



State of West Virginia
Agency Request for Quote

Proc Folder: 1398244		Reason for Modification:	
Doc Description: PM Kitchen - Huttonsville			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-22	2024-04-04 10:30	ARFQ 0608 DCR2400000108	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : CIMCO, Inc.

Address : 2336 Virginia Ave.

Street :

City : Hurricane

State : WV

Country : USA

Zip : 25526

Principal Contact : Darren P. Griffith

Vendor Contact Phone: (304) 562-7705

Extension:

FOR INFORMATION CONTACT THE BUYER

John S Caldwell

(304) 558-9578

john.s.caldwell@wv.gov

**Vendor
Signature X**

Darren P. Griffith

FEIN#

55-0749511

DATE

4/4/2024

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

Exhibit A - Pricing Page
ARFQ 0608 DCR2400000108

Kitchen Equipment Maintenance - Huttonsville

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price	Extended Amount
4.1.1.8	Regular Labor Rate	Hour	80	\$ 115.00	\$ 9,200.00
4.1.1.9	Overtime Labor Rate	Hour	40	\$ 125.00	\$ 5,000.00
4.1.1.10	Holiday Labor Rate	Hour	40	\$ 140.00	\$ 5,600.00
4.1.1.11	Emergency Labor Rate	Hour	40	\$ 140.00	\$ 5,600.00
4.1.2	Quarterly Preventative Maintenance	Each	4	\$ 5,000.00	\$ 20,000.00
8	Flat Rate Travel Charge	Each	10	\$ 450.00	\$ 4,500.00

Parts Quote Item #	Description	Estimated New Equipment, Devices, & Parts Markup Percentage Costs**	New Equipment, Devices, & Parts Markup Percentage	New Equipment, Devices, & Parts Markup Extended Amount
4.1.4	Parts	\$ 5,000.00	35%	\$ 1,750.00
Grand Total				\$ 56,650.00

Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Bidder/Vendor Information:

Name: CIMCO, Inc.
 Address: 2336 Virginia Ave.
Harrison, WV 25526
 Phone No.: 304 562-7705
 Fax No.: 304 397-4178
 Email Address: kgrippak at cimcowv.com
 Authorized Signature: [Signature]

NOTES:

- * Quantities are estimated for bid evaluation purposes only.
- ** Estimated cost for bid evaluation purposes only.

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.

Darren P. Griffith Service Manager
(Name, Title)
Darren P. Griffith Service Manager
(Printed Name and Title)
2336 Virginia Ave. Hurricane, WV 25526
(Address)
304 562-7705 304 397-4178
(Phone Number) / (Fax Number)
Dgriffith at cimcowicom
(E-mail address)

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

CIMCO, Inc.
(Company)
Darren P. Griffith Darren P. Griffith Service Manager
(Authorized Signature) (Representative Name, Title)
Darren P. Griffith Service Manager
(Printed Name and Title of Authorized Representative)
4/4/2024
(Date)
304 562-7705 304 397-4178
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ # DCR240000077

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.

CIMCO, Inc.
Company
Dan P. Griffith
Authorized Signature
4/4/2024
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 exceed 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: CIMCO, Inc.

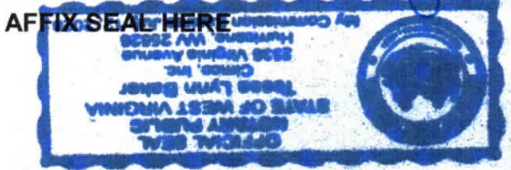
Authorized Signature: [Signature] Date: 4/4/2024

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 4 day of April, 2024.

My Commission expires July 12, 2028.



NOTARY PUBLIC [Signature]



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

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

I, Darra P. Griffith, after being first duly sworn, depose and state as follows:

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

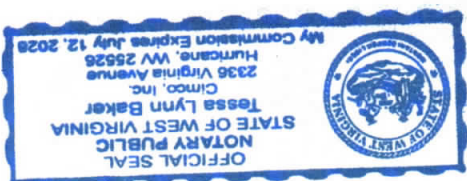
Printed Name: Darra P. Griffith
 Signature: Darra P. Griffith
 Title: Service Manager
 Company Name: CIMCO, Inc.
 Date: 4/4/2004

Taken, subscribed and sworn to before me this 4 day of April, 2004.

By Commission expires July 12, 2008

(Seal)

Dessa D. Baker
(Notary Public)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2023

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

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: Jeff O'Dell	
	PHONE (A/C, No, Ext): 304-357-4520	FAX (A/C, No): 304-345-8724
E-MAIL ADDRESS: jeffodell@friedlandercompany.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Insurance		25674
INSURED Cimco, Inc. P O Box 480 Culloden WV 25510-0480	CIMI001	INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1370092587

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO-5J777287-23	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-9M453429-23	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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-4J428679-23	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-0L10858A-23	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WC includes Broad Form Employers Liability, WV 23-4-2
 Per Project Aggregate applies when required by written contract.

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

TO WHOM IT MAY CONCERN

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

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CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: **WV025512**

CLASSIFICATION:

HEATING, VENTILATING & COOLING
PIPING
PLUMBING
SPECIALTY

CIMCO INC
DBA CIMCO INC
PO BOX 480
CULLODEN, WV 25510

DATE ISSUED

MAY 25, 2023

EXPIRATION DATE

MAY 25, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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

ADDITIONAL INFORMATION

The WV Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation to establish an open-end contract for Kitchen Equipment Maintenance and repairs for the Huttonsville Correctional Center and Jail located at 109 HCC Blvd., Huttonsville, WV 26273 (Randolph County).

INVOICE TO			SHIP TO		
HUTTONSVILLE			HUTTONSVILLE		
CORRECTIONAL CENTER			CORRECTIONAL CENTER		
PO BOX 1			PO BOX 1		
RT 250 SOUTH			109 HCC BLVD		
HUTTONSVILLE	WV		HUTTONSVILLE	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1.8 - Regular Labor Rate	80.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
See Attached Specifications

INVOICE TO			SHIP TO		
HUTTONSVILLE			HUTTONSVILLE		
CORRECTIONAL CENTER			CORRECTIONAL CENTER		
PO BOX 1			PO BOX 1		
RT 250 SOUTH			109 HCC BLVD		
HUTTONSVILLE	WV		HUTTONSVILLE	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.1.9 - Overtime Labor Rate	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		109 HCC BLVD	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.1.10 - Holiday Labor Rate	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		109 HCC BLVD	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.1.11 - Emergency Labor Rate	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		109 HCC BLVD	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.2 - Quarterly Preventative Maintenance	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		109 HCC BLVD	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.4 - Parts + Markup	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		109 HCC BLVD	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	8 - Flat Rate Travel Charge	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72102900			

Extended Description:
8 - Flat Rate Travel Charge

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Submission due by 2:00 PM	2024-03-28
2	Bid Submission Due by 10:30 AM	2024-04-04

	Document Phase	Document Description	Page 6
DCR2400000108	Final	PM Kitchen - Huttonsville	



State of West Virginia Department of
Homeland Security Division of
Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-2350



Additional Instructions to Vendors Submitting Bids

Bid Submission Deadline: Thursday, April 4th, 2024, at 10:30 AM EST.

If submitting a bid via mail or hand delivery, please deliver to:

West Virginia Department of Homeland Security
Division of Administrative Services
Attn: John Caldwell Reference: ARFQ DCR24*108
1124 Smith Street, 2nd Floor, Suite 2100
Charleston, WV 25301

Bid Opening Date and Time:

Bid Opening will be on Thursday, April 4th, 2024, at 11:00 AM EST.

Location:

West Virginia Department of Homeland Security
Division of Administrative Services
1124 Smith Street, 2nd Floor, Suite 2100
Charleston, WV 25301

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.

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

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

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

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

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

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

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

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

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

3A. BID SUBMISSION

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

SEALED BID:	YES
BUYER:	John Caldwell email at: John.S.Caldwell@wv.gov
SOLICITATION NO.:	ARFQ - DCR2400000108
BID OPENING DATE:	April 4, 2024
BID OPENING TIME:	10:30 AM
FAX NUMBER:	304-558-1426

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

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

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

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

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

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

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

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

13. **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, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

2.4. **"Director"** means the Director of the West Virginia Division of Administrative Services.

2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of One (1) year(s).

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

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within Five (5) days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided _____ 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, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

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

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

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

<input checked="" type="checkbox"/>	West Virginia Contractors License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

7. **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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

8. 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.

9. 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

10. 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.

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

12. 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.

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

14. 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.

15. 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.

16. 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.

17. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

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

19. 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.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. 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.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

23. 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.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency 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.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

26. 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.

27. 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.

28. 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>

29. 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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

30. LICENSING: In accordance with applicable law, 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 Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

32. 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 on 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.

33. 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.

34. 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.

35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, 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 Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

36. 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.

37. 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 Agency.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The WV Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation to establish an open-end contract for Kitchen Equipment Maintenance and repairs for the Huttonsville Correctional Center and Jail at 109 HCC Blvd., Huttonsville, WV 26273.
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 **“Kitchen Equipment Maintenance Services”** as stated herein, shall mean preventative maintenance and corrective maintenance services provided by Vendor under this Contract.
 - 2.2 **Preventative Maintenance**, as stated herein, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer’s recommendations.
 - 2.3 **Corrective Maintenance**, as stated herein, shall mean maintenance performed on an as required basis to correct a malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.
 - 2.4 **“Pricing Page”** as stated herein, shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as **Exhibit A**.
 - 2.5 **“Solicitation”** means the office notice of an opportunity to supply the State with goods or services that is published by the Agency.
 - 2.6 **“Business Hours”** means Monday through Friday, 8:00am to 5:00pm EST excluding weekends and Federal and State holidays, which are as follows:
 - New Year’s Day (January 1)
 - Martin Luther King Day (Third Monday in February)
 - President’s Day (Third Monday in May)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - West Virginia Date (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)

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- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- 3.1. Vendor must be certified and trained with a minimum of three (3) years of experience in service and repair on refrigeration, ware washing, waste, cooking equipment, mixers, food cutters, sinks, and all industrial kitchen items. Please refer to Exhibit B – Facility Equipment list.
- 3.2. Evidence of factory training and minimum experience requirement shall be submitted to the Agency when requested.
- 3.3. At all times, vendor shall ensure preventative and corrective maintenance is performed by appropriately trained and qualified technicians.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Vendor shall provide preventative and corrective equipment maintenance in accordance with manufacturer's recommendations.

4.1.1.1 Vendor shall, at all times, maintain the efficiency, speed, and safety of the equipment as designated by the original manufacturer specification.

4.1.1.2 Vendor shall perform all necessary examinations and adjustments to maintain equipment at the specified manufacturer limits; adjust or replace all safety devices, including regulators, limit switches, valves, or other safety or regulating devices.

4.1.1.3 Vendor shall furnish all equipment, tools, and parts necessary in the performance of the maintenance. Equipment and tools shall be provided by the Vendor, at no cost to the Agency. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. Vendor shall provide a copy of the invoice and manufacturer's warranty prior to reimbursement.

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Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

- 4.1.1.4 Equipment, tools, and parts used in the scope of the preventative and corrective maintenance shall include, but are not limited to control parts, condenser and evaporator coils, coils on solenoid valves, switches, contacts, and valves, chemicals, lubricants, fluids, gases, motors, bearings, pumps, and fittings/connections.
 - 4.1.1.5 Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of time the equipment will be out of service.
 - 4.1.1.6 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.
 - 4.1.1.7 Vendor shall obtain approval from Agency prior to performing any maintenance under this contract.
 - 4.1.1.8 Regular Labor Rates shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
 - 4.1.1.9 Overtime Labor Rates shall be between the hours of 5:01 p.m. and 7:59 a.m., Sunday-Saturday, holidays excluded.
 - 4.1.1.10 Holiday Labor Rates shall be 12:00 a.m. and 11:59 p.m., Sunday-Saturday for any nationally recognized holiday.
 - 4.1.1.11 Emergency Labor Rates shall be charged to Agency when any occurrence is declared an emergency by the Agency.
 - 4.1.1.12 Vendor shall provide a 12-month warranty for all labor and/or parts performed under this contract.
- 4.1.2 Preventative Maintenance:**
- 4.1.2.1 Vendor shall perform preventative maintenance on a quarterly basis as agreed upon by the Vendor and Agency.

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Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

- 4.1.2.2 Vendor shall submit a proposed schedule of preventative maintenance within 30 days after award of this contract for approval by Agency. The proposed schedule must include, but not be limited to, inspections, lubrications, adjustments, tests, cleaning, routine repairs, and all other known preventative maintenance activities.
- 4.1.2.3 Examples of preventative maintenance include, but are not limited to, cleaning, lubricating, packing, sealing, adjusting, and calibrating.
- 4.1.2.4 Non-reusable parts used in the scope of preventative maintenance shall be supplied by the Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

4.1.3 Corrective Maintenance:

- 4.1.3.1 Vendor shall respond to corrective maintenance calls within thirty (30) minutes by phone or onsite within twenty-four (24) hours and must arrive onsite to commence repair as soon as possible, but no later than forty-eight (48) hours after Vendor is notified of the request. Vendor may only deviate from this requirement with written permission from the Agency.
- 4.1.3.2 Corrective maintenance must be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday unless equipment is out of service, or the maintenance causes a disruption of normal business activity. In this event, Vendor shall coordinate with Agency on hours available for maintenance.
- 4.1.3.3 Vendor shall perform emergency corrective maintenance when requested by the Agency. Vendor shall respond to all emergency requests within thirty (30) minutes by phone or onsite but must arrive onsite to commence repair no later than twenty-four (24) hours after being notified of the emergency.

4.1.4 Parts and Installation:

- 4.1.4.1 Vendor shall procure and install all necessary repair parts required under this contract. Vendor must obtain prior approval from Agency to purchase all parts in excess of \$2,500. Agency reserves the right to competitively bid all parts and labor for major repairs on the kitchen equipment.
- 4.1.4.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be equal to or better than the original manufacturer's parts.

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Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

- 4.1.4.3 Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass-through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.
- 4.1.4.4 In this contract, at the facilities discretion, they can purchase new equipment, devices, and parts by using the percentage markup provided by the contractor on Exhibit A, Pricing Page.
- 4.1.4.5 In this contract, at the facilities discretion, they may have the contractor install new equipment, devices, and parts by using the corrective maintenance hourly labor rates provided by the contractor on Exhibit A, Pricing Page.

4.1.5 CONTRACT VALUE LIMIT:

- 4.1.5.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.00. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.
- 4.1.5.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000.00 will not be permitted.

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 requested information in the appropriate spaces and performing the calculations necessary to arrive at a total cost. The requested information include, hourly labor rates, a percentage markup on parts, the total labor cost, the total parts costs, and the total cost. Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

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Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

The pricing page contains an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the pricing page to prevent errors in the evaluation. Notwithstanding the foregoing, the Division of Administrative Services may correct errors at its discretion.

5.3 CPI

Contract shall be for a base period of one (1) year, with four (4) one (1) year renewal options. Automatic renewals are prohibited. Vendor and Agency must mutually agree in writing to the renewal of said contract. There shall be no contract price increases within the first twelve (12) contract months from the date of the award of the contract.

After the expiration of the initial twelve (12) contract month period. The Vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing. Said price adjustment will be evaluated based on the prior year Consumer Price Index (CPI) compared to the current year CPI, or 3%, whichever is less. All price adjustments must be approved by the Agency prior to implementation, at Agency's sole discretion. Approval of price adjustments is not guaranteed. Agency will issue a Change Order to said contract for any approved price adjustment(s).

5.4 Confidentiality Policies and Information Security Accountability:

Vendor agrees to adhere to the Confidentiality Policies and Information Security Accountability Requirements which can be found at:

<https://www.state.wv.us/admin/purchase/privacy/> At the Agencies discretion, the Agency can require the Vendor and its employees to execute the Confidentiality Agreement.

5.5 Piggyback: The West Virginia Division of Corrections and Rehabilitation reserves the right to extend the terms, conditions, and prices of this contract to other Agencies/Institutions who express an interest in piggybacking on this contract. Each of the piggyback Agencies/Institutions will issue their own purchasing documents for the goods/services. Vendor agrees that West Virginia Division of Corrections and Rehabilitation shall bear no responsibility or liability for any agreements between Vendor and the other Agency/Institutions who desire to exercise this option.

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.

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2400000098**

Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

7. **PAYMENT:** Agency shall pay a single flat hourly rate for all services quoted by the hour and shall reimburse Vendor for the cost of parts as set forth above. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:** Vendor shall be able to charge for travel. Please see pricing sheet. This will be a flat rate per visit.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 The Vendor's personnel and their vehicles must be recognizable while at the facility. This must be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges with the company name.
 - 9.2 The Vendor's personnel must have valid photo identification before entering the facility.
 - 9.3 The Vendor's vehicles and personnel are subject to search upon entering and exiting the facility.

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.

**REQUEST FOR QUOTATION
ARFQ 0608 DCR240000098**

Kitchen Equipment Maintenance – Huttonsville Correctional Center and Jail

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:	
Telephone Number:	
Fax Number:	
Email Address:	

Exhibit B
Huttonsville Correctional Center & Jail Kitchen Equipment
ARFQ DCR 2400000108

Unit Description	Manufacturer	Model Number	Serial Number
1101 Franklin W	Franklin	1101 Franklin	824109
1200 Alto SH	Alto-Sham	1200UP ALTO SH	1730166000
1712E	HOBART	1712E	561091573
VULCAN FRYER	VULCAN	1ER50A-1 VULC	630192441
VULCAN FRYER	VULCAN	1ER85C	650136063
VULCAN FRYER	VULCAN	1ER50A-1 VULC	630193299
VULCAN FRYER	VULCAN	1ER85C	650136064
FRYER	HOBART	1HF85C	481586581
FRYER	HOBART	1HF85C	481586577
SLICER	GLOBE	3600N	3600N04687
STEAM TABLE	WELLS	400 WELLS STE	XX
TENDERIZER	HOBART	403	56841869
GRINDER	HOBART	4732	11441620
2 BURNER HOT PLATE	STAR	502FD	50258415
SAW	HOBART	5614	27158125
HOBART PEELER	HOBART	6460C	271169318
POTATO PEELER	HOBART	6460C-5	271073242
FOOD CUTTER	HOBART	84186	311562920
FOOD CUTTER	HOBART	84186	561099535
FRYER	HOBART	85HMF-5	481586415
GRIDDLE	HOBART	CG20	MCG8032
ELECTRIC GRILL	HOBART	CG-59	CP-1007232107
GRIDDLE	HOBART	CG59-1	659071269
GRIDDLE	HOBART	CG59-1	CF1007252

STEAM KETTLE	GROEN	D2T-40	122835
STEAM TABLE	SOUTH BEND	DC-3 SOUTHBE	74468-4CC1816
DISHWASHER	CHAMPION	DH5000T CHAM	D130110510
STEAM KETTLE	GROEN	FT20 GROEN STE	123165
STEAM KETTLE	GROEN	FT80 GROEN STE	53159
DISH MACHINE	HOBART	FT814S DISHMA	121027602
FT DISHWASHER	HOBART	FT900	271187902
MIXER	HOBART	H600-DT MIXER	11031678
NA	HOBART	HBR301-1	CR1002609
STEAM TABLE	SOUTH BEND	KDC-T-100 SOU	744804CC1839
MIXER	HOBART	M802	11332317
OVEN	GARLAND	MCO-ES-10	70510023748
FRYER FILTER	VULCAN	MF85 FRYER FILT	XX
STEAM TABLE	OTHER	PHDSW4 STEAM	XX
DBL ELECTIC	SOUTH BEND	SLES/20SC SOU	17D62147
MIXER	GLOBE	SP60 GLOBE MIX	7652355
OVEN	VULCAN	VC4ED-11D1 VUL	482005467
OVEN	VULCAN	VC4ED-11D1 VUL	482005468
OVEN	VULCAN	VC4ED-11D1 VUL	482005471
OVEN	VULCAN	VC4ED-11D1 VUL	482005474
OVEN	VULCAN	VC4ED-11D1 VUL	482005476
OVEN	VULCAN	VC4ED-11D1 VUL	482005477
DISHWASHER	OTHER	W-FRI-431	6033847
REFIGERATOR	CENTRAL	69K031	7097803
WARMER	VULCAN	CBFT	482003108
WARMER	VULCAN	CBTF	482003110
EVAPORATOR	HEAT CRAFT	LSC20209	T17C20209



STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS
AND REHABILITATION

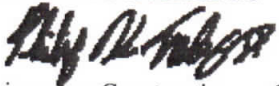


WILLIAM K. MARSHALL, III
COMMISSIONER

MARK A. SORSAIA
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 Telephone
304-558-5367 Fax

To: Effected Contractors and Subcontractors

From: Philip Farley 
Director of Engineering, Construction, and Maintenance

Date: August 1, 2023

Subject: SECURITY, GENERAL REQUIREMENTS, AND REQUIRED FORMS

To all contractors and subcontractors, including all employees affiliated with the construction project. As Director of Engineering, Construction, and Maintenance for the West Virginia Division of Corrections and Rehabilitation, currently, I am reminding you that as a Correctional, Jail, or Juvenile Facility, the following restrictions and rules apply to you and your employees:

- A. Security – All contractors and subcontractors must comply with all Division of Corrections and Rehabilitation Facility security requirements. This includes but not limited to the following:
 1. Before work each day at the jobsite, everyone from the contractors and subcontractors will be required to sign-in. After work each day at the jobsite, everyone will be required to sign-out. This is to have accountability to know exactly how many individuals and who is at the DCR facility in the event something that would happen.
 2. All contractors and subcontractors will receive a security orientation prior to working on site if applicable at the DCR facility.
 3. All contractors and subcontractors will be issued a temporary ID if applicable at the DCR facility and must be surrendered at the end of each workday. All contractors and subcontractors will be required to turn in federal or state issued photo ID each day if applicable at the DCR facility before they can pick up a temporary ID. The federal or state issued photo ID will be returned at the end of the work when the temporary ID is returned to the DCR facility.
 4. It is the contractors and subcontractors responsibility to notify the DCR facility as much in advance of any deliveries. All contractors and subcontractors must give a minimum of twenty-four (24) hour advance notice.
 5. There are a lot of inmates that are out and about at the DCR facility grounds. Contractors and subcontractors are not permitted to socialize or mingle with inmates or give them any items. For example, tobacco products, knives, tools, and cell phones, etc.

6. The introduction of contraband, for example, weapons, drugs, alcohol, cell phones, etc., will result in prosecution.
 7. All contractors and subcontractors are subject to be searched, at any time, via pat-down, use of the special operations, or the K-9 unit.
 8. All contractors and subcontractors vehicles are subject to be searched at any time.
 9. It is the contractors and subcontractors responsibility to make sure that the keys are not left in the vehicle, all windows are up, and the doors are locked on all vehicles.
 10. All contractors and subcontractors are to remain in their work areas unless an emergency dictates otherwise.
 11. All contractors and subcontractors must stay in the same area as their escort. If any individual or individuals do not comply, they will be escorted off the DCR facility property and could potentially not be allowed back on site.
 12. No contractors or subcontractors are permitted to have cell phones at the DCR facility buildings or inside the perimeter fence areas. All individuals must leave their cell phones locked up in their vehicle. The contractor's field superintendent or foreman may use their cell phone, but is at the discretion of the DCR, and will be handled as a case-by-case scenario.
 13. The DCR facility has a certain designated smoking area outside the perimeter fence. That is the only area that is permitted for use tobacco products. Tobacco products are not permitted inside any of the buildings or anywhere inside the perimeter fenced in area.
 14. Any individual or individuals of the contractors or subcontractors who show up at the facility for work and are under the influence of drugs and/or alcohol will be escorted off site and lose their privileges of ever working at the current or any future DCR facilities.
- B. Tools - All contractors and subcontractors must comply with all Division of Corrections and Rehabilitation Facility tool security requirements. This includes but not limited to the following:
1. Itemized list of all tools being brought to the jobsite. This includes but not limited to tools that are in a toolbox, vehicle, etc.
 2. Checking all tools brought into the DCR facility at the beginning of the workday.
 3. Checking all tools being removed from the DCR facility at the end of the workday.
 4. Keeping all tools locked up while not in use.
 5. Immediately report any missing tools.
 6. No tools such as knives or razor blades are to be thrown away into the back of a dump truck, trash, dumpster, etc. All tools that are to be thrown away are to be given to the escort to throw away.
 7. To make it simpler, the contractors and subcontractors can have a large lockable toolbox with all their tools in. The DCR facility will have a designated area for the toolbox to be stored and will be discussed in more detail at the pre-construction meeting. This will be handled as a case-by-case scenario depending on where the project is located the DCR facility.

B. Vehicle trailers, office trailers, etc. designated parking areas - All contractors and subcontractors must comply with all Division of Corrections and Rehabilitation Facility parking and vehicle requirements. This includes but is not limited to the following:

1. All contractors and subcontractors parking will be located in the DCR facility parking lot area outside perimeter fence.
2. Any vehicle of the contractors and subcontractors that will need to be taken into the perimeter security fence area will require special approval from the DCR facility.
3. All contractors and subcontractors who have approval to drive a vehicle inside the perimeter security fence area are only permitted to go through the designed gate area.
4. All contractors and subcontractors vehicles are only allowed to be parking inside the perimeter security fence area for as minimal time as required.
5. No contractors and/or subcontractors vehicles such as a dump truck, trailer, tool truck, testing truck, etc. are permitted to be left inside the perimeter security fence area overnight.
6. Office trailers, supply trailers, and material storage containers are not permitted to be placed anywhere inside the perimeter security fence.
7. Office trailers, supply trailers, material storage containers are only allowed to be setup in an approved designed area outside the perimeter security fence.

D. Damages:

1. Any damages occurring to the building or property resulting from the contractor's or subcontractors' performance of this work shall be responsibility of the contractor and/or subcontractor to repair at the contractor's and/or subcontractor's expense; either by using his/her own forces or that of an approved subcontractor. The repair method and the finished product will be subject to the approval of the owner.

E. Cleanup:

1. The contractor and subcontractors shall keep the work area clean as possible during the entire progress of work and shall be responsible for to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractors or subcontractors to dispose of unless otherwise noted. The contractor and subcontractors are not permitted to remove any items from the DCR facility unless it specifically states in the contract. Anyone caught stealing items from the DCR facility will be prosecuted.

F. Safety and safety equipment:

1. All contractors and subcontractors shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. Safety shall be the responsibility of the contractor and subcontractor. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the DCR facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.

G. Certificate of Understanding:

1. Each individual that works for the contractors and subcontractors will be required to review to execute a Certificate of Understanding, certifying they understand and will comply with the rules listed above. Failure to

comply with any of the rules may result in banishment from all the DCR facilities. There is a separate form with the required information to be filled out.

H. Prison Rape Elimination Act (PREA):

1. Each individual that works for the contractors and subcontractors will be required to review the Prison Rape Elimination Act Acknowledgement, complete the contact information, and answer the questions concerning PREA. Each individual will also be required to fill out the additional information below the questions and sign. Any individual who fails to complete the PREA form will not be permitted to work on the construction project at the DCR facility. There is a separate form for the required information to be filled out.

I. NCIC Security Background Check Information:

1. Each individual that works for the contractors and subcontractors will be required to complete the NCIC Security Background Information Form if they will be working on the contract / project. This will not be required for someone delivering items to the jobsite and then immediately leaving. Delivery drivers must stay with their vehicles. There is a separate form for the required information to be filled out.

- J. Each individual that completes the required documents must make sure all their information is neat, clear, and easily readable. If it is not, the individual will be required to redo the documents.

Should you have any additional questions or concerns, please do not hesitate to let me know at your earliest convenience.



STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS
AND REHABILITATION



WILLIAM K. MARSHALL, III
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CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 Telephone
304-558-5367 Fax

CERTIFICATE OF UNDERSTANDING

I hereby acknowledge that I have read, understand, and will comply with each of the rules of the security and general requirements at Correctional Centers including for construction projects from the Director of Engineering and Construction of the West Virginia Division of Corrections & Rehabilitation dated September 10, 2022. I understand that I may be subject to removal from the facility resulting from violations of any of these rules.

Company Name: _____

Employee Name: _____

Date: _____

Signature: _____

Division
of
Corrections & Rehabilitation

OPC

Office of PREA Compliance
1409 Greenbrier Street Charleston, WV 25311

Sexual Misconduct Questionnaire

The WVDCR has a zero-tolerance policy for sexual abuse and sexual harassment of offenders in DCR custody. The following questions shall be asked of new hires, existing staff upon promotion and in conjunction with the agency's four-year background check process, volunteers, contractors, mentors and interns who may have direct contact with offenders. These questions deal with previous acts of sexual misconduct in which the individual responding to the questionnaire was the instigator or perpetrator of sexual abuse or sexual harassment of an incarcerated person.

Have you ever engaged in sexual abuse or harassment of an incarcerated person while employed in a prison, jail, lockup, community confinement facility or juvenile facility or other institution? **Yes / No**

Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats, or coercion, or if the victim did not consent or was unable to consent or refuse? **Yes / No**

Have you ever been civilly or administratively adjudicated to have engaged in sexual activity in the community facilitated by force, overt or implied threats, or coercion, or if the victim did not consent or was unable to consent or refuse? **Yes / No**

Have you ever been involved in a relationship with an incarcerated person while employed in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution? **Yes / No**

Have you ever resigned or otherwise left employment at a prison, jail, lockup, community confinement facility, juvenile facility, or other institution while under investigation for allegations related to sexual misconduct? **Yes / No**

By signing below, you acknowledge and affirm that you have answered the above questions honestly and truthfully. You understand that material omissions regarding sexual misconduct or providing false information shall be grounds for termination or denial of access to DCR facilities. A criminal background check will be completed prior to being hired or gaining access to a DCR facility.

Printed Name & Signature

Date

Printed Name & Signature of Witness

Date



Office of PREA Compliance
1409 Greenbrier Street Charleston, WV 25311

Prison Rape Elimination Act (PREA) Acknowledgement for Volunteers, Contractors, Mentors

The Prison Rape Elimination Act (PREA) is a federal law that prohibits and seeks to eliminate sexual assaults and sexual misconduct in correctional institutions and community corrections settings. The West Virginia Division of Corrections & Rehabilitation (WVDCR) has **ZERO TOLERANCE** regarding instances of sexual misconduct and sexual harassment. WVDCR is committed to providing a safe and healthy environment for staff and offenders. The intent of PREA is to ensure a safe, humane, and secure environment, free from the threat of sexual misconduct and sexual harassment for all offenders, employees, volunteers, and contractors.

Sexual misconduct and sexual harassment within WVDCR facilities is prohibited. The WVDCR investigates all allegations of sexual misconduct and sexual harassment. Any contractor or volunteer who engages in such behavior shall be prohibited from entering the facility. Contact with offenders shall be prohibited and the perpetrator shall be reported to law enforcement agencies and to relevant licensing bodies. The facility shall take appropriate remedial measures and shall consider whether to prohibit further contact with offenders.

Anyone who witnesses, becomes aware of or suspects sexual misconduct or sexual harassment has a duty to report. If you have information regarding a WVDCR offender who has been victimized while in WVDCR custody or community supervision, you may report by, informing the Superintendent, institutional leadership or your Program Supervisor. You may report either in person, by writing or by phone.

You may report it anonymously to the Office of PREA Compliance by calling 304-558-2036, emailing DCRPrea@wv.gov or by mailing the information to ATTN: OPC 1409 Greenbrier Street Charleston WV 25311. You don't have to provide your name, but it is critical that you provide as many details as possible. This includes:

1. The name(s) and locations of persons involved.
2. The name(s) or description of any witnesses to the incident.
3. OID number (if an offender).
4. A brief description of the incident(s).
5. A brief description of where the event(s) occurred.
6. The date(s), time and place of occurrence(s).
7. Names and contact information of others who might have additional information about the incident.

Everyone has an obligation to maintain clear boundaries with all offenders and to maintain an ethical supervision relationship with objectivity and professionalism. Individuals shall not allow the development of personal, unduly familiarity, emotional, or sexual relationship to occur with offenders.



Office of PREA Compliance
1409 Greenbrier Street Charleston, WV 25311

Contact Information Required for Volunteers, Contractors and Mentors

My signature below acknowledges that I have received information related to the Prison Rape Elimination Act. I understand and agree to comply with the DCR requirements regarding sexual misconduct and sexual harassment. My signature below also acknowledges that I have been informed on how to report such incidents.

Printed Name: _____

Phone number _____ Email address _____

Assigned facility(s) *List all if more than one* _____

Name of volunteer organization _____

Service provided _____

Signature: _____ Date: _____