



State of West Virginia  
Agency Request for Quote

Proc Folder: 1299320

Reason for Modification:

Doc Description: Equipment and Systems Maintenance and Repairs TVRJCF

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-26	2023-10-25 10:30	ARFQ 0608 DCR2400000050	1

**BID RECEIVING LOCATION**

**VENDOR**

Vendor Customer Code:

Vendor Name : *Costo Technical Services*

Address : *540 Leon Sullivan Way*

Street :

City : *Charleston*

State : *WV*

Country :

Zip : *25301*

Principal Contact : *April Dunlap*

Vendor Contact Phone: *304-346-0549*

Extension: *1259*

**FOR INFORMATION CONTACT THE BUYER**

Philip K Farley  
(304) 549-1050  
philip.k.farley@wv.gov

Vendor Signature X *April Dunlap* FEIN# *550529186* DATE *10-23-2023*

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

**ADDITIONAL INFORMATION**

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract to provide preventative maintenance and inspections, corrective maintenance, repairs, replacement parts, and installation of new devices and equipment for the Equipment and Systems Maintenance and Repairs Contract at the Tygart Valley Regional Jail and Correctional Facility located 400 Abbey Road, Belington, WV 26250 in Randolph County.

**INVOICE TO**

TYGART VALLEY REGIONAL  
JAIL  
400 ABBEY RD

BELINGTON  
US

WV

**SHIP TO**

TYGART VALLEY REGIONAL  
JAIL  
400 ABBEY RD

BELINGTON  
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Cost				

*See Pricing Page*      ~~000~~ 7,756

Comm Code	Manufacturer	Specification	Model #
72151201			

**Extended Description:**  
Equipment and Systems Maintenance and Repairs Contract

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Non-Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2023-10-11
2	Deadline for Questions Due is 2:00 PM E.S.T.	2023-10-18
3	Bid Due By 10:30 AM E.S.T.	2023-10-25

	Document Phase	Document Description	Page
DCR2400000050	Final	Equipment and Systems Maintenance and Repairs TVRJCF	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page
DCR2400000050	Final	Equipment and Systems Maintenance and Repairs TVRJCF	4

**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:

Tygart Valley Regional Jail and Correctional Facility  
400 Abbey Road, Belington, WV 26250

Time: 10:00 A.M. EST

Date: October 11, 2023

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

All Vendors submitting a Bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of 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. 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 Vendor he or she is representing.

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

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 18, 2023, at 2:00 PM EST

Submit Questions to:

1124 Smith Street, Second Floor

Charleston, WV 25301

Fax: (304) 558-1426

Email: [Mary.R.Kemper@wv.gov](mailto:Mary.R.Kemper@wv.gov) (Email is the preferred method.)

- 5. VERBAL COMMUNICATION:** Any verbal communication between Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Division of Corrections and Rehabilitation is binding.
- 6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS in paper form delivered to the Division of Corrections and Rehabilitation at the address listed below either in person or by courier, or in facsimile form by faxing to the Division of Corrections and Rehabilitation at the number listed below. Notwithstanding the foregoing, 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 Vendor's inability to submit bids through wvOASIS. The Division of Corrections and Rehabilitation will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Division of Corrections and Rehabilitation staff is considered to be in the possession of the Division of Corrections and Rehabilitation and will not be returned for any reason.

**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, 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, 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, Second Floor  
Charleston, WV 25301  
Fax: 304-558-1426

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:** Tygart Valley Regional Jail and Correctional Facility-Equipment and Systems Maintenance and Repairs Contract

**VENDOR NAME:**

**BUYER:** Mary Kemper

**SOLICITATION NO.:** ARFQ 0608 DCR2400000050

**BID OPENING DATE:** October 25, 2023

**BID OPENING TIME:** 11:00 A.M. EST

**FAX NUMBER:** 304-558-1426

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

- 7. 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).

**Bid Opening Date and Time:** October 25, 2023, at 11:00 A.M. EST

**Bid Opening Location:**  
Division of Administrative Services  
1124 Smith Street, Second Floor  
Charleston, WV 25301

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Division of Corrections and Rehabilitation. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Division of Corrections and Rehabilitation, is strictly prohibited without prior Division of Corrections and Rehabilitation approval. Division of Corrections and Rehabilitation approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in Vendor's bid.
- 15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. CSR § 148-22-9, any non-resident Vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident Vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Division of Corrections and Rehabilitation with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to



receive the preferences made available to resident Vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**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 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.

- 21. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a Vendor fails to provide it with the bid, the Division of Corrections and Rehabilitation reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- 22. EMAIL NOTIFICATION OF AWARD:** The Division of Corrections and Rehabilitation will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Division of Corrections and Rehabilitation with a valid email address in the bid response. Bidders may also monitor wvOASIS website to determine when a contract has been awarded.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of an 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 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 Vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and 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 Vendor as the contract holder.
  - 2.5. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Corrections and Rehabilitation.
  - 2.6. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.7. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** Initial Contract Term: The Initial Contract Terms will be for a period of one (1) year. The Initial Contract Terms becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Division of Corrections and Rehabilitation, and Vendor, with approval of the Division of Corrections and Rehabilitation and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Division of Corrections and Rehabilitation thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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. Renewals must be approved by Vendor, Division of Corrections and Rehabilitation, and Attorney General's office (Attorney General approval is as to form only)

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within                                    days. Upon completion of the work covered by the preceding sentence, Vendor agrees that:

the contract will continue for            years;

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 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 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 unanticipated increase in the volume of work. An emergency purchase in the open market,

approved by the Division of Corrections and Rehabilitation, shall not constitute of breach of this Contract, and shall not entitle Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Division of Corrections and Rehabilitation by Vendor as specified below.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Division of Corrections and Rehabilitation.

West Virginia Contractors License

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**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 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.

14. **PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
15. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
16. **TAXES: Vendor** shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of Vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
18. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
19. **CANCELLATION:** The Division of Corrections and Rehabilitation the right to cancel this Contract immediately upon written notice to Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Division of Corrections and Rehabilitation may also cancel any purchase or Contract upon 30 days written notice to Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
20. **TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
21. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.



- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Division of Corrections and Rehabilitation, and 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 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: Vendor** expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** 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.
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.
- DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**
- Submission of any bid, proposal, or other document to the Division of Corrections and Rehabilitation constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Division of Corrections and Rehabilitation will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.
- 32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, Vendor must provide all necessary releases to obtain information to enable the Division of Corrections and Rehabilitation to verify that Vendor is licensed and in good standing with the above entities.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- 33. ANTI-TRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, 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 Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind Vendor in a contractual relationship; and that, to the best of his or her knowledge, Vendor has properly registered with any State agency that may require registration.
- 35. VENDOR RELATIONSHIP:** The relationship of 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. 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 Vendor, nor any employees or subcontractors of 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:** 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 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code § 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.
- 38. 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.
- 39. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
- Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Division of Corrections and Rehabilitation.
- 40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Division of Corrections and Rehabilitation Facilities based upon results addressed from a criminal background check.
- 41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not

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

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

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

**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, Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, 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 Vendor or prospective Vendor, or a related party to Vendor or prospective Vendor, is a debtor and:

- a. The debt owed is an amount greater than \$1,000 in the aggregate; or
- b. The debtor is in employer default.

The division has the authority to run criminal background checks, financial background checks, a licensing check, and a credit check, and any Vendor, or any and all principals in a company or corporation, must submit to said checks to be eligible to be awarded a contract for the division. The commissioner, or division, shall not award a contract to a Vendor if any of the following are present:

- a. Conviction of an offense involving fraud or a felony offense in connection with obtaining or attempting to obtain a public contract or subcontract;
- b. Conviction of any federal or state antitrust statute relating to the submission of offers;
- c. Conviction of an offense involving embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property in connection with the performance of a contract;
- d. Conviction of a felony offense demonstrating a lack of business integrity or business honesty that affects the present responsibility of Vendor or subcontractor;
- e. Default on obligations owed to the state, including, but not limited to, obligations owed to the Workers' Compensation Fund, as defined in §23-2C-1 et seq. of this code, and obligations under the West Virginia Unemployment Compensation Act and West Virginia state tax and revenue laws. For purposes of this subsection, a Vendor is in default when, after due notice, Vendor fails to submit a required payment, interest thereon, or penalty, and has not entered into a repayment agreement with the appropriate agency of the state or has entered into a repayment agreement but does not remain in compliance with its obligations under the repayment agreement. In the case of a Vendor granted protection by order of a federal bankruptcy court or a Vendor granted an exemption under any rule of the Bureau of Employment Programs or the Insurance Commission, the commissioner may award a contract: *Provided*, That in no event may the contract be awarded to any Vendor who has not paid all current state obligations for at least the four most recent calendar quarters, excluding the current calendar quarter, or with respect to any Vendor who is in default on a repayment agreement with an agency of the state;
- f. The Vendor is not in good standing with a licensing board, in that Vendor is not licensed when licensure is required by the law of this state, or Vendor has been found to be in violation of an applicable licensing law after notice, opportunity to be heard, and other due process required by law;
- g. The Vendor is an active and knowing participant in dividing or planning procurements to circumvent the \$25,000 threshold requiring a sealed bid or otherwise avoid the use of a sealed bid; or
- h. Violation of the terms of public contracts or subcontracts for:

- 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 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

e. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company, or any other form of business association or other entity whatever, related to any Vendor by blood, marriage, ownership, or contract through which the party has a relationship of ownership or other interest with 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.

The prohibitions of subdivision (5), subsection (f) of this section do not apply where a Vendor has contested any tax administered pursuant to chapter 11 of this code, amount owed to the Workers’ Compensation Fund as defined in §23-2C-1 et seq. of this code, permit fee, or environmental fee or assessment and the matter has not become final, or where Vendor has entered into a payment plan or agreement and Vendor is not in default of any of the provisions of such plan or agreement.

The division may disqualify a Vendor if award to Vendor would jeopardize the safe, secure, and orderly operations of the division.

All bids, contract proposals, or contracts with the state or any of its political subdivisions submitted or approved under the provisions of this code shall include an affidavit that Vendor, prospective Vendor, or a related party to Vendor or prospective Vendor is not in employer default and does not owe any debt in an amount in excess of \$1,000 or, if a debt is owed, that the provisions of subsection (h) of this section apply.



## 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](http://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](http://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](http://www.state.wv.us/admin/purchase/forms2.html))

In lieu of the Bid Bond, 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 Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Division of Corrections and Rehabilitation shall promptly request by telephone and electronic mail that the low bidder and

second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

**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. 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.

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

- (1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;
- (2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports, and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

#### **9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

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

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

- a. Required Information. The subcontractor list must contain the following information:
  - i. Bidder's name
  - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
  - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.
  - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if Vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
  - i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



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

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all Vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of Vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications prior to sending the addendum to all interested Vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Division of Corrections and Rehabilitation at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

April Dunlap, Sales Support  
(Name, Title)  
April Dunlap, Sales Support  
(Printed Name and Title)  
540 Leon Sullivan Way, Charleston, WV 25301  
(Address)  
304-346-0549/304-346-8920  
(Phone Number) / (Fax Number)  
adunlap@costatech.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 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 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 Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.

Costo Technical Services  
(Company)  
April Dunlap, Sales Support  
(Authorized Signature) (Representative Name, Title)  
April Dunlap, Sales Support 10-23-2023  
(Printed Name and Title of Authorized Representative) (Date)  
10-23-2023  
(Date)  
304-346-0549/304-346-8920  
(Phone Number) (Fax Number)  
adunlap@costatech.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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Costo Technical Services  
Company

Paul Durlop  
Authorized Signature

10-25-2023  
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: Costo Technical Services Date: 10-23-2023  
Authorized Signature: April Overlap

State of West Virginia  
County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 23 day of October, 2023  
My Commission expires February 23, 2027.

**AFFIX SEAL HERE**

NOTARY PUBLIC Tammy L. Michael





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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Kanawha, **TO-WIT:**

I, April Dunlap, after being first duly sworn, depose and state as follows:

1. I am an employee of Casto Technical Services; and,  
(Company Name)
2. I do hereby attest that Casto Technical Services  
(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: April Dunlap

Signature: April Dunlap

Title: Sales Support

Company Name: Casto Technical Services

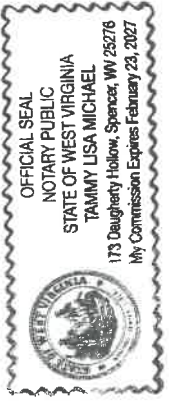
Date: 10-23-2023

Taken, subscribed and sworn to before me this 23 day of October, 2023.

By Commission expires February 23, 2027

(Seal)

Tammy L Michael  
(Notary Public)





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- B. “Corrective Maintenance” means corrective 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 the Contractor.
- E. “Pricing Page” means the pages upon which the 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.** At all times, the Contractor shall ensure appropriately trained and qualified technicians perform corrective maintenance.

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- D.** Certifications: Contractor shall ensure that all Equipment and Systems Maintenance and Repairs performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:
- 1) Electricians – WV Electricians License
  - 2) Plumbers – WV Plumbers License
  - 3) HVAC – EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program.
  - 4) WV Contractors License
- E.** Agency reserves the right to request information from the Contractor as to experience, qualifications, and corporate references insofar as it relates to services being requested under this contract.
- 1.04 PERFORMANCE REQUIREMENTS:** Contractor shall provide Agency with Equipment and Systems Maintenance and Repairs on an open-end and continuing basis as outlined in this Contract.
- a. Equipment and Systems Maintenance and Repairs (Preventive and Corrective)**
- 1) Contractor shall provide Equipment and Systems Maintenance and Repairs in accordance with manufacturer’s recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.
  - 2) Contractor shall furnish and install parts as necessary to keep the HVAC systems at each facility listed on Exhibit B in proper working order.
  - 3) Contractor shall furnish all equipment, tools, and parts necessary for the performance of the Equipment and Systems Maintenance and Repairs. Equipment and tools will be provided at no cost to the Agency.
  - 4) Contractor shall provide expendable materials used in the scope of performing under this Contract at no cost to Agency. Such items

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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 the 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 the 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 the Agency.

**B. Preventive Maintenance:**

- 1) Contractor shall perform Preventive Maintenance on a bi-annual basis in accordance with a schedule mutually agreed upon by the Contractor and Agency.
- 2) For the preventative maintenance cost, the 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, the 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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**C. Corrective Maintenance:**

- 1) Contractor shall perform Corrective Maintenance as needed to restore the HVAC Systems to working order. Contractor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 2) Contractor shall respond to corrective maintenance requirements by telephone or in person within two (2) hours and must arrive onsite as soon as possible, but no later than twenty-four (24) hours after Contractor is notified by Agency. No exceptions to the twenty-four (24) hour requirement unless granted by the Agency.
- 3) Corrective Maintenance must be performed between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time.
- 4) Agency may request Corrective Maintenance on an emergency basis by notifying the Contractor of the emergency. Contractor must respond to all emergency requests within thirty (30) minutes of being notified of the emergency request and arrive on site to begin performance no later than four (4) hours after being notified of the emergency. Emergency requests can be authorized by the Superintendent or authorized designee.
- 5) The following information under this item will be for corrective maintenance, replacing parts, and installation of new devices and equipment:
  - a) Contractor shall quote an hourly rate for regular labor hours. Regular labor rate hours shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
  - b) Contractor shall quote an hourly rate for overtime labor hours. Overtime labor rate hours shall be between the hours of 5:01 p.m. and 7:59 a.m. for the days of Monday thru Friday, all day Saturday, and all-day Sunday.
  - c) Contractor shall quote an hourly rate for holiday labor hours. Holiday labor rate hours shall be between the hours of 12:00 a.m. and 11:59 p.m., Sunday thru Saturday, for nationally recognized holidays.



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- d) Contractor shall quote an hourly rate for emergency labor hours. Emergency labor rates shall be charged to the Agency when any occurrence is declared an emergency by the Agency.
- 6) When possible, the 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 the Contractor to replace the air filters and belts, the Contractor will bill this as a corrective maintenance for the labor and percentage markup for the materials.
- 8) If the facility requests the Contractor to work on the exhaust ventilation equipment which includes exhaust fans and smoke exhaust fans, the Contractor will bill this as a corrective maintenance for the labor and percentage markup for the materials.
- 9) The replacement of compressors and heat exchangers are included in the scope of this project. The Contractor will bill this as a 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) In this contract, at the facility's discretion, they can purchase new equipment, devices, and parts by using the percentage markup provided by the Contractor on Exhibit D, Pricing Page.
- 12) 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 D, Pricing Page.
- 13) If the facility has maintenance staff that can 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, the 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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- B. Contractor shall maintain a continuous 24/7/365 emergency telephone service. Contractor shall establish a call down list or other procedure that will ensure the quickest possible response time.
- C. Agency's contact representative or designee per facility will be determined after the contract is awarded. Contractor shall report and confer with the contact representative or designee prior to performing any work specified in this contract.
- D. Contractor shall compile and maintain a suitable log/diagram/chart for entering inspection, maintenance, and repair data. Said report shall remain on the Agency's premises. Status reports shall be submitted to the contact representative or designee prior to performing any work specified in this contract.
- E. Contractor shall submit a time ticket and a detailed report of services, inspections, and/or repairs to the contact representative or designee prior to performing any work specified in this contract for approval.
- F. Anytime any of the equipment or systems will have to be taken off-line, the Contractor must coordinate with the facility staff to determine what certain timeframe any of the boilers can be turned off.
- G. The Contractor must notify the Facility at least forty-eight (48) hours in advance for approval before any of the equipment or systems can be turned off. Contractor may only remove equipment from service for a period of twenty-four (24) hours or more with written permission from the Agency. This is to allow the Facility enough time to prepare for the outage.
- H. Contractor must, however, obtain advanced approval from the Agency prior to purchasing any part(s). If the agency feels that the price is above fair market value, then they have the option of purchasing the parts and having the Contractor do the installation. The Agency reserves the right to competitively bid any part or labor for any repair to said systems over \$2,500.00.
- I. Contractor must provide copies of the invoice and manufacturer's warranty on parts purchased under this contract.
- J. Parts shall be procured by the Contractor, but reimbursed by the Agency, with the appropriate markup quoted by the Contractor. All parts supplied by the Contractor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass-through cost, no markup shall be permitted. Contractor must provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.

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- K. All correspondence, either written or electronic, responses to the 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 the 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 following information: Full name, date of birth, and social security number. 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 DCR Director of Engineering, Construction, and Maintenance. Please see Exhibit C. Contractor must not fill out any of the security documents and submit via their bid documents.

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**D. TOOLS**

- 1) Contractor must comply with all Division of Corrections and Rehabilitation Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the workday, checking all tools being removed from the Facility at the end of the workday, keeping all tools locked up while not in use, and reporting any missing tools.

**E. CODE REQUIREMENTS**

- 1) All work must comply with the most recent codes and standards that have been adopted by the State of West Virginia.
- 2) All work must meet or exceed the federal, state, county, and city code requirements.
- 3) Building Codes: At a minimum, the Equipment and Systems Maintenance and Repairs shall comply with the current editions of the following standards and codes in effect at the time of performance:
  - a) National Electric Code (NEC)
  - b) International Building Code (IBC)
  - c) International Mechanical Code (IMC)
  - d) Underwriters Laboratories: Products shall be UL-916-PAZX listed.
  - e) ANSI/ASHRAE Standard 135-2004 (BACnet)
  - f) ANSI/EIA/CEA-709.1 (LonTalk)
  - g) NFPA (National Fire Protection Association)

**F. PRODUCT DELIVERY, STORAGE, AND HANDLING**

- 1) Material can be shipped directly to the Facility if it does not require to be unloaded by the Facility.

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- 2) The DCR facility will not be held accountable for any material orders shipped directly to the facility. The 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 the Contractor's responsibility to secure all their tools and materials.
- 5) If the 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 the Contractor's expense.

**G. DAMAGES**

- 1) Any damages occurring to the building or property resulting from the Contractor's performance of this work shall be the responsibility of the Contractor to repair at the 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) The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible 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 Contractor to dispose of unless otherwise noted.

**I. SAFETY**

- 1) The 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 the 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.



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- c) Contractor will be responsible for controlling cards and keys and will pay a replacement fee if the cards or keys become lost or stolen.
- d) Contractor shall notify the 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 the 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 the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the 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 the 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

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to complete the Pricing Page in its entirety will result in Contractor's bid being disqualified.

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.

- 2) The Contractor must write or insert their bid info into the Pricing Page neatly and readable. If the Contractor wants the Excel file to input their information on the Pricing Page, they must submit the request to the DCR Director of Engineering, Construction, and Maintenance via email.
- 3) Notwithstanding the foregoing, the Division of Corrections and Rehabilitation / Division of Administrative Services may correct errors, as it deems appropriate. Contractor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**C. Travel:**

- 1) The Contractor shall be responsible for all mileage, vehicle fees, and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency. The Contractor's billable time will not start until signed-in at the facility. The Contractor's billable time will stop once signed-out at the facility. The facility will not pay for travel time to the facility location.
- D. The basis of award will be issued to the lowest bidder on the total sum of the "Overall Cost of Exhibits D" meeting specifications. The "Overall Cost" is determined by adding "Subtotal A, Subtotal B, and Subtotal C."

**1.10 PROPRIETARY WORK:**

- A. For any proprietary work on any of the equipment and systems in this contract, the Contractor must contact the proprietary Contractor and have them do what proprietary work that needs to be done. The Contractor will submit the proprietary Contractor's invoice with their invoice as a pass-through service, no percentage markup. The Agency will pay the Contractor for the proprietary Contractor's work. The Contractor will pay the proprietary Contractor's invoice.



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**1.11 ORDERING:**

**A. Preventive maintenance ordering:**

- 1) After award of this Contract Agency and Contractor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.

**B. Corrective maintenance ordering:**

- 1) The 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 the Contractor's quote is satisfactory to the Agency, then the Agency will issue a release order allowing the 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 the Contractor shall be considered authorization to begin work. If the 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.

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Tygart Valley Regional Jail and Correctional Facility

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**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 Corrective Maintenance was performed. The Contractor shall submit a copy of this log to the Agency upon the Agency's request.

**C. Quarterly and annual reports:**

- 1) Contractor shall provide quarterly reports and annual summaries to the Agency when requested, with a detailed listing of Equipment and Systems Maintenance and Repairs performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or may request.

**1.13 CONTRACT VALUE LIMIT:**

- A. 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.
- B. Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000.00 will not be permitted.

**1.14 CONSUMER PRICE INDEX (CPI):**

- A. Thirty (30) days prior to the contract anniversary date, the Contractor may request a price adjustment. Said price adjustment will be considered based on the prior year Consumer Price Index (CPI) compared to the current year CPI, or 3%, whichever is less. Agency must approve all price adjustments prior to implementation.

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**1.15 CONTRACTOR DEFAULT:**

- A. The following shall be considered a Contractor default under this Contract.
- 1) Failure to perform Contract Services in accordance with the requirements contained herein.
  - 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:** Craig Wilson  
**Telephone Number:** 304-246-0549  
**Fax Number:** 304-246-8900  
**Email Address:** c.wilson@castotech.com

**END OF SPECIFICATIONS**

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EXHIBIT A – EQUIPMENT AND SYSTEMS LIST

EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT	1	EXHIBIT A
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**EXHIBIT A**

**TYGART VALLEY REGIONAL JAIL AND CORRECTIONAL FACILITY**

**ARFQ 0608 DCR240000050 - EQUIPMENT AND SYSTEMS SUMMARY PAGE**

<b>MANUFACTURE</b>	<b>MODEL NUMBERS</b>	<b>SERIAL NUMBERS</b>	<b>UNIT NUMBERS</b>
ROOFTOP UNITS			
TRANE	MCCB006UAOC0UB	K03K53932A	AHU 1A
TRANE	MCCB006UAOC0UA	K03K50822A	AHU 2A
TRANE	MCCB006UA0C0UA	K03153932A	AHU 3A
TRANE	MCCB006UA0C0UB	K03K53945A	AHU4A
TRANE	MCCB006UAOC0UB	K04B25341	AHU 1B
TRANE	MCCB006UAOC0UA	K04B25334	AHU 2B
TRANE	MCCB006UAOC0UB	K04B25368	AHU 3B
TRANE	MCCB006UAOC0UB	K04B25374	AHU4B
TRANE	MCCB006UAOC0UB	K04B25355	AHU 1C
TRANE	MCCB006UAOC0UA	K04B25327	AHU 2C
TRANE	MCCB006UAOC0UB	K04B25362	AHU 3C
TRANE	MCCB006UAOC0UA	K04B25380	AHU 4C
TRANE	YCD210C3HAEA	342100220D	ACU 1A
TRANE	YFD210C3HAEA	342100265D	ACU 2A
TRANE	YSC036A3EMA10C1B	341101391L	ACU 3A
TRANE	YCD210C3HAEA	423101261D	ACU 1B
TRANE	YCD210C3HABA	423101286D	ACU 2B
TRANE	YSC036A3EMA1B1C1B1A	422102396L	ACU 3B
TRANE	YCD210C3HAEA	423101303D	ACU 1C
TRANE	YCD210C3HABA	423101300B	ACU 2C
TRANE	YSC036A3EMA 1B1C1B1A	422102263L	ACU 3C
TRANE	YCC018F110B1	3462YGS2H	ACU 1D
TRANE	YSC120A3EMA19COB1A	349101450L	ACU 2D
TRANE	YSC090A3ELAIACOB1A	349100123L	ACU 3D
TRANE	YSC092A3ELAI5COB1A	349100140L	ACU 4D
TRANE	YCD180B3LAHB	349100815D	ACU 5D

MANUFACTURE	MODEL NUMBERS	SERIAL NUMBERS	UNIT NUMBERS
TRANE	YSC048A3EMA16C2B1A	402100960L	ACU 6D
TRANE	YSC120A3EMA19COB	349101381L	ACU 1B
TRANE	YSC120A3EMA19COB	349101434L	ACU 2B
TRANE	YSC072A3EMA15C1B1A	402100998L	ACU 3E
TRANE	YCD210C3HAFEA	349100823D	ACU 4E
TRANE	YSC120A3EMA19COB1A	349100748L	ACU 5E
TRANE	CM3AA918D12AMVIGN600G-BD	T-0911	HOOD
TRANE	GRAA60PDBFON1JR105ED	F03L10928	HVID
TRANE	PVMZS15	46552	HXIE
SMOKE EXHAUST FANS			
COOK	240 SUBH 24 SUBH	120S769734-01/0000709	SEF-1C
COOK	240 SUBH 24 SUBH	120S769734-01/0000710	SEF-2C
COOK	240 SUBH 24 SUBH	120S769734-01/0000711	SEF-3C
COOK	240 SUBH 24 SUBH	120S769734-01/0000712	SEF-4C
COOK	240 SUBH 24 SUBH	120S769734-01/0000705	SEF-1B
COOK	240 SUBH 24 SUBH	120S769734-01/0000706	SEF-2B
COOK	240 SUBH 24 SUBH	120S769734-01/0000707	SEF-3B
COOK	240 SUBH 24 SUBH	120S769734-01/0000708	SEF-4B
COOK	240 SUBH 24 SUBH	120S769734-01/0000701	SEF-1A
COOK	240 SUBH 24 SUBH	120S769734-01/0000702	SEF-2A
COOK	240 SUBH 24 SUBH	120S769734-01/0000703	SEF-3A
COOK	240 SUBH 24 SUBH	120S769734-01/0000704	SEF-4A
COOK	240 SUBH 24 SUBH	120S769734-01/0002601	SEF-1D
BOILERS			
BRYAN	R6-G-03	AR451637	A-POD
BRYAN	R6-G-03	AR451998	B-POD
BRYAN	R6-G-03	AR451999	C-POD
HOT WATER HEATERS			
PVI	750 P 300 L-TP	F022546	CENTRAL LAUNDRY
PVI	750 P 300 L-TP	F022545	CENTRAL LAUNDRY
PVI	250L 215A TPL	F022547	1A-POD
PVI	250L 215A TPL	F022547	2A-POD

MANUFACTURE	MODEL NUMBERS	SERIAL NUMBERS	UNIT NUMBERS
PVI	250L 215A TPL	F022549	1B-POD
PVI	250L 215A TPL	F022548	2B-POD
PVI	250L 215A TPL	F024099	1C-POD
PVI	250L 215A TPL	F024097	2C-POD
LOCHINVAR	CGN120070118	1535M001116	GARAGE
LOCHINVAR	CGN120070118	1926115413337	DATA ROOM
LOCHINVAR	ETX040KD110	200211776597	ADMIN RESTROOM
RHEEM	81VPZS	RH1104301369	GYM
LOCHINVAR	ETA040KK	ZK3869877	GYM
LOCHINVAR	ETA040KK	ZK3869884	A-ROVER ROOM
LOCHINVAR	ETA040KK	ZK3869891	B-ROVER ROOM
LOCHINVAR	ETA040KK	ZK3869904	C-ROVER ROOM
HOT WATER CONTROLS			
Acorn	SFMV Thermostatic mixing valve		VARIOUS LOCATIONS
BUILDING AUTOMATION CONTROLS SYSTEMS	SCHNEIDER	ANDOVER CONTINUUM !2200	CENTRAL CONTROL

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EXHIBIT B – REQUIRED PREVENTATIVE MAINTENANCE WORK SCOPE

EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT	1	EXHIBIT B
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**ROOFTOP HVAC UNITS:**

1. Inspect units for proper refrigerant levels. Add additional refrigerant if required.
2. Inspect, clean coils, and cabinets.
3. Inspect fans on bases for restricted drain openings. Remove any obstructions as necessary.
4. Inspect compressor and associated tubing for damages. Replace as needed.
5. Inspect fans motors and fan blades for wear and damage. Replace as needed.
6. Inspect control box associated controls, accessories, wiring, and connections for wear. Repair as necessary.
7. Inspect blower assembly.
8. Inspect combustion blower housing. Clean as necessary.
9. Inspect burner assembly. Clean and adjust.
10. Inspect heat exchanger or heating elements. Replace as necessary.
11. Inspect flue system. Proper attachment, dislocated sections, or any signs wear or damage. Repair as necessary.
12. Inspect system startup for any abnormal noises or unusual odors. Repair as necessary.
13. Inspect systems high and low side system pressure. Repair as necessary
14. Inspect gas furnace system for manifold gas pressure and adjust as needed.
15. Inspect systems for correct line and load voltage and amperage.
16. Inspect all belts and shelves. Replace as necessary.
17. Inspect all bearings and shaft. Lube as needed.

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**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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**HIGH LOW WATER MANIFOLD SYSTEMS AND MIXING VALVES:**

1. Inspect all plumbing and fixtures for leaks and proper flow.
2. Inspect temperatures. Set to manufactures specifications.
3. Inspect controls knobs or levers working properly.

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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.

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**BOILERS:**

1. Inspect water levels. Check all plumbing for leaks. Replace or repair as needed.
2. Inspect flush unit. Clean and add proper chemicals.
3. Inspect all gages to make sure they are working properly. Place as necessary.
4. Inspect pressures. Adjust to manufactures specifications.
5. Inspect gas line pipes for leaks. Replace or repair if necessary.
6. Inspect all shutoff valves for proper flow and opening/closing.
7. Inspect temperature for improper designed range.
8. Inspect vent termination for any obstruction or blockage.
9. Inspect combustion air for blockage. Adjust as necessary.
10. Inspect relief valves for proper manufacture settings.
11. Inspect burner flame. Check if looks different and adjust gas flow to proper settings.
12. Inspect low water cutoff switch and make sure working properly.
13. Inspect heat exchanger. Clean or replace as needed.
14. Inspect ignitors. Replace or adjust as needed.
15. Inspect burner assembly. Clean or replace as needed.
16. Inspect all controls. Check and set to manufactures specifications.

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EXHIBIT C – SECURITY DOCUMENTS

EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT	1	EXHIBIT C
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**STATE OF WEST VIRGINIA**  
**DEPARTMENT OF HOMELAND SECURITY**  
**DIVISION OF CORRECTIONS**  
**AND REHABILITATION**



**WILLIAM K. MARSHALL, III**  
**COMMISSIONER**

**MARK A. SORSAIA**  
**CABINET SECRETARY**

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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: January 19, 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**  
**COMMISSIONER**

**MARK A. SORSALA**  
**CABINET SECRETARY**

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Office of the Commissioner  
 1409 Greencbrier 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: \_\_\_\_\_



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



**WILLIAM K. MARSHALL, III**  
**COMMISSIONER**

**MARK A. SORSALA**  
**CABINET SECRETARY**

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

**NCIC SECURITY BACKGROUND CHECK INFORMATION**

Date: \_\_\_\_\_ Reason for Request: \_\_\_\_\_

Name: \_\_\_\_\_  
 Last First Full Middle

Maiden Name: (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Place of Birth: \_\_\_\_\_ City State

Country of Citizenship: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Gender: Male \_\_\_\_\_ Female \_\_\_\_\_ Driver's License Number \_\_\_\_\_

Race: \_\_\_\_\_ Height: \_\_\_\_\_ Eye Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_

*I agree to allow the Division of Corrections and Rehabilitation to conduct a criminal background check. I allow the Division of Corrections and Rehabilitation and its employees of any and all liabilities and damages that may result for me as a result of the investigation. I agree to abide by all rules and regulations of the institution.*

\_\_\_\_\_  
 Signature Date



**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 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, interns and others 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 OCR facilities. A criminal background check will be completed prior to being hired or gaining access to a OCR facility.

Printed Name & Signature

Date

Printed Name & Signature of Witness

Date

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TYGART VALLEY REGIONAL JAIL AND CORRECTIONAL FACILITY

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EXHIBIT D – PRICING PAGE

EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT	1	EXHIBIT D
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TYGART VALLEY REGIONAL JAIL AND CORRECTIONAL FACILITY

ARFQ 0608 DCR240000050 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Preventative Maintenance	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				
Equipment and Systems	Biannual	2	3948	7896

Subtotal A: 7896

Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours *	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount
Regular Labor Rate	Hour	100	100	10,000
Overtime Labor Rate	Hour	16	130	2080
Holiday Labor Rate	Hour	8	100	800
Emergency Labor Rate	Hour	8	60	480

Subtotal B: 13,360

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 %	1500

Subtotal C: 1500

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

**Bidder/Vendor Information:**

Name: Casto Technical Services

Address: 610 Lead Sullivan Way  
Charleston, WV 25301

Phone No.: 304-346-0549

Fax No.: 304-346-8920

Email Address: cdwalsh@castotech.com

Authorized Signature: [Signature]

NOTES:

\* Quantities are estimated for bid evaluation purposes only

\*\* Estimated cost for bid evaluation purposes only.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Casto Technical Services, Inc.  
of Charleston, WV, as Principal, and Western Surety Company  
of Chicago, IL, a corporation organized and existing under the laws of the State of  
SD with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Tygart Valley Regional Jail and Correctional Facility-Equipment and Systems Maintenance and Repairs Contract  
ARFQ 0608 DCR24000000050 - According to Plans and Specifications

**NOW THEREFORE,**

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 25th day of October, 2023.

Principal Seal

Casto Technical Services, Inc.  
(Name of Principal)

By Timothy Sweeney  
(Must be President, Vice President, or  
Duly Authorized Agent)

GENERIC MANAGER  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)

By: Kimberly J. Wilkinson  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

**IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Jeremy B Stanley, Terri L Dodrill, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2022.



WESTERN SURETY COMPANY

*Paul T. Bruflatt*

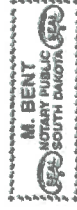
Paul T. Bruflatt, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of October, 2022, before me personally came Paul T. Bruflatt, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of October, 2023



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary