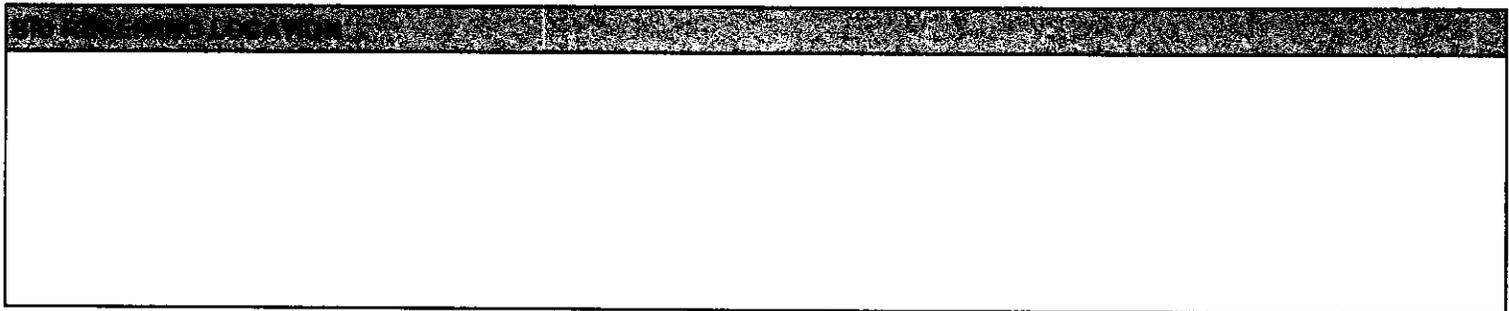




State of West Virginia
Agency Request for Quote

Proc Folder: 1189982		Reason for Modification:	
Doc Description: Sewage Pumping & Jetting Services Lakin Correctional Center		Addendum No - 1	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-03-21	2023-04-04 14:00	ARFQ 0608 DCR2300000157	2



VENDOR

Vendor Customer Code: 000000121794
 Vendor Name : AAA Septic Tank Services Inc.
 Address : P.O. Box 975
 Street :
 City : Princeton
 State : WV Country : US Zip : 24740
 Principal Contact : Dustin Parks
 Vendor Contact Phone: 304-425-5329 Extension:

FOR INFORMATION CONTACT THE BUYER
 Thomas P Hymes
 304-558-2350
 thomas.p.hymes@wv.gov

Vendor Signature X *Duams* FEIN# 810808603 DATE 3-28-2023

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

ADDENDUM NO. 1

Addendum No - 1

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation (DCR), Lakin Correctional Center and Jail (LCC&J) to establish a contract for sewer pumping, removal and disposal of the facilities sewer storage system and high-pressure jetting. Lakin Correctional Center and Jail is located at 11264 Ohio River Rd, West Columbia, WV 25287.

ADDENDUM NO. 1

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1.1 - Per Trip Charge - 2,000 gallon spillover tank	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

ADDENDUM NO. 1

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.1.2 - Per Trip Charge - 3,500 gallon lift station tank	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

DIVISION	SHIP TO
----------	---------

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.1.3 - Per Trip Charge - 5,000 gallon main sewer tank	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

DIVISION	SHIP TO
----------	---------

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.1.4 - Per Trip Charge - 1,500 gallon grease trap interce	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.1.5 - Per Trip Charge - 500 gallon grease trap intercept	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.1.6 - Per Trip Charge - Jetting & Sewer Drain Lines	24.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.2.1 - Per Trip Charge - 2,000 gallon spillover tank	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.2.2 - Per Trip Charge - 3,500 gallon lift station tank	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.2.3 - Per Trip Charge - 5,000 gallon main sewer tank	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL
FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.2.4 - Per Trip Charge - 1,500 gallon grease trap interce	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.2.5 - Per Trip Charge - 500 gallon grease trap intercept	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD

WEST COLUMBIA WV
US

LAKIN CORRECTIONAL FACILITY
11264 OHIO RIVER RD
11264 OHIO RIVER RD
WEST COLUMBIA WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.2.6 - Per Trip Charge - Jetting & Sewer Drain Lines	35.00000	EA		

Comm Code	Manufacturer	Specification	Model #
95121642			

Extended Description:
See Attached Specifications

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Non Mandatory @ 10:00am EST	2023-03-14
2	Questions due by 2:00pm EST	2023-03-28

	Document Phase	Document Description	Page 8
DCR2300000157	Final	Sewage Pumping & Jetting Services Lakin Correctional Center	

**Exhibit A - Pricing Page
ARFQ 0608 DCR2300000157**

Sewer Pumping & Jetting Services - Lakin Correctional Center & Jail

SCHEDULED SERVICES				
Item No.	Removal and Disposal of Sewage	Unit Price	Estimated Annual Quantity *	Extended Price
4.1.1.1	2,000 Gallon Spillover Tank - Price per Trip	\$1,200.00	9	\$10,800.00
4.1.1.2	3,500 Gallon Lift Station - Price per Trip	\$1,400.00	9	\$12,600.00
4.1.1.3	5,000 Gallon Main Sewer Station - Price per Trip	\$1,800.00	9	\$16,200.00
4.1.1.4	1,500 Gallon Grease Trap Interceptor - Price per Trip	\$1,500.00	9	\$13,500.00
4.1.1.5	500 Gallon Grease Trap Interceptor - Price per Trip	\$900.00	9	\$8,100.00
Item No.	High Pressure Jetting	Unit Price	Estimated Annual Quantity*	Extended Price
4.1.1.6	Jetting Sewer and Drain lines - Price per Trip	\$2,300.00	24	\$55,200.00
Emergency Call-Out Services				
Item No.	Removal and Disposal of Sewage	Unit Price	Estimated Annual Quantity *	Extended Price
4.1.2.1	2,000 Gallon Spillover Tank - Price per Trip	\$1,800.00	2	\$3,600.00
4.1.2.2	3,500 Gallon Lift Station - Price per Trip	\$2,000.00	2	\$4,000.00
4.1.2.3	5,000 Gallon Main Sewer Station - Price per Trip	\$2,400.00	2	\$4,800.00
4.1.2.4	1,500 Gallon Grease Trap Interceptor - Price per Trip	\$2,100.00	2	\$4,200.00
4.1.2.5	500 Gallon Grease Trap Interceptor - Price per Trip	\$1,500.00	2	\$3,000.00
Item No.	High Pressure Jetting	Unit Price	Estimated Annual Quantity*	Extended Price
4.1.2.6	Jetting Sewer and Drain lines - Price per Trip	\$3,000.00	35	\$105,000.00
* Estimated Quantities for Bid Evaluation Purposes Only			TOTAL COST	\$241,000.00
Name:	AAA Septic Tank Services Inc.			

Address:	P.O. Box 975 Princeton, WV 24740
Phone:	304-425-5329
Fax:	304-425-5139
E-mail:	DustinParks@AAASeptic.Services

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000157
SEWAGE PUMPING AND JETTING SERVICES CONTRACT**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation (DCR), Lakin Correctional Center and Jail (LCC&J) to establish a contract for sewer pumping, removal and disposal of the facilities sewer storage system and high-pressure jetting. Lakin Correctional Center and Jail is located at 11264 Ohio River Rd, West Columbia, WV 25287.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. "Contract Services"** means to provide the proper equipment and service for removal and disposal of sewage from the sewer storage systems, and jetting sewer and drain lines.
 - 2.2. "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is attached hereto as Exhibit A.
 - 2.3. "Holidays"** shall mean days designated by WV Code § 2-2-1 as legal holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
 - 2.4. "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Corrections and Rehabilitation (DCR), and/or the West Virginia Division of Administrative Services (DAS).

- 3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1.** Vendor shall have three (3) years minimum experience in sewage pumping, disposal, and high-pressure water jetting.
 - 3.2.** At all times, Vendor shall ensure all work is performed by appropriately trained and qualified personnel.
 - 3.3.** The Vendor shall be responsible for the collection, transportation, and disposal of sewage in accordance with all local, state and federal laws, ordinances, rules and regulations.

- 4. MANDATORY REQUIREMENTS:**
 - 4.1. Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000157
SEWAGE PUMPING AND JETTING SERVICES CONTRACT**

4.1.1. Sewage Pumping, Disposal and High Pressure Jetting

- 4.1.1.1. Remove and dispose of sewage, both wastewater and sludge from a 2,000 Gallon Spillover Tank.
- 4.1.1.2. Remove and dispose of sewage, both wastewater and sludge from a 3,500 Gallon Lift Station.
- 4.1.1.3. Remove and dispose of sewage, both wastewater and sludge from a 5,000 Gallon Main Sewer Station.
- 4.1.1.4. Remove and dispose of grease from the 1,500 Gallon Grease Trap Interceptor.
- 4.1.1.5. Remove and dispose of grease from the 500 Gallon Grease Trap Interceptor.
- 4.1.1.6. Provide High Pressure Jetting of sewer and drain lines.
 - 4.1.1.6.1. Vendor shall have equipment capable of jetting pipes up to eight (8) inches in diameter.
 - 4.1.1.6.2. Vendor shall have, at a minimum, the ability to provide high pressure jetting with 18 GPM at 4000 PSI.
 - 4.1.1.6.3. High Pressure Jetting of sewer lines is scheduled on an as needed basis, and will be quoted as a per trip rate.
- 4.1.1.7. Sewage pumping and disposal will done approximately every six (6) weeks. LCC will schedule mutually agreeable service dates with the Vendor.
- 4.1.1.8. Generally, the Spillover Tank, the Lift Station and the Main Sewer Station are scheduled for service on the same date. The Vendor shall have equipment capable of servicing all three areas in one trip.
- 4.1.1.9. A staff member shall inspect the Spillover Tank, the Lift Station and the Main Sewer Station with the Vendor prior to and after removal of sewage to ensure stations have been emptied of all wastewater and sludge. If the Vendor needs to pressure wash with fresh water to remove the sludge, the water shall also be removed.

REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000157
SEWAGE PUMPING AND JETTING SERVICES CONTRACT

- 4.1.1.10. Vendor shall quote a separate per trip price for each individual system as shown on the pricing page.
- 4.1.1.11. All scheduled pumping and high pressure jetting services shall be performed between the hours of 8:00 a.m. to 5:00 p.m. Monday-Friday, excluding holidays unless other service times are mutually agreed upon by the Vendor and the Agency.
- 4.1.1.12. Vendor shall not subcontract any services performed under this contract without approval by Agency.

4.1.2. Emergency Call-Out Services

- 4.1.2.1. Vendor shall quote per-trip pricing for emergency call-out service for the 2,000 Gallon Spillover Tank.
- 4.1.2.2. Vendor shall quote per-trip pricing for emergency call-out service for the 3,500 Gallon Lift Station.
- 4.1.2.3. Vendor shall quote per-trip pricing for emergency call-out service for the 5,000 Gallon Main Sewer Station.
- 4.1.2.4. Remove and dispose of grease from the 1,500 Gallon Grease Trap Interceptor.
- 4.1.2.5. Remove and dispose of grease from the 500 Gallon Grease Trap Interceptor.
- 4.1.2.6. Vendor shall quote per-trip pricing for emergency call-out service to provide high pressure jetting of sewer of drain lines.
- 4.1.2.7. These rates shall be charged to the Agency when any occurrence is declared an emergency by the Agency and requires immediate attention.
- 4.1.2.8. Vendor shall be at LCC within five (5) hours of receipt of the emergency call-out.
- 4.1.2.9. Vendor shall maintain a continuous 24/7/365 emergency telephone service. Vendor shall establish a call down list or other procedure that will ensure the quickest possible response time.

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000157
SEWAGE PUMPING AND JETTING SERVICES CONTRACT**

5. CONTRACT AWARD:

5.1. Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2. Pricing Page: Vendor should complete the Pricing Page by inserting the Unit Price for each item listed. Multiply the Unit Price by the Estimated Annual Quantity to determine the Extended Price. Add the Extended Prices to determine the Total Cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay the Unit Prices, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or per-trip rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Service will require access to certain areas within the facility security perimeter fence and the Agency staff will escort the vendor to the designated areas.

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

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

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000157
SEWAGE PUMPING AND JETTING SERVICES CONTRACT**

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Dustin Parks
Telephone Number:	304-425-5329
Fax Number:	304-425-5139
Email Address:	DustinParks@AAASepctic.Services

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0608 DCR23-157

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

AAA Septic Tank Services Inc.
Company


Authorized Signature

3-28-2023
Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

Lakin Correctional Center and Jail
11264 Ohio River Road, West Columbia, WV 25287

Time: 10:00am EST
Date: March 14, 2023

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 person attending the pre-bid meeting may represent more than one Vendor.

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

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

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

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

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Division of Corrections and Rehabilitation. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding. Submitted e-mails should have solicitation number in the subject line.
- Question Submission Deadline:

Submit Questions to: 10:00am EST on March 21, 2023

1124 Smith Street, 2nd Floor, Suite 2100

Charleston, WV 25301

Fax: (304) 558-1426

Email: Thomas.P.Hymes@wv.gov (Email is the preferred method.)

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Division of Corrections and Rehabilitation is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Division of Corrections and Rehabilitation at the address listed below on or before the date and time of the bid opening. Any bid received by the Division of Corrections and Rehabilitation staff is considered to be in the possession of the Division of Corrections and Rehabilitation and will not be returned for any reason. The Division of Corrections and Rehabilitation will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is: West Virginia Division of Administrative Services, 1124 Smith Street, 2nd Floor, Suite 2100, Charleston, WV 25311.

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 Division of Corrections and Rehabilitation.:

SEALED BID: Yes
BUYER: Thomas Hymes
SOLICITATION NO.: ARFQ 0608 DCR2300000157
BID OPENING DATE: March 29, 2023
BID OPENING TIME: 10:30am EST
FAX NUMBER: 304-558-1426

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

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

BID TYPE: (This only applies to ARFP)
 Technical
 Cost

7. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Division of Corrections and Rehabilitation. 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.
8. **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.
9. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should

include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

10. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Division of Corrections and Rehabilitation, is strictly prohibited without prior Division of Corrections and Rehabilitation approval. Division of Corrections and Rehabilitation approval for such communication is implied for all agency delegated and exempt purchases.
12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Purchasing Division and must have paid the \$125 fee, if applicable.
13. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
14. **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 should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.
- 15A. **RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Division of Corrections and Rehabilitation with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
17. **WAIVER OF MINOR IRREGULARITIES:** The Division of Corrections and Rehabilitation reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
18. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Division of Corrections and Rehabilitation staff immediately upon bid opening. The Division of Corrections and Rehabilitation will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Division of Corrections and Rehabilitation to print or electronically save documents provided that those documents are viewable by the Division of Corrections and Rehabilitation prior to obtaining the password or removing the access restriction.
19. **NON-RESPONSIBLE:** The Division of Corrections and Rehabilitation reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when it is determined that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”
20. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”
21. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Division of Corrections and Rehabilitation a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

GENERAL TERMS AND CONDITIONS:

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

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

 - 2.4. "Award Document"** means the document signed by the Division of Corrections and Rehabilitation, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

 - 2.5. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Corrections and Rehabilitation.

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

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Division of Corrections and Rehabilitation, and the Vendor, with approval of the Division of Corrections and Rehabilitation and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Division of Corrections and Rehabilitation 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 four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Division of Corrections and Rehabilitation, and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

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

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

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

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

6. **EMERGENCY PURCHASES:** The Division of Corrections and Rehabilitation 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 Division of Corrections and Rehabilitation, 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 Division of Corrections and Rehabilitation by the Vendor as specified below.

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Division of Corrections and Rehabilitation prior to Contract award.

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

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

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

West Virginia Contractors License

"Exempt"

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

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

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

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

10. [Reserved]

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

[] _____ for _____

[] Liquidated Damages Contained in the Specifications

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

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

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

15. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
16. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
18. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
19. **CANCELLATION:** The Division of Corrections and Rehabilitation 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 Division of Corrections and Rehabilitation may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
20. **TIME:** Time is of the essence 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 WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this

provision must occur prior to the performance of any work under the contract by the subcontractor.

23. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
24. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Division of Corrections and Rehabilitation, and the Vendor, with approval of the Division of Corrections and Rehabilitation, and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Division of Corrections and Rehabilitation, and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
25. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
26. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Division of Corrections and Rehabilitation such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
27. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Division of Corrections and Rehabilitation, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
28. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
29. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
30. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of

the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

- 33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the

State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the Division of Corrections and Rehabilitation tenders the initial payment to Vendor.

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

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

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

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

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any

claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Division of Corrections and Rehabilitation affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
38. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
39. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
40. **REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
- Such reports as the Agency 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 Division of Corrections and Rehabilitation.
41. **PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Division of Corrections and Rehabilitation pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products

in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Division of Corrections and Rehabilitation 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 Division of Corrections and Rehabilitation determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose 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.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

- 1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Division of Corrections and Rehabilitation will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____
Contractor's License No.: WV- _____

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

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

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

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

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post- accident; and (D) Random.

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

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

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

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

a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

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

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

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

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

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

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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

- a. Required Information. The subcontractor list must contain the following information:
- i. Bidder's name
 - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
 - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.

- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;

 - ii. The subcontractor in the original bid has been debarred or suspended; or

 - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**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 prior to sending the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Division of Corrections and Rehabilitation 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.

Dustin Parks General Manager
(Name, Title)
Dustin Parks General Manager
(Printed Name and Title)
P.O. Box 975 Princeton, WV 24740
(Address)
304-425-5329/304-425-5139
(Phone Number) / (Fax Number)
Dustin.Parks@AAASepctic.Services
(email address)

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

AAA Septic Tank Services Inc.
(Company)

Dustin Parks Dustin Parks General Manager
(Authorized Signature) (Representative Name, Title)

Dustin Parks General Manager
(Printed Name and Title of Authorized Representative)

3-28-2023
(Date)

304-425-5329/304-425-5139
(Phone Number) (Fax Number)

SOLICITATION NUMBER: ARFQ 0608 DCR23-157
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Modify Question and Answer Date and Time:

Questions due by - Tuesday, March 28, 2023 (03/28/2023) at 2:00pm EST (14:00)

Modify Bid Closing and Opening Date and Time:

Bid Closing - Tuesday, April 4, 2023 (04/04/2023) at 2:00pm EST (14:00)

Bid Opening - Wednesday, April 5, 2023 (04/05/2023) at 10:00am EST

Correction of error: To Attached the correct Specifications for the Solicitation

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: *ARFO 0608 DCR23-157*

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

AAA Septic Tank Services Inc.
Company


Authorized Signature

3-28-2023
Date

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

STATE OF WEST VIRGINIA
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 CONTRACTS: Under W. Va. Code § 15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: AAA Septic Tank Services Inc.

Authorized Signature: *[Signature]* Date: 3-28-2023

State of WV

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 28th day of March, 2023.

My Commission expires August 29th, 2026.



NOTARY PUBLIC *[Signature]*



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

I, Dustin Parks, after being first duly sworn, depose and state as follows:

- 1. I am an employee of AAA septic Tank Services Inc.; and,
(Company Name)
- 2. I do hereby attest that AAA Septic Tank Services Inc.
(Company Name)

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

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

Printed Name: Dustin Parks
 Signature: *Dustin Parks*
 Title: General Manager
 Company Name: AAA Septic Tank Services Inc.
 Date: 3-28-2023

STATE OF WEST VIRGINIA,

COUNTY OF Mercer, TO-WIT:

Taken, subscribed and sworn to before me this 28th day of March, 2023.

By Commission expires 8/29/26



A. Heslep
 (Notary Public)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2023

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 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).

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25728	CONTACT NAME: Joanna Conley PHONE (A/C, No, Ext): (304) 697-7650 E-MAIL ADDRESS: jconley@thornburgagency.com	FAX (A/C, No): (304) 697-7699
	INSURER(S) AFFORDING COVERAGE	
INSURED AAA Septic Tank Service, Inc. PO Box 975 Princeton WV 24740	INSURER A: Travelers Property Casualty Company of	NAIC # 36137
	INSURER B: Evanston Insurance Company	NAIC # 35378
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2023-2024

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability			DT-CO-7R794504-PHX-23	2/24/2023	2/24/2024	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Pollution Liability			CPLMOL115141	2/24/2023	2/24/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			810-7R747816-23-26-G	2/24/2023	2/24/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7R79496A-23-26	2/24/2023	2/24/2024	MED EXP (Any one person)	\$ 5,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9P999405-23-26-G	2/24/2023	2/24/2024	PERSONAL & ADV INJURY	\$ 1,000,000
	Contractors Equipment			630-7R656838-TIL-23	2/24/2023	2/24/2024	GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Pollution Liability	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$

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

Evidence of Insurance subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

For Evidence of Insurance

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

Ryan Wingrove/JC

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