

PARKERSBURG CORRECTIONAL CENTER AND JAIL

ARFQ 0608 DCR240000119 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Preventative Maintenance Equipment and Systems	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Year	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Extended Amount
Equipment and Systems	Biannual	2	2,750.00	15,500.00

Subtotal A: 15,500.00

Correction Maintenance Hourly Rates	Correction Maintenance Unit of Measure	Correction Maintenance Estimated Annual Hours	Correction Maintenance Unit Price	Correction Maintenance Extended Amount
Regular Labor Rate	Hour	100	108.00	12,800.00
Overtime Labor Rate	Hour	16	130.00	2,090.00
Holiday Labor Rate	Hour	8	130.00	1,040.00
Emergency Labor Rate	Hour	8	130.00	1,040.00

Subtotal B: 16,960.00

New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	New Equipment, Devices, and Parts Markup Percentage	New Equipment, Devices, and Parts Markup Percentage Extended Amount
Parts	\$5,000.00	30%	1,500.00

Subtotal C: 1,500.00

OVERALL COST (by adding subtotals A, B, and C) 28,960.00

Bidder/Vendor Information:

Name: CIMCO, Inc.
 West Virginia Contractors License WV0255112
 Address: 2336 Virginia Ave.
Hurricane, WV 25726
 Phone No.: 304 563-7705
 Fax No.: 304 397-4178
 Email Address: Dgriffith@cimco.wv.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@cimco.wv.com
(Email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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
(Printed Name and Title of Authorized Representative) (Date)
3/7/2024
(Date)
304 562-7705 304 397-4178
(Phone Number) (Fax Number)
Dgriffith@cimco.wv.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

CIMCO, Inc.
Company

Daniel P. Griffith
Authorized Signature

3/17/2024
Date

NOTE: This addendum acknowledgement 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: Cinco Inc.

Authorized Signature: [Signature] Date: 5/7/2024

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7 day of May, 2024.

My Commission expires July 12, 2025.

AFFIX SEAL HERE

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, Darren 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: Darren P. Griffith
 Signature: Darren P. Griffith
 Title: Service Manager
 Company Name: CIMCO, Inc
 Date: 5/7/2004

Taken, subscribed and sworn to before me this 7 day of May, 2004.

By Commission expires July 12, 2008

(Seal)

Vessa D. Baker
 (Notary Public)



	Document Phase	Document Description	Page 3
DCR2400000119	Final	Equipment and Systems Maintenance and Repairs - PBCC&J	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

Parkersburg Correctional Center and Jail
225 Holiday Hills Drive, Parkersburg, WV 26104

Time: 10:00 AM E.S.T.

Date: April 26, 2024

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.

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.

For Request for Proposal (“RFP”) Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus ____ convenience copies of each to the Division of Corrections and Rehabilitation at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
Fax: 304-957-7622

A bid submitted in paper or facsimile form should contain the information listed below on the face of the envelope or fax cover sheet otherwise the bid may be rejected by the Division of Corrections and Rehabilitation:

SEALED BID: Parkersburg Correctional Center and Jail – Equipment and Systems Maintenance and Repairs Contract

VENDOR NAME:

BUYER: Philip Farley

SOLICITATION NO.: ARFQ 0608 DCR240000119

BID SUBMISSION DEADLINE DATE AND TIME: 10:30 AM E.S.T. May 7, 2024

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.

- 7. PUBLIC BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Division of Corrections and Rehabilitation time clock (in the case of hand delivery).

Public Bid Opening Date and Time: 11:00 AM E.S.T. on May 7, 2024

Bid Opening Location:

Division of Administrative Services
1124 Smith Street
Charleston, WV 25301

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.

16. **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.
17. **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.
18. **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.”
19. **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.”
20. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code § 5-22-1 et seq., and § 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the 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.

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.

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

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: Contract Term specified in _____.

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

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

Open End Contract: Quantities listed in this Solicitation 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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.

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. **VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
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.
- Liquidated Damages Are Not Included in this Contract.
12. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
13. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price

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.

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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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,

produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

42. **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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
43. **PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
44. **REQUIREMENTS PER W. VA. CODE § 15A-3-14:** The commissioner, or division, shall not award a contract or renew a contract 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) Willful failure to substantially perform in accordance with the terms of one or more public contracts;
- 2) Performance in violation of standards established by law or generally accepted standards of the trade or profession amounting to intentionally deficient or grossly negligent performance on one or more public contracts;
- 3) Use of substandard materials on one or more public contracts or defects in construction in one or more public construction projects amounting to intentionally deficient or grossly negligent performance, even if discovery of the defect is subsequent to acceptance of a construction project and expiration of any warranty thereunder;
- 4) A repeated pattern or practice of failure to perform so serious and compelling as to justify disqualification; or
- 5) Any other cause of a serious and compelling nature amounting to knowing and willful misconduct of the vendor that demonstrates a wanton indifference to the interests of the public and that caused, or that had a substantial likelihood of causing, serious harm to the public.

Unless the context clearly requires a different meaning, for the purposes of this section, the term:

- a. "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, amounts owed to the Workers' Compensation Fund as defined in [§23-2C-1](#) *et seq.* of this code, penalty, or other assessment or surcharge 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;
- b. "Debtor" means any individual, corporation, partnership, association, limited liability company, or any other form of business association owing a debt to the state or any of its political subdivisions, and includes any person or entity that is in employer default;
- c. "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 [§23-2C-2](#) of this code, 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;
- d. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function and whose jurisdiction is coextensive with one or more counties or municipalities; and



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2024

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

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

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:

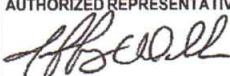
COVERAGES **CERTIFICATE NUMBER: 778322012** **REVISION NUMBER:**

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:	Y		CO-5J777287-24	5/1/2024	5/1/2025	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	Y		BA-9M453429-24	5/1/2024	5/1/2025	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	Y		CUP-4J428679-24	5/1/2024	5/1/2025	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-0L10858A-24	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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.

Project: ARFQ 0608 DCR2100000008
State of West Virginia is an Additional Insured with respect to work performed for them by the Named Insured.

CERTIFICATE HOLDER State of West Virginia 225 Holiday Hills Drive Parkersburg WV 26104	CANCELLATION 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 

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

- 2. BONDS:** The following bonds must be submitted if the Contract exceeds \$25,000.00:
 - a. BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
 - b. 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - c. 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - d. MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Division of Corrections and Rehabilitation prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

- 3. 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

5. 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.

6. 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.

7. 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.

8. 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.

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- B. “Corrective Maintenance” means maintenance performed on an as required basis to correct a potential malfunction or failure in the equipment. No correction maintenance shall be performed without authorization by Agency.
- C. Holidays shall mean days designated by WV Code § 2-2-1 as legal holidays:
- New Year’s Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President’s Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)
- D. “Costs for Parts” means the actual documented cost for the parts as purchased by Contractor.
- E. “Pricing Page” means the pages upon which Contractor should list its proposed price for the Contract Services. The Pricing Page of the RFQ are attached hereto as Exhibit D.
- F. “Solicitation” means the official notice of an opportunity to supply the State with Contract Services that is published by the West Virginia Division of Corrections and Rehabilitation (DCR), and/or the West Virginia Division of Administrative Services (DAS).

1.03 QUALIFICATIONS: Contractor shall have the following minimum qualifications:

- A. All technicians must be trained with three (3) years’ experience in systems in preventative maintenance and inspections, corrective maintenance, repairs, replacement parts, and installation of new devices and equipment.
- B. Evidence of factory training and minimum experience requirement shall be submitted prior to award of contract.
- C. Contractor shall ensure appropriately trained and qualified technicians perform corrective maintenance.

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may include, but are not limited to, grease, cleaning supplies, rags, etc.

- 5) Contractor shall be responsible for replacement of ceiling grid and tiles should they become soiled or damaged by Contractor at no cost to Agency. Agency will make final determination whether to clean or replace tiles on a case-by-case basis.
- 6) Contractor may only remove equipment from service for a period of 24 hours or more with written permission from Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 7) Contractor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 8) Contractor shall not perform any Equipment and Systems Maintenance and Repairs under this contract without prior approval from Agency.

B. Preventive Maintenance:

- 1) Contractor shall perform Preventive Maintenance on a bi-annual basis in accordance with a schedule mutually agreed upon by Contractor and Agency.
- 2) For the preventative maintenance cost, Contractor must provide a unit price for the labor to do the preventative maintenance work and the cost for any expendable materials that will be used. Any materials or items that are worn and should be replaced during the preventative maintenance process, Contractor will bill for the materials using the percentage markup on materials.
- 3) Contractor shall perform preventative maintenance and inspections during regular business days and hours.
- 4) Contractor shall submit a proposed schedule of all Preventive Maintenance within five (5) days of Contractor being awarded this contract for approval by Agency, at Agency's discretion.

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- d) Contractor shall quote an hourly rate for emergency labor hours. Emergency labor rates shall be charged to Agency when any occurrence is declared an emergency by Agency.
- 6) When possible, Contractor shall perform all corrective maintenance, replacing parts, and installation of new devices and equipment during regular business days and hours.
- 7) If the facility requests Contractor to replace the air filters and belts, Contractor will bill this as corrective maintenance for the labor and percentage markup for the materials.
- 8) If the facility requests the Contractor to replace the air filters and belts, the Contractor will bill this as corrective maintenance for the labor and percentage markup for the materials.
- 9) The replacement of compressors and heat exchangers is included in the Scope of this project. Contractor will bill this as corrective maintenance for the labor and percentage markup for the materials.
- 10) If the facility has a building automation system (BAS) that controls the facility equipment, it is part of this contract.
- 11) At the facility's discretion, new equipment, devices, and parts may be purchased utilizing this contract by using the percentage markup provided by Contractor on Exhibit D, Pricing Page.
- 12) At the facility's discretion, Contractor may install new equipment, devices, and parts utilizing this contract by using the corrective maintenance hourly labor rates provided by Contractor on Exhibit D, Pricing Page.
- 13) If the facility has maintenance staff that are able to do corrective maintenance work on the equipment and systems, they are permitted to do the work.

1.05 MANDATORY REQUIREMENTS:

- A. For all maintenance, repairs, replacement parts, and installation of additional devices or equipment to the system, Contractor must use a device that is the same brand and part number or approved by the manufacturer of the parts.

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- K. All correspondence, either written or electronic, responses to Agency's request must also be sent to the DCR Director of Engineering, Construction, and Maintenance, no exceptions.

1.06 EXTENT OF WORK

- A. Contractor shall provide all labor, material, tools, equipment, and supplies necessary to provide inspections, testing, maintenance, repairs, replacement parts, and installation of new equipment and all the work previously stated in section 1.01, 1.02, 1.03, 1.04, and 1.05 all-inclusive of Contractors quoted prices.

1.07 CONDITIONS OF WORK

A. PERMITS

- 1) Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license, which are necessary for the proper execution and completion of the work as specified.

B. TERMS OF WORK

- 1) The open-ended contract is for a one (1) year period with the potential of three (3) one (1) year contract renewals. The Notice to Proceed will be the date specified on the encumbered contract.

C. SECURITY

- 1) Contractor must comply with all Division of Corrections and Rehabilitation Facility security requirements. This includes but is not limited to security background checks of any employee of Contractor that will be working on-site on the project.
- 2) Contractors must submit for each individual that will be working on the jobsite the required information that is listed on the NCIC background check form. This will not be required for someone delivering items to the jobsite and then immediately leaving. Delivery drivers must stay with their vehicles.
- 3) All contractors and subcontractors that will be working on-site must fill out the security documents and submit to the Director of Engineering, Construction, and Maintenance via fax, 304-957-7622. Please see Exhibit C. Contractor must not fill out any of security documents and submit via their bid documents.

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- 2) The DCR facility will not be held accountable for any material orders shipped directly to the facility. Contractor must be present at the facility to receive the order.
- 3) The Facility will not be liable for any short-shipped items.
- 4) The DCR facility will not be responsible for any items that are missing or have been stolen. It is Contractor's responsibility to secure all their tools and materials.
- 5) If Contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.
- 6) Any materials, which are found to be damaged, shall be removed and replaced at Contractor's expense.

G. DAMAGES

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

H. CLEANUP

- 1) Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible for removing 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 Contractor to dispose of unless otherwise noted.

I. SAFETY

- 1) Contractor 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 Contractor. All related personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.

J. WORKMANSHIP

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- pay a replacement fee if the cards or keys become lost or stolen.
- d) Contractor shall notify Agency immediately of any lost, stolen, or missing card or key.
- e) Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- f) Contractor shall inform all staff of Agency's security protocol and procedures.

1.08 PAYMENT:

- A. Agency shall pay a single, flat rate per facility to do inspections and testing for the entire year performed under this contract. Agency shall pay a single flat hourly rate per timeframe for all services quoted by the hour and shall reimburse Contractor for the cost of parts as set forth above. Contractor shall accept payment in accordance with the payment procedures of the State of West Virginia.

1.09 CONTRACT AWARD

A. Contract Award:

- 1) The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to Contractor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

B. Pricing Page:

- 1) Contractor must complete the Pricing Page in Exhibit D by inserting the requested information in the appropriate spaces and performing the calculations necessary to arrive at an overall cost. The requested information includes preventative maintenance; hourly labor rates for corrective maintenance, repairs, installation of replacement parts, and new installation; a percentage markup on parts from the actual price Contractor paid and the total labor cost; to all be added up to calculate the overall cost. Contractor must complete the Pricing Page in full, as failure to

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against this Contract covering the agreed upon Preventive Maintenance to be performed.

B. Corrective maintenance ordering:

- 1) Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Contractor for a cost quote prior to Contractor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If Contractor's quote is satisfactory to Agency, then Agency will issue a release order allowing Contractor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to Contractor shall be considered authorization to begin work. If Agency determines that the cost quote is not satisfactory, then Agency and Contractor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Contractor deem appropriate.

1.12 REPORTS: Contractor shall provide all of the reports as outlined below:

A. Preventive maintenance log:

- 1) Contractor shall provide and update a Preventive Maintenance log in the form of a chart for the equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Contractor shall also maintain a duplicate maintenance log that Contractor must submit to Agency on a monthly basis.

B. Corrective maintenance log:

- 1) Contractor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time

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- 2) Failure to comply with other specifications and requirements contained herein.
- 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 4) Failure to remedy deficient performance upon request.

1.16 CONTRACT MANAGER:

- A. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor'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. Contractor should list its contract manager and his or her contact information below. The previously specified information must be submitted prior to award of contract.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

END OF SPECIFICATIONS

EXHIBIT A

PARKERSBURG CORRECTIONAL CENTER AND JAIL FACILITY

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MANUFACTURE	MODEL NUMBERS	SERIAL NUMBERS	DESCRIPTION	LOCATION/ STATE TAG#	QTY.
Culligan	7443	C7544	Water Softener	Mecahnical Room	1
Culligan	7443	C7548	Water Softener	Mecahnical Room	1
Lochinvar	236178	I11H00236178	Water heater	Mecahnical Room	1
Lochinvar	232651	D11H00232651	Water heater	RSAT Laundry	1
Lochinvar	230137	L10H00230137	Water heater	Mech. Room/North Hall	1
Lochinvar	236247	I11H00236247	Water heater	Mech. Room/North Hall	1
Armstrong	DRV80		Mixing Valve Unit		1
Armstrong	DRV80		Mixing Valve Unit		1
Cumming	1300 Series	J110263271 GGMC-8289851	Power Generator Unit	Outside/Rear of building	1
Valent	VPRX-310-30A-40J-C-1CX	12596730	HVAC	Roof	1
Valent	VPRX-310-30A-40J-C-1CX	125996739	HVAC	Roof	1
Valent	VPRX-310-30A-40J-C-1CX	12596739	HVAC	Roof	1
Valent	VPRX-310-30A-40J-C-1CX	12596840	HVAC	Roof	1
Valent	VPRX-310-30A-40J-C-1CX	12596841	HVAC	Roof	1
Valent	VPRE-110-10D-10J-C-1CA	12596842	HVAC	Roof	1
Valent	VPR-210-20A-40J-COCX	12596743	HVAC	Roof	1
Valent	VPR-210-20A-40J-COCX	12596731	HVAC	Roof	1
Greensheck	PVF250H	12605117	HVAC	Roof	1
Greensheck	PVF400H	12605098	HVAC	Roof	1
Daikin	REMQ120PBYD		HVAC	Roof	1
Daikin	REMQ120PBYD		HVAC	Roof	1
Daikin	REMQ120PBYD		HVAC	Roof	1
Daikin	REMQ120PBYD		HVAC	Roof	1
Daikin	REMQ72PBYD		HVAC	Roof	1
Daikin	REMQ72PBYD		HVAC	Roof	1
Daikin	REMQ72PBYD		HVAC	Roof	1
Daikin	REMQ72PBYD		HVAC	Roof	1
Carrier/Toshiba	MMY-MAP1686FT6P-UJL	73000006	HVAC	Roof	1
Carrier/Toshiba	MMY-MAP1686FT6P-UJL	73000002	HVAC	Roof-West	1
KoolAir	KYT0420A-161	1121047705	Ice Machine	Roof-East	1
				RSAT-Tag PBCC00002	1

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EXHIBIT B – REQUIRED PREVENTATIVE MAINTENANCE WORK SCOPE

ARFQ 0608 DCR2400000119
REQUEST FOR QUOTATION
EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT
PARKERSBURG CORRECTIONAL CENTER AND JAIL FACILITY

HOT WATER HEATERS AND HOT WATER STORAGE TANKS

1. Inspect pressure relief valve. Replace if necessary.
2. Inspect temperature. Set to manufactures specifications.
3. Drain, flush tank, and clean. Check all valves and refill tank.
4. Check all valves, plumbing piping, and water supply for any damages. Repair as necessary.
5. Inspect all electrical connections. Replace or repair as needed.
6. Inspect all gas connections and plumbing. Replace or repair as needed.

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VENT FANS:

1. Visual inspection. Operating and safety system in place.
2. Inspect all bolts and hold downs for damages or wear. Replace or adjust.
3. Inspect dampers for proper closure.
4. Inspect actuators and linkage. Clean and adjust.
5. Lubricate actuators and linkage controls.
6. Inspect fans blades. Clean, replace, or repair.
7. Inspect air flow. Check for duct damage.
8. Inspect filters. Replace or clean as needed.

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 design firms, 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. Design firms, 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 design firms, 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 design firms, contractors, and subcontractors vehicles are subject to be searched at any time.
9. It is the design firms, 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 design firms, contractors, and subcontractors are to remain in their work areas unless an emergency dictates otherwise.
11. All design firms, 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 design firms, 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.

5. No design firms, contractors, and 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 design firms, contractor's or subcontractors' performance of this work shall be responsibility of the design firm, contractor, and subcontractor to repair at the design firms, contractor's and 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 design firms, contractors, 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 design firms, contractors, 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 design firms, 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 design firms, contractors, and subcontractors. 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 design firms, 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



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 Design Firms, Contractors, and Subcontractors

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

Date: March 8, 2024

Subject: SECURITY, GENERAL REQUIREMENTS, AND REQUIRED FORMS

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

- A. Security – All design firms, 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 design firms, 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 design firms, contractors, and subcontractors will receive a security orientation prior to working on site if applicable at the DCR facility.
 3. All design firms, 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 design firms, 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



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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 of the Division of Corrections and Rehabilitation Facilities, including but not limited to, design projects, construction projects, and maintenance contracts from the Director of Engineering, Construction, and Maintenance dated March 8, 2024. 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: _____

DO NOT FILL OUT



**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

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: _____