



State of West Virginia  
Agency Contract

Order Date: 11-13-2024

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	ACT 0512 2843 MHC2500000001 1	Procurement Folder:	1554166
Document Name:	GENERATOR RENTAL	Reason for Modification:	
Document Description:	EMERGENCY GENERATOR RENTAL- 3 MONTH		
Procurement Type:	Agency Contract - Fixed Amt		
Buyer Name:	Roberta A Wagner		
Telephone:	(304) 558-0437		
Email:	roberta.a.wagner@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	11-04-2024
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	01-31-2025

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b> VS0000012515 Universal Engineering & Contracting LLC 400 AIRPORT RD STE 7  ELKINS WV 26241 US <b>Vendor Contact Phone:</b> 304-678-9065 <b>Extension:</b>  <b>Discount Details:</b>				<b>Requestor Name:</b> Jessica D Morris <b>Requestor Phone:</b> (304) 363-2500 <b>Requestor Email:</b> jessica.d.morris@wv.gov	
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-363-2500 HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR HEALTH CARE  401 GUFFEY ST  FAIRMONT WV 26554  US	PROCUREMENT OFFICER - 304-363-2500 HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR HEALTH CARE  401 GUFFEY ST  FAIRMONT WV 26554  US

Total Order Amount: \$60,402.00

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Melissa S Spitzer

DATE: 2024-11-13

ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, Universal Engineering & Contracting LLC dba Mountaineer Generator Service, agrees to enter with the State of West Virginia, The West Virginia Office of Shared Administration, Department of Health Facilities, John Manchin Sr. Health Care into a contract to provide generator rental services per the specifications, terms and conditions, bid requirements, dated 10/30/2024, and the vendor's bid dated 10/31/2024 incorporated herein by reference and made a part of hereof.

Initial Contract Term: This Contract becomes effective on 11/4/2024 and extends for a period of Three (3) Months with Zero (0) Renewals.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72151516	3.00000	EA	20134.000000	\$60,402.00
Service From	Service To	Manufacturer		Model No	
2024-11-04	2025-01-31				

**Commodity Line Description:** GENERATOR RENTAL

**Extended Description:**

GENERATOR RENTAL FOR 3 MONTHS

# OSA Exempt AGREEMENT

Purchase Order # ACT 0512 MHC25\*01 wvOASIS Vendor/ Customer # \_\_\_\_\_

I, Patrick Smith, President Universal Engineering & Contracting LLC, agree to perform the following services

for John Manchin Sr Health Care at 401 Guffey Street Fairmont, WV 26554

Generator Rental for 3 months. Generator must be a 370 kw with leads and be delivered, installed, tested, tear down, and removal.

Date(s) of Service: from 11/4/2024 to 1/31/2025

The rate of pay shall be \$20,134 per Month not to exceed  
\$ 60403.00 for the entire term of the contract.

**NOTE:** Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- ☒ I am not currently a full-time employee of the State of West Virginia;  
☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by \_\_\_\_\_ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ \_\_\_\_\_. The vendor serves as \_\_\_\_\_ with the title of \_\_\_\_\_, certified by \_\_\_\_\_ (Supervisor's Signature)

**GENERAL TERMS AND CONDITIONS:** The General Terms and Conditions for OSA Exempt Master Terms and Conditions ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

**APPROVED BY:**

Agency \_\_\_\_\_ Vendor \_\_\_\_\_

John Manchin Sr Health Care Universal Engineering & Contracting LLC

Patrick Smith President

11/11/2024 11/11/24

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

### **(OSA Exempt Procurements Only)**

**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.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the OSA Office of Purchasing.

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

Revised 03/4/2024

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Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at

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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.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### **3A. BID SUBMISSION**

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 Agency.

SEALED BID:   
BUYER:   
SOLICITATION NO.:   
BID OPENING DATE:   
BID OPENING TIME:   
FAX NUMBER:

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

**6. 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 West Virginia 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.

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions,  
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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.

**8. 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.

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

**10. 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>.

**10A. 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, if reciprocal preference is requested by a West Virginia resident vendor, 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>.

**11. 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.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**13. NON-RESPONSIBLE:** The Director of the OSA Office of Purchasing reserves the right to reject the bid of any vendor as Non-Responsible 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.

**14. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

**15. 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 §5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in 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 OSA Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The OSA Office of Purchasing will disclose any document labeled "confidential," "proprietary", "trade secret", or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



**GENERAL TERMS AND CONDITIONS:  
(OSA Exempt Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 OSA Office of Purchasing.

**2.5. "OSA Office of Purchasing"** means the WV Department of Human Services, Department of Health, Department of Health Facilities, Office of Shared Administration Office of Purchasing.

**2.6. "Award Document"** means the document signed by the Agency 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.

**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 [ ] and the initial contract term extends until [ ].

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of [ ] months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**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 and Agency.

**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 [90] 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, OSA, Office of Purchasing, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing 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 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 Agency by the Vendor as specified below.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the

Agency 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 received by the Agency prior to Contract award.

☐ **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 Agency 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.



WV Contractors License



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

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shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 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.

☐

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**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. 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:

☒ NA for NA

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**11. 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.

**12. 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.

**13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**15. 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.

**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. 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.

**18. CANCELLATION:** The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

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

**20. 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.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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 OSA Office of Purchasing 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. 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>

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

**31. LICENSING:** 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 OSA, Office of Purchasing Director and the Agency to verify that the Vendor is licensed and in good standing with the above entities. 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.



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

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. 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.

**35. 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.

**36. 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 OSA, Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**37. 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.

**38. REPORTS:** Vendor shall provide the Agency and/or the OSA, Office of Purchasing with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the OSA, Office of Purchasing 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 OSA, Office of Purchasing.

**39. 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.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the OSA, Purchasing Division 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 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The OSA, Office of Purchasing Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the OSA, Office of Purchasing 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.

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

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

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or

offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. 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.

**43. 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:** West Virginia Code § 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. 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.

**2A. 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 contract. 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.

**3. 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.

**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.


**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the OSA, Office of Purchasing buyer by the Agency. The OSA, Office of Purchasing buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the OSA, Office of Purchasing at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.


**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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.

**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.

Patrick Smith President  
(Name, Title)  
  
(Printed Name and Title)  
  
(Address)  
400 Airport Road STE 7 Elkins WV 26241  
(Phone Number) / (Fax Number)  
304-678-9065 pat@mountaineerGS.com  
(E-mail 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.

Universal Engineering & Contracting LLC  
(Company)  
  
(Authorized Signature) (Representative Name, Title)  
Patrick Smith President  
(Printed Name and Title of Authorized Representative)  
  
1 Nov 2024  
(Date)  
  
304-678-9065  
(Phone Number) (Fax Number)  
Revised 03/4/2024

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ACT 0512 MHQ25\*01

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)*

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Universal Engineering & Contracting LLC  
Company

[Signature]  
Authorized Signature

1 NOV 2024  
Date

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



**FEDERAL FUNDS ADDENDUM**  
**2 C.F.R. §§ 200.317 – 200.327**

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Human Services, Office of Shared Administration, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia, OSA and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

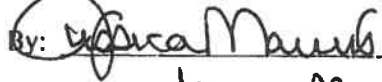
Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

OSA

By: 

Printed Name: Jessica Morris

Title: CFO

Date: 11/1/2024

Vendor Name:

By: 

Printed Name: Patrick Smith

Title: President

Date: Nov 1 2024

**EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

**W. Va. CSR § 148-1-5**



West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5 A-3-3.3d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the appropriate. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

**5.5. Vendor Debarment.** The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

**5.5.1. Debarment proceedings** shall be conducted in accordance with W. Va. Code § 5A-3-33c and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

**5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.**

**5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.**

**5.5.4. Pursuant to W. Va. Code § 5A-3-33(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.**

**5.5.5. List of Debarred Vendors.** The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

**5.5.6. Related Party Debarment.** The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

#### **5.6. Damages.**

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

#### **Credits**

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

Not for publication in the State Register or the Code of West Virginia

**EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

**Prevailing Wage Determination**

- ☐ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page



Morris, Jessica D &lt;jessica.d.morris@wv.gov&gt;

**Re: Emergency Purchase of Generator Rental- John Manchin Sr Health Care Center**

1 message

**Rosen, Bryan D** <bryan.d.rosen@wv.gov>

Tue, Oct 29, 2024 at 9:50 AM

To: "Morris, Jessica D" &lt;jessica.d.morris@wv.gov&gt;

Cc: Kristopher R Wilcoxon &lt;kristopher.r.wilcoxon@wv.gov&gt;, Matthew C Keefer &lt;matthew.c.keefer@wv.gov&gt;, Shevona R Lusk &lt;shevona.r.lusk@wv.gov&gt;, Aaron M Snodgrass &lt;aaron.m.snodgrass@wv.gov&gt;, Nicole I Anderson &lt;nicole.i.anderson@wv.gov&gt;, Owen J Carrico &lt;owen.j.carrico@wv.gov&gt;, "Wagner, Roberta A" &lt;roberta.a.wagner@wv.gov&gt;, "Dorsey, Theresa J" &lt;theresa.j.dorsey@wv.gov&gt;

Jessica, your emergency purchase request is approved. Please submit the appropriate documentation via Oasis for processing.

Bryan

On Tue, Oct 29, 2024 at 9:48 AM Morris, Jessica D &lt;jessica.d.morris@wv.gov&gt; wrote:

Hi Bryan,

John Manchin Sr Health Care Center needs to rent a generator for 3 months while our generator is being repaired. The estimated cost of this rental is \$45k. Due to regulations we must have a working generator for emergencies for power.

Thank you for this consideration.



DHF\_Logo\_horz\_RGB (1).jpg

**Jessica D. Morris**

Chief Financial Officer

John Manchin Sr Health Care Center

West Virginia Department of Health Facilities

401 Guffey Street

Fairmont, WV 26554

P: 304-363-2500 | dhfr.wv.gov

**DISCLAIMER:** The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the John Manchin Sr Health Care Center, West Virginia Department of Health Facilities, 401 Guffey Street, Fairmont, WV 26554, Telephone [insert phone number 304.363.2500 and discard this communication immediately without making any copy or distribution.



Morris, Jessica D &lt;jessica.d.morris@wv.gov&gt;

**Fwd: Quote needed for 3 month Rental of Generator- John Manchin Sr Health Care Center**

1 message

Morris, Jessica D <jessica.d.morris@wv.gov>  
To: judy@mountaineergs.com

Wed, Oct 30, 2024 at 2:48 PM

----- Forwarded message -----

From: Morris, Jessica D &lt;jessica.d.morris@wv.gov&gt;

Date: Wed, Oct 30, 2024 at 2:45 PM

Subject: Quote needed for 3 month Rental of Generator- John Manchin Sr Health Care Center

To: Jessica D Morris &lt;jessica.d.morris@wv.gov&gt;

Cc: Kristopher R Wilcoxen &lt;kristopher.r.wilcoxen@wv.gov&gt;, Nicole I Anderson &lt;nicole.i.anderson@wv.gov&gt;, Owen J Carrico &lt;owen.j.carrico@wv.gov&gt;

John Manchin Sr Health Care Center is soliciting bids for a quotation of a Generator Rental for 3 months. The Generator needs to be 370 kw with leads and the quotation must include delivery, installation, testing, tear down, and removal.

Please supply a quote to me at your earliest convenience via email to jessica.d.morris@wv.gov. I will close the bid by 11/1/24 at 8am.

Attached WV-48, TCA, Federal Funds Addendum, and Purchasing Affidavit are attached. You may use your own quote sheets if you do not want to use the WV48.

Thank you

—

**Jessica D. Morris**

Chief Financial Officer

John Manchin Sr Health Care Center

West Virginia Department of Health Facilities

401 Guffey Street

Fairmont, WV 26554

P: 304-363-2500 | dhfr.wv.gov

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**Jessica D. Morris**

Chief Financial Officer

John Manchin Sr Health Care Center



West Virginia Department of Health Facilities

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**4 attachments**



**WV48 Generator Rental.pdf**  
456K



**Generator 3 Month Rental TCA.pdf**  
1025K



**OSA pAffidavit.pdf**  
209K



**OSAFederalFundsContractClauseAddendum (1).pdf**  
438K



Morris, Jessica D &lt;jessica.d.morris@wv.gov&gt;

**Fwd: Quote needed for 3 month Rental of Generator- John Manchin Sr Health Care Center**

1 message

Morris, Jessica D <jessica.d.morris@wv.gov>  
To: stacy.stanford@baypowersolutions.com

Wed, Oct 30, 2024 at 2:46 PM

## ----- Forwarded message -----

From: Morris, Jessica D <jessica.d.morris@wv.gov>  
Date: Wed, Oct 30, 2024 at 2:45 PM  
Subject: Quote needed for 3 month Rental of Generator- John Manchin Sr Health Care Center  
To: Jessica D Morris <jessica.d.morris@wv.gov>  
Cc: Kristopher R Wilcoxon <kristopher.r.wilcoxon@wv.gov>, Nicole I Anderson <nicole.i.anderson@wv.gov>, Owen J Carrico <owen.j.carrico@wv.gov>

John Manchin Sr Health Care Center is soliciting bids for a quotation of a Generator Rental for 3 months. The Generator needs to be 370 kw with leads and the quotation must include delivery, installation, testing, tear down, and removal.

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Thank you

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Jessica D. Morris  
Chief Financial Officer  
John Manchin Sr Health Care Center  
West Virginia Department of Health Facilities  
401 Guffey Street  
Fairmont, WV 26554  
P: 304-363-2500 | dhhr.wv.gov

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image.png

Jessica D. Morris  
Chief Financial Officer  
John Manchin Sr Health Care Center

West Virginia Department of Health Facilities

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**OSAFederalFundsContractClauseAddendum (1).pdf**  
438K



Morris, Jessica D &lt;jessica.d.morris@wv.gov&gt;

---

**Quote needed for 3 month Rental of Generator- John Manchin Sr Health Care Center**

1 message

**Morris, Jessica D** <jessica.d.morris@wv.gov>

Wed, Oct 30, 2024 at 2:45 PM

To: Jessica D Morris &lt;jessica.d.morris@wv.gov&gt;

Cc: Kristopher R Wilcoxen &lt;kristopher.r.wilcoxen@wv.gov&gt;, Nicole I Anderson &lt;nicole.i.anderson@wv.gov&gt;, Owen J Carrico &lt;owen.j.carrico@wv.gov&gt;

Bcc: "Brian K. Smith" &lt;BSmith@clevelandbrothers.com&gt;, stacy.standord@baypowersolutions.com, elnsani@clevelandbrothers.com, judy@mountaineer.gs.com

John Manchin Sr Health Care Center is soliciting bids for a quotation of a Generator Rental for 3 months. The Generator needs to be 370 kw with leads and the quotation must include delivery, installation, testing, tear down, and removal.

Please supply a quote to me at your earliest convenience via email to jessica.d.morris@wv.gov. I will close the bid by 11/1/24 at 8am.

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Thank you

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DHF\_Logo\_horz\_RGB (1).jpg

**Jessica D. Morris**

Chief Financial Officer

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**OSAFederalFundsContractClauseAddendum (1).pdf**

438K

State of West Virginia  
Purchasing Division

# VERBAL BID QUOTATION SUMMARY

Agency: John Marchion Sr Health Care Center Requisition Number: ACT 0512 MTR25 #01

Date: 10/30/2024

Commodity / Service: Generator Rental 370 kw with leads for 3 months. To be delivered, installed, tested, tear down, and removal.

Delivery Requirements: 11/4/2024 - 1/31/2025 Quotes Received By: Jessica Morris, CFO

Vendor: 1. Ray Power 2. Cleveland Bros 3. Mountaineer Generator Service

Telephone Number: 540-266-7996 724 861 6080 304 6236-0011

Person Providing Verbal Bid: Stacy Stanford Brian Smith Patrick Smith

Shipping Date: when unit available when unit available 10/31/2024 11/4/2024

Terms: 3 months 3 month 3 months  
160 Running Hours per month

Date of Bid Response: 11/1/24 8:41am 11/1/24 10:06am 10/31/2024 3:00pm

Item	Quantity	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	1	370 kw Generator with leads must be delivered, installed, tested, tear down, and removal.	1	70503.05	1	68100	1	60,402.00
				Total		Total		Total
TOTAL:			1	23501.016	1	22700	1	20134

Reason for Award (No Bids Reason): Daward to Universal Engineering & Contracting LLC dba Mountaineer Generator Service for being lowest total cost for 3 month rental meeting specifications.

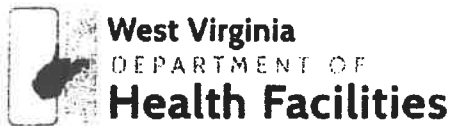
WV OASIS Vendor Customer #:

Purchase Authorized By:

Jessica Morris

Title:

CFO



STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH FACILITIES

Michael J. Caruso  
Cabinet Secretary

Nicole Anderson  
CEO/NHA

November 1, 2024

To Whom It May Concern:

Please be advised that the undersigned have evaluated the bids received in response to Requisition number: ACT 0512 MHC25\*01 Generator Rental for 3 months. After careful review, it was determined that the bid would be awarded to Mountaineer Generator Services

See bids below:

Bay Power Solutions	\$70503.05
Cleveland Brothers Equipment	\$68100.00
Mountaineer Generator Service Award	\$60402.00 <b>Recommend</b>

A handwritten signature in black ink, appearing to read "Jessica Morris", written over a horizontal line.

Jessica Morris, Chief Financial Officer





## OSA Exempt

### CERTIFICATION OF NON-CONFLICT OF INTEREST

**West Virginia Code § 5A-3-31:** "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

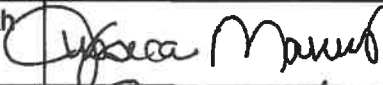
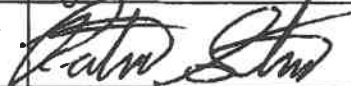
**West Virginia Code § 6B-2-5(b)(1):** "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

**West Virginia Code § 6B-2-5(d)(1):** "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control . . . ."

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [ ]

ACT 0512 MHC25\*01

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the OSA Office of Purchasing.

Name/Title	Agency	Signature	Date
Jessica Morris/CFO	John Manchin Sr Health Care Center		11/4/2024
Patrick Smith	Universal Engineering & Contracting LLC		11/4/2024

Revised March 20, 2024



UNIVENG-01

CBELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Mountaineer Insurance Services, Inc. 3154 Seneca Trail Beverly, WV 26253	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (304) 338-2902 <b>E-MAIL ADDRESS:</b> <b>FAX</b> (A/C, No): (304) 338-2904														
<b>INSURED</b> Universal Engineering & Contracting, LLC / Mountaineer Generator Service 400 Airport Rd. 6C Elkins, WV 26241	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Ohio Security Insurance Co</td><td>24082</td></tr><tr><td>INSURER B : Ohio Casualty</td><td>24074</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Co	24082	INSURER B : Ohio Casualty	24074	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Ohio Security Insurance Co	24082														
INSURER B : Ohio Casualty	24074														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS57920274	3/24/2024	3/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAS57920274	3/24/2024	3/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO57920274	3/24/2024	3/24/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	XWS57920274	3/24/2024	3/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

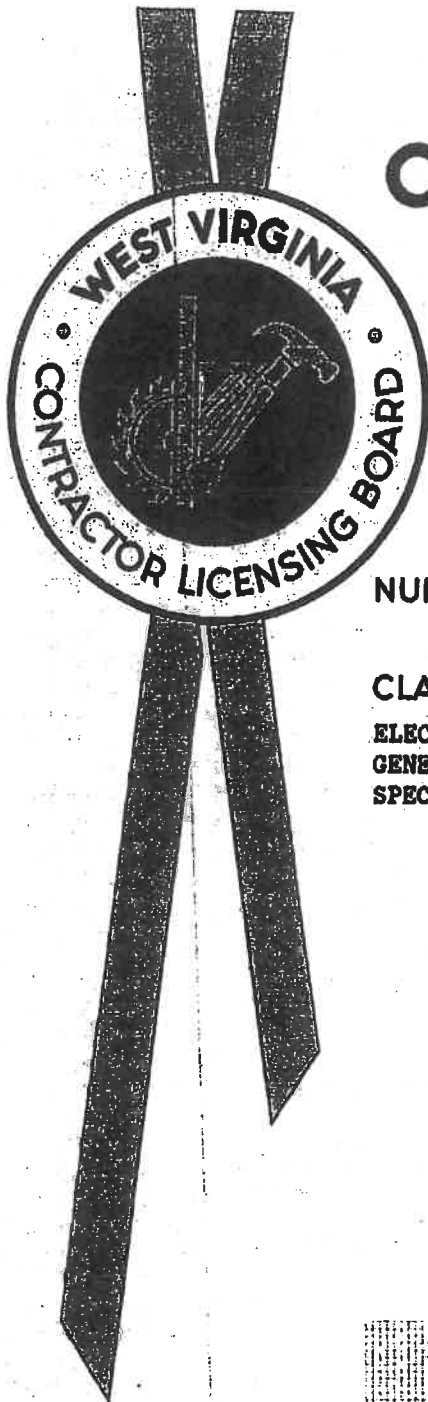
## CANCELLATION

John Manchin Sr Health Care Center  
West Virginia Department of Health Facilities  
401 Guffey Street  
Fairmont, WV 26554

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

AUTHORIZED REPRESENTATIVE





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV055952

**CLASSIFICATION:**

ELECTRICAL  
GENERAL BUILDING  
SPECIALTY

UNIVERSAL ENGINEERING & CONTRACTING LLC  
DBA UEC  
400 AIRPORT RD STE 7  
ELKINS, WV 26241

DATE ISSUED

EXPIRATION DATE

MARCH 14, 2024

MARCH 14, 2025

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

OSA Exempt

## 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:** 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 onethousand 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: Universal Engineering & Contracting LLC

Authorized Signature: [Signature] Date: 1 Nov 2024

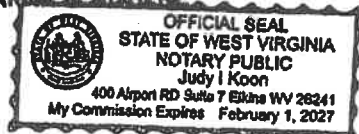
State of West Virginia

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 1<sup>st</sup> day of November, 2024.

My Commission expires February 1, 2027.

ATTACH SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/07/2017)

## Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VS0000012515	Universal Engineering & Contracting LLC	PATRICK SMITH	Active	Inactive	
From 1 to 1 of 1 First Prev Next Last <a href="#">Attachments</a>					

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#)

## ▼ General Info

**Vendor/Customer :** VS0000012515  
**Legal Name :** Universal Engineering & Cont  
**Alias/DBA :** PATRICK SMITH  
**Vendor Active Status :** Active ▼  
**Vendor Approval Status :** Complete  
**Customer Active Status :** Inactive ▼  
**Customer Approval Status :** Incomplete  
**Location Name :**  
**First Name :**  
**Middle Name :**  
**Last Name :**  
**Company Name :** Universal Engineering & Cont  
**Previous Name :**  
**Previous Street :**  
**Previous City :**  
**Previous State/Province :**   
**Previous Country :**

**Restrict Use by Department :**  
**Miscellaneous Account :**  
**Internal Account :**  
**Third Party Only :**  
**Third Party Vendor :**  
**Third Party Customer :**  
**Inventory Customer :**  
**Healthcare Provider :**  
**Never Archive :**  
**Restrict VSS Access :** No ▼  
**Discontinue - No New Business :**  
**Prevent MA Reference :**  
**PunchOut Enabled :**  
**Re-PunchOut Enabled :**  
**Electronic Order Enabled :**  
**W-9 Received :**  
**W-9 Received Date :**   
**W-8 Received :**  
**W-8 Received Date :**   
**Accepts Credit Cards :**  
**Active From :** 03/30/2017   
**Active To :**   
**Last Usage Date :** 11/01/2024  
**Department :** 0212   
**Unit :**

## ▼ Headquarters

**Headquarters Account :** Yes  
**Headquarters Account Code :** VS0000012515   
**Headquarters Account Legal Name :** Universal Engineering & Cont  
**Franchise Account :**

**Web Address http:// :** WWW.MountaineerGS.com  
**Catalog DUNS :** 080554502  
**Catalog Extended DUNS :**  
**Catalog Unique Entity Identifier :** UJHTFJ6T2DR6  
**Taxpayer ID Number :** \*\*\*\*\*9474  
**Taxpayer ID Number Type :** EIN ▼

## ▼ Organization

**Organization Type :** Company ▼  
**1099 Classification :** Sole Proprietor ▼  
**1042-S Ch. 3 Recipient Code :**   
**1042-S Ch. 4 Status Code :**   
**Number of Employees :** < 50 ▼  
**Merchant ID :**  
**Sex :** ▼  
**Date of Birth :**

**1099 Indicator :** Yes  
**1042-S Indicator :** No  
**Taxpayer ID Number :** 815229474   
**Taxpayer ID Number Type :** EIN ▼  
**Detailed TIN Type :**  
**Foreign Tax ID :**  
**GIIN :**  
**1042-S Recipient Account Number :**

<b>Marital Status :</b>	▼	<b>W-8 Form :</b>	▼
<b>Annual Income :</b>	1 - 2 million ▼	<b>Tax Profile :</b>	
<b>IRS Country of Residence :</b>		<b>Tax Profile Name :</b>	
<b>IRS Country Sub Code :</b>		<b>EBIC Number :</b>	
<b>Contract Withholding Exempt :</b>		<b>IAEC Number :</b>	
<b>National Provider ID :</b>		<b>Web Address http:// :</b>	WWW.MountaineerGS.com
<b>Assigning Authority :</b>		<b>Employee ID :</b>	
<b>CAGE Code :</b>		<b>Employee Status :</b>	▼
<b>Permanent Staffed Office in State :</b>		<b>Supplier Shared Secret :</b>	

## ▶ Disbursement Options

## ▶ Prenote/EFT

## ▶ Remittance Advice

## ▶ Vendor Terms

## ▶ Accounts Receivable

## ▶ eMALL

## ▶ Location Information

## ▶ Fee and Vendor Compliance Holds

<b>Fee Exempt :</b>		<b>Tax Clearance :</b>	
<b>Registration Application Date :</b>	03/18/2024	<b>Unemployment Insurance :</b>	
<b>Registration Effective Date :</b>	04/09/2024	<b>Worker's Compensation :</b>	
<b>Registration Expiration Date :</b>	04/09/2025	<b>Secretary of State Registration :</b>	
<b>Pre-Registration Code :</b>		<b>Federal Debarred :</b>	

## ▶ Executive Compensation

## ▶ Additional Information

## ▶ Travel

## ▶ Change Management

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### Business and Licensing

#### Online Data Services Help

### Business Organization Detail

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### UNIVERSAL ENGINEERING & CONTRACTING LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC   Limited Liability Company	2/23/2017		2/23/2017	Domestic	Profit			

Organization Information			
<b>Business Purpose</b>	2382 - Construction - Special Trade Contractors - Building Equipment Contractors (electrical & other wiring, plumbing, heating & air-conditioning, other)		<b>Capital Stock</b>
<b>Charter County</b>	Randolph	<b>Control Number</b>	0
<b>Charter State</b>	WV	<b>Excess Acres</b>	
<b>At Will Term</b>	A	<b>Member Managed</b>	MBR
<b>At Will Term Years</b>		<b>Par Value</b>	
<b>Authorized Shares</b>		<b>Young Entrepreneur</b>	Not Specified

**Addresses**

Type	Address
<b>Designated Office Address</b>	400 AIRPORT ROAD STE 7 ELKINS, WV, 26241
<b>Mailing Address</b>	400 AIRPORT ROAD STE 7 ELKINS, WV, 26241 USA
<b>Notice of Process Address</b>	UNIVERSAL ENGINEERING & CONTRACTING LLC 400 AIRPORT ROAD STE 7 ELKINS, WV, 26241
<b>Principal Office Address</b>	400 AIRPORT ROAD STE 7 ELKINS, WV, 26241 USA
Type	Address

**Officers**

Type	Name/Address
<b>Member</b>	PATRICK SMITH P O BOX 688 ELKINS, WV, 26241
<b>Organizer</b>	PATRICK SMITH P O BOX 688 ELKINS, WV, 26241
Type	Name/Address

**DBA**

DBA Name	Description	Effective Date	Termination Date
MGS	TRADENAME	5/15/2017	
MOUNTAINEER GENERATOR SERVICE	TRADENAME	5/15/2017	
JEC	TRADENAME	2/23/2017	
DBA Name	Description	Effective Date	Termination Date

**Annual Reports**

Filed For

2024
2023
2022
2021
2020
2019
2018
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Friday, November 1, 2024 — 11:40 AM

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Search Editor



- ☐ Any Words <sup>i</sup>
- ☐ All Words <sup>i</sup>
- ☐ Exact Phrase <sup>i</sup>

e.g. 123456789, Smith Corp

"Universal Engineering & Contracting LLC%"



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



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Dates



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# DEBARRED AND SUSPENDED VENDORS

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A ++ | A | A =

Translate (Must switch browser to Chrome or Firefox)

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## Debarred Vendor List

Pursuant to **West Virginia Code §5A-3-33c** and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	<b>Arapaho Communications Management LLC</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Arapaho Communications LP</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Arapaho Pipe &amp; Supply LP</b>
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.</b>
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
------------------	------------------------------

Vendor Name:	<b>Mehwish Baqai</b> <b>Individually and as Vice President, Planet Cellular Inc.</b>
Vendor Address:	17326 Edwards Road Ste.A207 Cerritos, CA 90703  1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Gerry E. Barton</b>
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Bayliss &amp; Ramey, Inc.</b>
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Courtney Bowman</b> <b>RNCR Trucking</b>
Vendor Address:	PO Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Daniel R. Dennis, III</b>
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Dennis Corporation</b>
--------------	---------------------------

Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
Vendor Address:	P.O. Box 394 Raysal, WV 24879

	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Joyce Matney Mountaineer Trucking
Vendor Address:	P.O. Box 262 Raysal, WV 24879  Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	James Travis Miller
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.

Vendor Name:	<b>Planet Cellular Inc.</b>
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Russel Radach</b>
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>John Derek Riffe</b>
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>VMK/JMK Investment Holding LLC</b>
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Wallpapers In Stock, Inc.</b>
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	<b>Mark Rudolph Whitt</b>
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

## Suspended Vendor List

Pursuant to **West Virginia Code §5A-3-32**, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

*There are currently no vendors suspended from bidding with the State of West Virginia.*

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division  
2019 Washington Street, East  
Post Office Box 50130  
Charleston, West Virginia  
25305-0130  
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

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