



State of West Virginia
Agency Purchase Order

Order Date: 08-14-2026

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:	APO 0439 0439 EBA2700000018 1	Change Order No:	0	Procurement Folder:	2042351
Document Name:	EBAr78321, UNIVERSAL ENGINEERING & CONSTRUCTING LLC			Reason for Modification:	
Document Description:	600 capitol st generator troubleshoot & repair services.				
Procurement Type:	Agency Purchase Order				
Buyer Name:	Cecil Dale Malcomb				
Telephone:	(304) 254-7858				
Email:	dmalcomb@wvpublic.org				
Shipping Method:	Best Way			Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid			Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000012515 Universal Engineering & Contracting LLC PO Box 688 Elkins WV 26241-0688 US Vendor Contact Phone: 304-678-9065 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Cecil Dale Malcomb Requestor Phone: (304) 254-7858 Requestor Email: dmalcomb@wvpublic.org
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD BEAVER WV 25813 US	SITE MANAGER EDUCATIONAL BROADCASTING WSWP-TV 124 INDUSTRIAL PARK RD BEAVER WV 25813 US

Total Order Amount:	\$725.00
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Yeruwshalem T Green
DATE: 2026-08-14
ELECTRONIC SIGNATURE ON FILE

Extended Description:

This P.O. is for the repair of the generator at 600 capitol st; which has lost power and prevents the generator from running. Estimate q1123 covers the initial service call, as well as the parts and labor for replacement.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	73171501	0.00000		0.000000	725.00
Service From	Service To	Manufacturer		Model No	
2026-04-28	2026-05-28				

Commodity Line Description: GENERATOR SERVICES

Extended Description:

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**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurement Only)**

1. **CONTRACTUAL AGREEMENT:** Issuance of Purchase Order signed by the Agency, and approved as to form by the Attorney General's office if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1 "Agency" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation.

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

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

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

2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder. Notwithstanding the foregoing, the Purchasing Division's signature and approval by the Attorney General's office as to form may not be required for certain agency delegated purchases.

2.6 "Solicitation" means the official solicitation issued by the Agency.

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

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

3. **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 express authorization from the State in the Solicitation to do so, may result in bid disqualification.

4. **NOTICE TO PROCEED:** The Vendor shall begin performance of this Contract immediately upon receiving notice to proceed. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

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

6. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect 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 quality 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 quality of the

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Alternate items. Failure to provide information for Alternate items may be grounds for rejection of Vendor's bid.

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

8. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

9. 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.

10. 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 July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

11. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

12. UNIT PRICE: Unit prices shall prevail in the absence of discrepancy in the Vendor's bid.

13. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless Alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

14. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. ALL , WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a) (7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as 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 (or to the Agency handling the solicitation for agency delegated purchases) with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. 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.

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 Purchasing Division Director may, at any time, terminate or suspend the purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

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

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

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

22. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

23. **PREVAILING WAGE:** On any contract for the construction of public improvement, Vendor and any subcontractors utilized by Vendor shall pay rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

24. **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.

25. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives approved written change order from the Purchasing Division. Notwithstanding the foregoing, Purchasing Division and Attorney General approval may or may not be required for certain agency delegated or exempt purchases. In the event that Purchasing Division approval is not required, change orders will be received from the Agency.

26. **WAIVER:** The failure of either party to insist upon 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 waiver or 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.

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

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

29. **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.

30. **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.

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

32. **[RESERVED]**

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33. **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>.

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

If Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or only all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for disclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

36. **ANTITRUST:** In submitting bid to, signing contract with, or accepting Purchase Order 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 uses in which it may now or hereafter require 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.

37. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or relation with any corporation, firm, limited liability company, partnership, person or entity submitting bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without illusion or fraud; (3) that this Contract is entered into without any prior understanding, agreement, or relation to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

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

39. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and not a principal-agent.

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relationship r employer-employee relationship is templated r created by this Contract. The Vendor s independent contractor is solely liable for the ts d missions of its employees d agents. Vendor shall be responsible for selecting, supervising, d mpensating y d ll individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, r y employees or subcontractors f the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment f employees d contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, r other deferred mpensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, tc. and the filing f ll necessary documents, forms and returns pertinent to ll of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with defense gainst y d ll claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, d employer income tax returns.

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

41. **PURCHASING AFFIDAVIT:** In rdance with West Virginia Code § 5A-3-10a, all Vendors re required to sign, tarize, and submit the Purchasing Affidavit stating that neither the Vendor r related party we debt to the State in xcess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A py of the Purchasing Affidavit is included herewith.

42. **CONFLICT OF INTEREST:** Vendor, its fficers or members r employees, shall not presently have r quire any interest, direct r indirect, which would conflict with r mpromise the performance of its obligations hereunder. Vendor shall periodically inquire of its fficers, members d employees to sure that flict of interest does t arise. Any flict of interest discovered shall be promptly presented in detail to the Agency.

43. **BACKGROUND CHECK:** In rdance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require y service provider whose employees re regularly employed the grounds or in the buildings of the Capitol mplex or who have access to sensitive r critical information to submit to fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for y sts associated with the fingerprint-based state and federal background inquiry

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

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

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

44. **PREFERENCE FOR USE OF OMESTIC EEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, contractor may use or supply steel products for State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means y rection r struction f, r y ddition to, literation f r other improvement to y building or structure, including, but not limited to, roads or highways, or the installation f any heating r ling or ventilating plants r ther quipment, or the supply f and materials for such projects, pursuant to contract with the State of West Virginia for which bids were solicited r after June 6, 2001.

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b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by 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 Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed 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 products delivered to the project; or

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

45. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in 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 "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 item of machinery or equipment, as indicated above, when the item is single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of public works contract and has the sole purpose of being permanent part of single public works project. This provision does not apply to equipment or machinery purchased by spending unit for use by that spending unit and not as part of 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 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.



Mountaineer
GENERATOR SERVICE

Estimate

ESTIMATE # q1123

DATE 04/28/2026

ADDRESS

WV Public Broadcasting

600 Capitol Street

Charleston, WV 25301 US

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
	Service Charleston Generator	Service	1	725.00	725.00

Thanks for your consideration of this Estimate, if you need additional information
please call.

SUBTOTAL	725.00
TAX	0.00
TOTAL	\$725.00

Accepted By

Accepted Date

EBA PURCHASING PROCESS FORM

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Agency Purchase Request#: _____ OASIS Document#: _____ Purchase Initiation Date: _____

12-MONTH / CONTRACT CUMULATIVE TOTALS				
	Description / Vendor Name	OASIS Code	PO Amt.	Cum. Total
Vendor				
Commodity 1				
Commodity 2				
Commodity 3				
Commodity 4				
Commodity 5				
Commodity 6				

PURCHASE TYPE (check all that apply)					
☐	\$5,000 or less	☐	\$5,000.01 to \$20,000	☐	\$20,000.01 to \$50,000.00
☐	Over \$50,000 (Process through CP)	☐	Exempted Purchase – write in #	☐	Agency Direct Award
☐	CP Direct Award	☐	Agency Emergency	☐	CP Emergency
☐	Solicitation (RFQ)	☐	Agency EOI (\$250,000 or less)	☐	CP EOI (over \$250,000)
☐	Agency Contract#	☐	CP Contract#	☐	Contract Renewal
☐	Agency Change Order	☐	CP Change Order	☐	Inter-Agency Purchase
☐	State Contract – write in #			☐	Travel

The information below is a checklist of agency responsibilities when processing all purchases except for RFPs (separate checklist). The Agency Procurement Officer will review the requested purchase and indicate what actions and / or documentation is required.

DESCRIPTION									
GENERAL REQUIREMENTS									
- Vendor Verification: check each item as performed - Manual Search Verification: by signing below Coordinator certifies that they have manually verified that vendor is compliant with all checked items.	OASIS register required		Register not required:		PCard Travel		PCard<\$25k.		Stock Ex
	Fee paid				Fee not required (all vendor per 12 mo.)				
	Vendor compliance (taxes etc.)				Disbursement Options (PNO) (Unless fee is not required)				
	SOS in good standing				Tax Ident# (TIN) same as on bid				
	State Debarment				Federal Debarment				
Pre-approvals	Purchasing Division				Attorney General				
	CTO (Office of Technology)				Governor's Office				
	Surplus				Capitol Building Commission				

EBA PURCHASING PROCESS FORM

DESCRIPTION

	Three Verbal Bids documented on WV49 (Internet quotes/shopping cart printouts acceptable)
	Three Written Bids , must be signed and dated for RFQs, Direct Awards, and Emergency Purchases
	Requisition Submission Checklist , must be submitted with all CP requisitions.
	Non-Conflict of Interest (signed by Agency Procurement Officer and other appropriate staff)
	OASIS Document: APO ADO ACT AMA ASSD AEOI ARFQ ARQM Other - Agency: _____ CPO CDO CCT CMA CSSD CEOL Other – Central Purchasing: _____

RFQs and EOIs

	RFQ Recommendation for Award (WV50 or WV50A)
	Agency Terms and Conditions (TCA)
	CP Terms and Conditions (TCP)
	Third Party Software Addendum , to be used when purchasing software indirectly (from third party)
	WVCloud-SaaS procurement Addendum , to be used when purchasing cloud-based software
	Electronic Requisition submitted with maximum budget amount and master terms and conditions (Agency purchase over \$20,000, and CP solicitations)
	Specifications and Suggested Vendor List for at least three vendors with name, address, and email (Enter in wvOASIS under Vendor Tab or in Free Form Vendors, if not registered - Agency purchase over \$20,000, and CP solicitations)
	Addendums if applicable. (Information prepared by Agency for processing by Purchasing Division)
	Mandatory Pre-bid Attendee List if applicable
	Signed Agency Recommendation for Award (with disqualifications and those meeting requirements). Letter should state the lowest responsible vendor and that it meets specifications
	Signed and Dated Vendor Letter / Price Quote (Can be signed PO) Letter should state the lowest responsible vendor and that it meets specifications
	Disclosure of Interested Parties , if applicable (signed by successful vendor; may be provided through bid process)
	Agency Master Agreement (WV48) Disclosure of Interested Parties if applicable signed by successful vendor may be provided through bid
	WV-96 Agreement Addendum signed by vendor and agency when vendor provides terms contradicting State requirements.
	Verify current contractor's license , if applicable
	Include bond rider , if applicable
	Purchasing Division obtains bonds and insurance , if applicable
	AIA Documents (for construction)
	Verify current insurance per terms and conditions
EOI (Expression of Interest)	
	EOI Over \$250,000 - Standard Format Template Completed , inclusive of evaluation point criteria, master terms and conditions
	EOI \$250,000 or less - Agency Memorandum or Letter providing Project Description, List of Firms Contacted and Firm Selected, Master Terms and Conditions
	EOI - List of Evaluation Committee Members
	EOI - Evaluation Signed by All Evaluation Committee Members

EBA PURCHASING PROCESS FORM

Page 3

DESCRIPTION

EMERGENCY PURCHASE AND DIRECT AWARDS - select all that apply

Justification Letter	None	Direct Award	Emergency	Change Order (Non Renewal)	Late Submission	Other
	Direct Award for Consideration (WV-65/65A) to be completed by Agency (and submitted to Purchasing Division for WV65) with signed and dated vendor letter/price quote*, written justification** and pre-approvals***, when applicable					
	If Direct Award (WV-65) is approved , provide the Purchasing Division with Direct Award Determination, including signed Purchasing Master Terms and Conditions and <i>Purchasing Affidavit</i> , signed, and dated by vendor					

Notes:

By signing below, I am certifying all actions / documentation marked as required have been completed if marked so.

Assistant Purchasing Coordinator Printed Name

Signature

Date

Purchasing Coordinator Printed Name

Signature

Date

The Purchasing Division requires all evaluators of solicitations, despite the type of transaction, to sign a Certification of Non-Conflict of Interest, in accordance with the West Virginia Code §5A-3-31. The Purchasing Division also requires that the agency procurement officer sign this certification. By signing this certification, the evaluator(s), advisor(s) and the agency procurement officer attest 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 herein with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division. Agency procurement officers should discuss the non-conflict of interest issue with potential committee members to ensure that individuals who may have a conflict are not chosen to participate as evaluation committee members.

Please note that this requirement applies to all transaction types.

This certification must be submitted at the following times:

- Requests for Proposals (RFP) / Expressions of Interests (EOI): Agencies must submit this certification prior to beginning the evaluation of an RFP or EOI.
- Requests for Quotations and All Other Transaction Types: The evaluator(s) must sign the Certification of Non-Conflict of Interest and submit it, along with the recommendation for award, to the Purchasing Division.

This certification applies to all transactions processed through the Purchasing Division. In addition, it is required for agency delegated purchases exceeding \$5,000. Agencies may adopt this policy at their discretion for purchases of \$5,000 or less.

Non-Conflict of Interest Certification (WV-31) Page 2, Acknowledgements

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, 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 services, commodities or printing than would be or would have been paid in the absence of such action, 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 is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

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 [].

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 Purchasing Division.

NAME/TITLE	AGENCY	SIGNATURE	DATE
		<i>Dale Malone</i>	
		<i>green</i>	