

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, TO-WIT:


I, Duane A. Shurow, after being first duly sworn, depose and state as follows:

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Duane A. Shurow

Signature: 

Title: Vice President

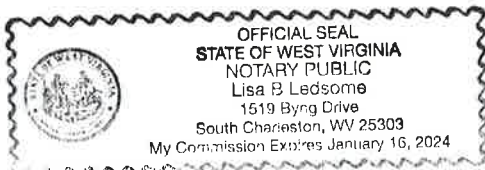
Company Name: Progressive Electric Inc.


Date: March 1, 2022

Taken, subscribed and sworn to before me this 1st day of March, 2022.

By Commission expires January 16, 2024

(Seal)




(Notary Public)

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Electrical Maintenance Services, West Virginia Educational Broadcasting Authority, Various Locations

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 1st day of March, 2022.

Principal Seal

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

Surety Seal



Nationwide Mutual Insurance Company
(Name of Surety)
By: [Signature]
Tammy Selbe, Attorney-In-Fact
Licensed WV Resident Agent

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANDREW K TEETER, DOUGLAS P TAYLOR, KIMBERLY L MILES, TAMMY SELBE

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

UNLIMITED

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

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

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

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

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

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

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

Antonio C. Albanese

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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

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



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

Suzanne C. Dello
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of March, 2022.

Laura B. Guy

Assistant Secretary

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Progressive Electric Inc.

Authorized Signature: [Signature] Date: March 1, 2022

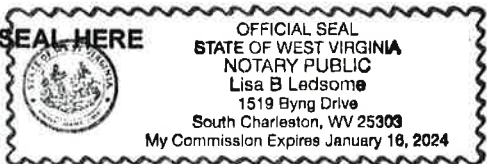
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1st day of March, 2022

My Commission expires January 16, 2024, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/07/2017)