



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1445053		Reason for Modification:	
Doc Description: Replacement of Fire Alarm System Project		Addendum No. 2:	
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-04	2024-08-21 10:30	ARFQ 0608 DCR2400000130	3

BID RECEIVING LOCATION

VENDOR		
Vendor Customer Code:		
Vendor Name: PROGRESSIVE ELECTRIC, INC.		
Address: PO Box 3675		
Street:		
City: CHARLESTON		
State: WV	Country: USA	Zip: 25336
Principal Contact: DUANE SHURROW		
Vendor Contact Phone: 304-345-1253	Extension:	

FOR INFORMATION CONTACT THE BUYER Philip K Farley (304) 549-1050 philip.k.farley@wv.gov

Vendor Signature X 	FEIN# 550585404	DATE 8/2/2024
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Replacement of Fire Alarm System Project

INVOICE TO		SHIP TO	
DIVISION OF CORRECTIONS - CENTRAL OFFICE 1124 SMITH STREET SECOND FLOOR CHARLESTON WV US		MT OLIVE CORRECTIONAL CENTER ONE MOUNTAINSIDE WAY MT OLIVE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Bid Amount		<i>SEE EXHIBIT F PRICING PAGE</i>		

Comm Code	Manufacturer	Specification	Model #
46191505			

Extended Description:
Replacement of Fire Alarm System Project

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2024-07-10
8	Deadline for Question Due is 2:00 PM E..S.T	2024-07-24
9	Bid Due By 10:30 AM E.S.T.	2024-08-21

	Document Phase	Document Description	Page 3
DCR2400000130	Final	Replacement of Fire Alarm System Project	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Project Plans Manual

**WEST VIRGINIA
DIVISION OF CORRECTIONS
AND REHABILITATION**

**MOUNT OLIVE CORRECTIONAL
COMPLEX AND JAIL**

**REPLACEMENT OF FIRE ALARM
SYSTEM PROJECT**

**One Mountainside Way
Mount Olive, WV 25185**

JUNE 1, 2024

**WEST VIRGINIA
DIVISION OF
CORRECTIONS
AND
REHABILITATION**

1409 Greenbrier Street
Charleston, WV 25311
Phone: (304) 558-2036

**PROJECT PLANS
MANUAL**

**CONSTRUCTION
DOCUMENTS**

**WEST VIRGINIA DIVISION OF CORRECTIONS AND
REHABILITATION**

**MOUNT OLIVE CORRECTIONAL COMPLEX AND JAIL
ONE MOUNTAINSIDE WAY
MOUNT OLIVE, WV 25185**

REPLACEMENT OF FIRE ALARM SYSTEM PROJECT

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WEST VIRGINIA DIVISION OF CORRECTIONS AND REHABILITATION

**MOUNT OLIVE CORRECTIONAL COMPLEX AND JAIL
ONE MOUNTAINSIDE WAY
MOUNT OLIVE, WV 25185**

REPLACEMENT OF FIRE ALARM SYSTEM PROJECT

PROJECT DIRECTORY

OWNER: West Virginia Division of Corrections and Rehabilitation
1409 Greenbrier Street
Charleston, WV 25311

PROJECT LOCATION: Mount Olive Correctional Complex and Jail
One Mountainside Way
Mount Olive, WV 25185

ARCHITECT/ENGINEER: West Virginia Division of Corrections and Rehabilitation
Philip Farley
Director of Engineering, Construction, and Maintenance
1409 Greenbrier Street
Charleston, WV 25311
Office: (304) 558-2036
Cell: (304) 549-1050

END OF PROJECT DIRECTORY

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:

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

Mount Olive Correctional Complex and Jail
1 Mountainside Way, Mount Olive, WV 25185

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

Date: July 10, 2024

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

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

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

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

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

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

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

Question Submission Deadline:

Submit Questions to: 2:00 PM E.S.T. on July 17, 2024

1124 Smith Street, Suite 2100

Charleston, WV 25301

Fax: (304) 957-7622

Email: Philip.K.Farley@wv.gov (Email is the preferred method.)

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Division of Corrections and Rehabilitation is binding.
- 6. BID SUBMISSION:** All bids must be submitted 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 the 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, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus ____ convenience copies of each to the Division of Corrections and Rehabilitation at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Division of Administrative Services
1124 Smith Street, Suite 2100
Charleston, WV 25301
Fax: 304-957-7622

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

SEALED BID: Mount Olive Correctional Complex and Jail, Replacement of Fire Alarm System Project

VENDOR NAME:

BUYER: Philip Farley

SOLICITATION NO.: ARFQ 0608 DCR2400000130

BID SUBMISSION DEADLINE TIME AND DATE: 10:30 AM E.S.T. on July 24, 2024

FAX NUMBER: 304-957-7622

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

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

Bid Opening Date and Time: 11:00 AM E.S.T. on July 24, 2024

Bid Opening Location:

Division of Administrative Services
1124 Smith Steet, Suite 2100
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 the 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 the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”
19. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”
20. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code § 5-22-1 et seq., and § 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Terms will be for a period of _____. 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 the Vendor, with approval of the Division of Corrections and Rehabilitation and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Division of Corrections and Rehabilitation thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to ___ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Division of Corrections and Rehabilitation, and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 550 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, the 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 the Vendor, Agency, Division of Corrections and Rehabilitation, and Attorney General's office (Attorney General approval is as to form only).

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: Contract Term specified in _____.

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

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

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

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

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

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

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

6. **EMERGENCY PURCHASES:** The Division of Corrections and Rehabilitation may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an

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 the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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 cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, 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 the 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 the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Division of Corrections and Rehabilitation may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
20. **TIME:** Time is of the essence 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 the Vendor, with approval of the Division of Corrections and Rehabilitation, and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Division of Corrections and Rehabilitation, and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
25. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
26. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Division of Corrections and Rehabilitation such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
27. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Division of Corrections and Rehabilitation, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
28. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements.
- 30A. CONFIDENTIALITY POLICIES AND INFORMATION SECURITY**
ACCOUNTABILITY: The Vendor agrees to adhere to the Confidentiality Policies and Information Accountability Requirements set forth in the link below. At the Agencies sole discretion, the Agency can require the Vendor and its employees to execute the confidentiality agreement. <http://www.state.wv.us/admin/purchase/privacy/default.html>
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors

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

33. **ANTITRUST:** In submitting a bid to, sign a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the Division of Corrections and Rehabilitation tenders the initial payment to Vendor.
34. **VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

36. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
37. **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, 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 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, the vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

43. **PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

44. **REQUIREMENTS PER W. VA. CODE § 15A-3-14:** The commissioner, or division, shall not award a contract or renew a contract to any vendor or prospective vendor when the vendor or prospective vendor, or a related party to the vendor or prospective vendor, is a debtor and:

- 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 the 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, the 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 the vendor is not licensed when licensure is required by the law of this state, or the 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 the vendor that demonstrates a wanton indifference to the interests of the public and that caused, or that had a substantial likelihood of causing, serious harm to the public.

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

- a. "Debt" means any assessment, premium, penalty, fine, tax, or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, amounts owed to the Workers' Compensation Fund as defined in §23-2C-1 *et seq.* of this code, penalty, or other assessment or surcharge presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;
- b. "Debtor" means any individual, corporation, partnership, association, limited liability company, or any other form of business association owing a debt to the state or any of its political subdivisions, and includes any person or entity that is in employer default;
- c. "Employer default" means having an outstanding balance or liability to the Old Fund or to the Uninsured Employers' Fund or being in policy default, as defined in §23-2C-2 of this code, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance

Commissioner and remains in compliance with the obligations under the repayment agreement;

- d. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function and whose jurisdiction is coextensive with one or more counties or municipalities; and
- 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 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.

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 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.

The division may disqualify a vendor if award to the 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 the vendor, prospective vendor, or a related party to the 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)
 - c. LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Division of Corrections and Rehabilitation prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
 - d. MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Division of Corrections and Rehabilitation prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

- 3. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Division of Corrections and Rehabilitation shall promptly request by telephone and electronic mail that the low bidder and

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. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

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

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

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

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

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

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 the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.
- c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: PROGRESSIVE ELECTRIC INC

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.


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.

 VICE PRESIDENT
(Name, Title)
DUANE SHUROW, VICE PRESIDENT
(Printed Name and Title)
PO BOX 3695 CHARLSTON, WV 25336
(Address)
304-345-1253 / 304-345-1256
(Phone Number) / (Fax Number)
DSHUROW@WEWIREV.COM
(Email address)

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

PROGRESSIVE ELECTRIC, INC
(Company)
 VICE PRESIDENT
(Authorized Signature) (Representative Name, Title)
DUANE SHUROW, VICE PRESIDENT
(Printed Name and Title of Authorized Representative) (Date)
8/21/2024
(Date)
304-345-1253 / 304-345-1256
(Phone Number) (Fax Number)
DSHUROW@WEWIREV.COM
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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


Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Progressive Electric, Inc
Company


Authorized Signature

8/21/24
Date

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



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

I, DUANE SHURON, after being first duly sworn, depose and state as follows:

- 1. I am an employee of PROGRESSIVE ELECTRIC, INC; and,
(Company Name)
- 2. I do hereby attest that PROGRESSIVE ELECTRIC, INC.
(Company Name)

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

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

Printed Name: DUANE SHURON

Signature: [Handwritten Signature]

Title: VICE PRESIDENT

Company Name: PROGRESSIVE ELECTRIC, INC.

Date: 8/21/2024

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 21 day of August, 2024.

By Commission expires January 25, 2029

(Seal)

[Handwritten Signature: Sarah J. Murphy]
(Notary Public)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That ~~we, the~~ undersigned, Progressive Electric, Inc.
of Charleston, WV, as Principal, and Nationwide Mutual Insurance Company
of Columbus, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Columbus, 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
Mt. Olive Correctional Facility Replacement of Fire Alarm System, Fayette Co.

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 24th day of August, 2024.

Principal Seal

Progressive Electric, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)



Nationwide Mutual Insurance Company
(Name of Surety)
By: [Signature]
Kimberly L. Miles, Licensed 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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANDREW K TEETER, DOUGLAS P TAYLOR, KIMBERLY L MILES, TAMMY SELBE

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company:

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary, provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Heilo, Notary Public, State of New York, No. 02015025660, Qualified in Westchester County, Commission Expires September 18, 2021.

[Signature of Suzanne C. Heilo]

Suzanne C. Heilo, Notary Public, State of New York, Commission Expires September 18, 2021.

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of August, 2024.

[Signature of Laura B. Guy]

Laura B. Guy, Assistant Secretary

ARFQ 0608 DCR2400000130
REQUEST FOR QUOTATION
REPLACEMENT OF FIRE ALARM SYSTEM PROJECT
MOUNT OLIVE CORRECTIONAL COMPLEX AND JAIL

The West Virginia Division of Corrections and Rehabilitation (DCR) is soliciting bids on behalf of Mount Olive Correctional Complex and Jail (MOCC&J), to establish a contract for a lump sum amount to replace the existing fire alarm system with new. The facility is located at 1 Mountainside Way, Mount Olive, WV 25185 and is in Fayette County.

Contractors quoting this project **SHALL** comply with the below Specifications:

PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

A. At Mount Olive Correctional Complex and Jail there is an existing fire alarm system that the contractor must remove the existing and install new fire alarm system throughout the facility. There are multiple buildings at the facility. The contractor must design and install an electronically supervised fire alarm system in compliance with the State Fire Code (87-1) and all other related codes of the State of West Virginia. Please see below list of areas and building square footages:

1. Buildings A, B, E and F: 125,266 square feet
 - a. Building A, first floor: Transportation/Intake/Classifications
 - b. Building A and B second floor: Visitor Circulation, Visitor Entrance
 - c. Building A and B, third floor: Administration/Staff Support
 - d. Building A, fourth floor: Visitor circulation
 - e. Building E, second floor: Warehouse
 - f. Building E, third floor: Medical
 - g. Building E, fourth floor: Mental Health
 - h. Building F, second floor: Food service
2. Building C, Quilliams I and II: 69,882 square feet

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- a. Building C, first floor: Quilliams I
 - b. Building C, second floor: Quilliams I
 - c. Building C, third floor: Quilliams II
 - d. Building C, fourth floor: Quilliams II
3. Building G, Correctional Education/Correctional Industries: 57,000 square feet
 4. Building H, Education/Library/Laundry/Commissary: 17,623 square feet
 5. Building I, Recreation/Chapel: 15,579 square feet
 6. Building J, Stuart Hall: 23,419 square feet
 7. Building K, Paugh Hall: 23,419 square feet
 8. Building L, Birch Hall: 12,354 square feet
 9. Building M, Elm Hall: 23,419 square feet
 10. Building N, Oak Hall: 23,419 square feet
 11. Building O, Pine Hall: 23,419 square feet
 12. Building PR, Slayton Work Camp: 54,555 square feet
 13. Building Q, Maintenance Shop: 6,000 square feet
 14. Training Building: 3,750 square feet
 15. Post Office Building: 1,352 square feet
 16. Wellness Building: 2,240 square feet
 17. K9 Building: 2,633 square feet
 18. Security Audit Building: 1,170 square feet
 19. Main Entrance Guard Gate Building: 235 square feet

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20: Power Switch House Building: 1,152 square feet

B. Locations of Existing Fire Alarm Panels and Annunciator Panels:

1. Building A, Central Control 2, first floor:

a. There is a fire alarm panel, FAPIC, located on the wall in room A100.

2. Building A, Central Control 1, third floor:

a. There is a fire alarm panel located, FAPCC, on the wall in room A300. Please note that this is the main fire alarm panel for the facility.

3. Building B, Visitation, second floor:

a. There is a fire alarm panel, FAP-V, located on the wall in room B210.

4. Building C, Quilliams 1, first floor:

a. There is a fire alarm annunciator panel located on the countertop in room 1C100.

5. Building C, Quilliams 2, third floor:

a. There is a fire alarm annunciator panel located on the countertop in room 3C100.

6. Building E, Infirmary, third floor:

a. There is a fire alarm panel, FAP-DH located on the wall in room E360.

7. Building E, Mental Health, fourth floor:

a. There is a fire alarm panel, FAP-MH, located on the wall in room E452.

8. Building F, Kitchen, second floor:

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- a. There is a fire alarm panel, FAP-K, located on the wall in room F136.
9. Building G, Correctional Industries, first floor:
 - a. There is a fire alarm panel, FAPIN, located on the wall in room G213.
 10. Building H, Education, first floor:
 - a. There is a fire alarm panel, FAP-H, located on the wall in room H161.
 11. Building I, Gymnasium, second floor:
 - a. There is a fire alarm panel, FAP-I, located on the wall in room I200.
 12. Building J, Stuart Hall, first floor:
 - a. There is a fire alarm panel, FAC-J, located on the wall in room J02.
 - b. There is a fire alarm annunciator panel located on the countertop in room J100A.
 - c. There is a fire alarm annunciator panel located on the countertop in room J200A.
 13. Building K, Paugh Hall, first floor:
 - a. There is a fire alarm panel, FAC-K, located on the wall in room K02.
 - b. There is a fire alarm annunciator panel located on the countertop in room K100A.
 - c. There is a fire alarm annunciator panel located on the countertop in room K200A.
 14. Building L, Birch Hall, first floor:

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- a. There is a fire alarm panel, FAC-L, located on the wall in room L02.
 - b. There is a fire alarm annunciator panel located on the countertop in room L100A.
15. Building M, Elm Hall, first floor:
- a. There is a fire alarm panel, FAC-M, located on the wall in room M02.
 - b. There is a fire alarm annunciator panel located on the countertop in room M100A.
 - c. There is a fire alarm annunciator panel located on the countertop in room M200A.
16. Building N, Oak Hall, first floor:
- a. There is a fire alarm panel, FAC-N, located on the wall in room N02.
 - b. There is a fire alarm annunciator panel located on the countertop in room N100A.
 - c. There is a fire alarm annunciator panel located on the countertop in room N200A.
17. Building O, Pine Hall, first floor:
- a. There is a fire alarm panel, FAC-O, located on the wall in room O02.
 - b. There is a fire alarm annunciator panel located on the countertop in room O100A.
 - c. There is a fire alarm annunciator panel located on the countertop in room O200A.
18. Building PR, first floor:

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- a. There is a fire alarm panel, FAP-P, located on the wall in room PR101.
19. Building Q, first floor:
- a. There is a fire alarm panel, FAP-Q, located on the wall in room Q116.
20. Switch house, first floor:
- a. There is a fire alarm panel, FACP, located on the wall in room 100.
21. Training building, first floor:
- a. There is a fire alarm panel, FACP, located on the wall in room W105.
- C. The following buildings do not currently have a fire alarm system and per the current code requirements may still not require one. It is the contractor's responsibility to determine if a fire alarm system is required or not:
- 1. Post Office Building
 - 2. Wellness Building
 - 3. K9 Building
 - 4. Security Audit Building
 - 5. Main Entrance Guard Gate Building:
- D. New Fire Alarm System:
- 1. Manufacture and Model:
 - a. Potter model IPA-4000 or equal, fire alarm panel.
 - b. Potter devices and equipment, or equal:
 - 1) PAD 300 Photo Smokes

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- 2) PAD 300 Heat Detectors
- 3) PAD 300 CO Detectors
- 4) PAD 300-6DB Detector Bases
- 5) PAD 100 Monitor Modules
- 6) PAD 100 Relays
- 7) PAD 300 Duct Detectors
- 8) PAD 100 Programmable Key Switches
- 9) P32-1T-LP-KL Institutional Pull Stations

2. System Information:

- a. The system must be able to be expandable analog/addressable releasing fire alarm system with a total system capacity of 4,064 addresses.
- b. Additional system capacity achieved via multi-point SLC modules.
- c. Must have 1,500 software zones.
- d. Must be NFPA 72 compliant smoke sensitivity test built in.
- e. System must operate as class 'A' or class 'B' for SLC, P-Link and NACs.
- f. The system must have ten (10A) amp power supply that is expandable to three hundred fifteen (315A) amps.
- g. Six (6) notification appliance circuits (NACs), regulated, rated at three (3A) amps each, expandable to 192.
- h. Four (4) input/output (I/O) Circuits for system flexibility rated at one (1A) amp each, ideal for manual release and abort.
- i. Must have strobe synchronization and system wide sync to all system equipment and devices.

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- j. Must have dedicated alarm, supervisory and trouble relays.
- k. Must keep history buffer of at minimum of four thousand (4,000) events.
- l. The cabinet must be able to house up to eighteen (18) AH batteries.
- m. Optional two-line DACT with UD-1000 that can report general, zone, or point information.
- n. Must have a built-in IP communicator.
- o. Must have an ethernet port for programming and network connectivity.
- p. Must be able to email system status, reports, and event information.
- q. UUKL listed for smoke control.
- r. Facility management software must be free and available to the end user.
- s. Main control panel enclosure must be composed of sixteen (16) gauge cold rolled steel with removable locked door with Lexan viewing window.
- t. Batteries:
 - 1) Standby current must be one hundred thirty (130mA) milliamps.
 - 2) Alarm current must be two hundred (200mA) milliamps.
 - 3) Ten (10A) amps power for NACs, I/O, and P-Link
 - 4) Three (3A) amps per NAC, regulated
 - 5) One (1A) amp per I/O circuit, regulated

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- 6) Battery charger range must be 8-55 Ah
 - 7) Battery charger voltage must be 27.3 VDC
 - 8) P-link maximum current of one (1A) amp
- u. Temperature and Humidity Range:
- 1) Thirty-two (32°) to one hundred-twenty (120°) degrees Fahrenheit (0°C to 49°C) with a maximum humidity of ninety-three (93%) percent non-condensing.
- u. Standards (must comply and meet the latest version adopted by the State of West Virginia):
- 1) NFPA 12, 12A, 13, 15, 16, 17, 17A, 70, 72, 101, 750, and 2001
 - 2) ANSI/UL 864 - Local (L), Remote Station (RS), Central Station (CS), Propriety (PPU), Auxiliary (AUX). Type of Service: Automatic (A), Manual (M), Water flow (WF) Sprinkler Supervisory (SS) Type of Signaling: Digital Alarm Communicator (DAC), March Time (March), Non-Coded (NC), Reverse Polarity (Rev Pol), Other Technologies (OT)
 - 3) International Building Codes: 2000, 2003, 2006, 2009, 2012, and must undated code that the state of West Virginia has adopted.
3. The fire alarm equipment and devices must be manufactured by the same manufacturer. The equipment and devices may include, but are not limited to, the following:
- a. Fire-alarm control unit.
 - b. Manual fire-alarm boxes.
 - c. System smoke detectors.
 - d. Carbon dioxide detectors.

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- e. Smoke/carbon dioxide combo detectors.
 - f. Air-sampling smoke detectors.
 - g. Non-system smoke detectors.
 - h. Heat detectors.
 - i. Notification appliances.
 - j. Device guards.
 - k. Firefighters' two-way telephone communication service.
 - l. Firefighters' smoke-control station.
 - m. Magnetic door holders.
 - n. Remote annunciator.
 - o. Graphic annunciator.
 - p. Addressable interface device.
 - q. Digital alarm communicator transmitter.
 - r. Radio alarm transmitter.
 - s. Network communications.
 - t. System printer.
4. The fire alarm system be connected to all delay egress locking systems.
5. The fire alarm control panel (FACP) and associated field devices shall be manufactured or supplied 100% by a single U.S. manufacturer that is ISO 9001 certified.
6. The FACP and associated field devices system shall comply with the following Underwriters Laboratories Inc. (UL) USA listing standards as applicable.

ARFQ 0608 DCR240000130
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- a. No. 38 Manually Actuated Signaling Boxes
 - b. No. 50 Cabinets and Boxes
 - c. No. 864 Control Units for Fire Protective Signaling Systems
 - d. No. 268 Smoke Detectors for Fire Protective Signaling Systems
 - e. No. 268A Smoke Detectors for Duct Applications
 - f. No. 346 Waterflow Indicators for Fire Protective Signaling Systems
 - g. No. 464 Audible Signaling Appliances
 - h. No. 521 Heat Detectors for Fire Protective Signaling Systems
 - i. No. 1638 Private Mode Emergency and General Utility Signaling
 - j. No. 1971 Visual Notification Appliances
8. The FACP shall meet the requirements of UL ANSI 864 Ninth Edition. Systems listed to UL ANSI 864 Eighth Edition or earlier revisions are not acceptable.
9. The installation company shall employ one member of staff, NICET Level III fire alarm technician, to supervise the programming and testing of the system and to ensure the system's integrity. Using a consultant or third-party entity is not acceptable.
- E. Maintenance materials submittal:
- 1. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - a. Lamps for Remote Indicating Lamp Units: Quantity equal to ten (10) percent of amount installed, but no fewer than one unit.
 - b. Lamps for Strobe Units: Quantity equal to ten (10) percent of amount installed, but no fewer than one unit.

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- c. Smoke Detectors, Fire Detectors, and Flame Detectors: Quantity equal to ten (10) percent of amount of each type installed, but no fewer than one unit of each type.
 - d. Detector Bases: Quantity equal to two (2) percent of amount of each type installed, but no fewer than one unit of each type.
 - e. Keys and Tools: One extra set for access to locked or tamper-proof components.
 - f. Audible and Visual Notification Appliances: One (1) of each type installed.
 - g. Fuses: Two (2) of each type installed in the system. Provide a box or cabinet with compartments marked with fuse types and sizes.
 - h. Filters for Air-Sampling Detectors: Quantity equal to two (2) percent of amount of each type installed, but no fewer than one unit of each type.
 - i. Air-Sampling Fan: Quantity equal to one (1) for every five detectors, but no fewer than one unit of each type
- F. Nothing on the new fire alarm system can be proprietary. Proprietary systems will not be accepted. The contractor must sign and notarize an affidavit agreeing to the previously stated.
- G. The contractor must replace all equipment and devices with new ones.
- H. Annunciator panels must be added at current required locations that do not currently have nurse call stations, etc.
- I. The contractor can use existing conduit and wire at the facility if the wire is still good. The contractor is responsible for installing all new conduit and wire for any additional equipment and device that must be installed to meet the current code.
- J. All time delay egress doors must be connected to the new fire alarm system.
- K. The contractor must train the staff in how to do the programming.

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- L. The Contractor at no cost to the state shall provide training to faculty members on the basic systems operations for a minimum of four (4) hours. A training guide must be provided by the contractor.
- M. The manufacturer shall allow state employees to be factory certified if they pass all written and applications-based testing provided by the manufacturer.
- N. Contractor must do startup and commissioning of the new fire alarm system.
- O. Parts for the new fire alarm system must be available for a minimum of ten (10) years from the date of substantial completion. The contractor must sign and notarize an affidavit agreeing to the previously stated.
- P. Substantial completion will not be considered until the entirely new fire alarm system is installed and in operation.
- Q. The contractor will be required to take the general specifications, existing fire alarm system drawing (facilities that we have copies of), project plans, and architectural drawings of the existing buildings, do shop drawings for a complete fire alarm system for each of the above stated buildings, submit the drawings to the State Fire Marshal's office for approval, purchase all the materials, and install the complete system.
- R. The contractor is responsible for all costs from the State Fire Marshal's office for the review and approval of the new fire alarm system shop drawings. If the shop drawing for the new fire alarm system must be resubmitted for errors, the contractor is responsible for the additional cost if any. The contractor must include the previously stated cost in their bid.
- S. The contractor must provide all additional materials required to install a complete fire alarm system in each of the above-mentioned buildings.
- T. The building reference architectural drawings are in AutoCAD format and will be issued to the awarded contractor after the contract has been encumbered to do the shop drawings. Once the contractor has completed the design, gotten the drawings approved by the State Fire Marshal's office, and the system installed, the contractor must make any as-built changes to the fire alarm drawings in AutoCAD, the contractor must turn over the completed electronic format AutoCAD drawings to the Director of Engineering, Construction, and Maintenance or specified designee.

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U. The Contractor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Contractor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans Manual and Contract Drawings.

V. Exhibit A: Attachments:

1. Please see the attachments for pictures of the existing fire alarm panels and annunciator panels.
2. Please see Exhibit A, schedule of attachments, for a detailed list of attachments.

W. Exhibit B: Drawings:

1. Exhibit B1, architectural drawings for reference:
 - a. The drawings were designed as 24" x 30", size architectural D drawings.
 - b. Depiction of existing conditions are based on original drawings and visible observation where possible. Contractor to field verify existing conditions during the pre-bid meeting and notify the Director of Engineering, Construction, and Maintenance of any discrepancies or conditions which may affect new construction prior to performing any new work.
 - c. Please see Exhibit B1, schedule of drawings, architectural drawings for a detailed list of contract drawings for reference.
2. Exhibit B2, Security and Communications drawings, for reference only:
 - a. The drawings were designed as 30" x 42", size architectural E1 drawings.
 - b. Depiction of existing conditions are based on original drawings and visible observation where possible. Contractor to field verify existing conditions during the pre-bid meeting and notify the Director of Engineering, Construction, and Maintenance of any discrepancies or conditions which may affect new construction prior to performing any new work.

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- c. Please see Exhibit B2, schedule of drawings, Security and Communications drawings for a detailed list of contract drawings for reference.
- 3. Exhibit B3, Command Center (Training Building) drawings, for reference only:
 - a. The drawings were designed as 30" x 42", size architectural E1 drawings.
 - b. Depiction of existing conditions are based on original drawings and visible observation where possible. Contractor to field verify existing conditions during the pre-bid meeting and notify the Director of Engineering, Construction, and Maintenance of any discrepancies or conditions which may affect new construction prior to performing any new work.
 - c. Please see Exhibit B3, schedule of drawings, Command Center (Training Building) drawings for a detailed list of contract drawings for reference.
- 4. Exhibit B4, New Electrical Substation drawings, for reference only:
 - a. The drawings were designed as 30" x 42", size architectural E1 drawings.
 - b. Depiction of existing conditions are based on original drawings and visible observation where possible. Contractor to field verify existing conditions during the pre-bid meeting and notify the Director of Engineering, Construction, and Maintenance of any discrepancies or conditions which may affect new construction prior to performing any new work.
 - c. Depiction of existing conditions are based on original drawings and visible observation where possible. Contractor to field verify existing conditions during the pre-bid meeting and notify the Director of Engineering, Construction, and Maintenance of any discrepancies or conditions which may affect new construction prior to performing any new work.
 - d. See Exhibit B4, schedule of drawings, New Electrical Substation

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drawings for a detailed list of contract drawings for reference.

5. Please note that the contract drawings for reference will be in the ARFQ and will also be listed as separate file for convenience in Oasis.
 6. Please note that some of the buildings that were not part of the original construction and later construction, there are not drawings on, and the contractor must get the information at the pre-bid meeting for those buildings.
- W. Exhibit C: Fire alarm inspection report:
1. Attachment No. 1: Fire Alarm and Life Safety System Inspection Certificate, November 17, 2023

1.02 EXTENT OF WORK:

- A. Provide all labor, materials, supplies, tools, and equipment, to complete the work for the replacement of the existing fire alarm system with new as specified in specification section 1.01.

1.03 DEFINITIONS:

- A. The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions as defined below:
 1. "Construction Services" means replacement of the existing fire alarm system with new project.
 2. "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit F upon which Contractor must list its proposed price for the Construction Services.
 3. "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Corrections and Rehabilitation (DCR), and/or the West Virginia Division of Administrative Services (DAS).
 4. "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto, that

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provide detailed instructions on how the Construction Services are to be performed.

5. "NFPA 72: National Fire Alarm and Signaling Code" means the application, installation, location, performance, inspection, testing, and maintenance of the fire alarm systems, supervising station alarm systems, public emergency alarm reporting systems, fire warning equipment and emergency communications system (ECS), and their components.

1.04 QUALIFICATIONS

- A. Contractor, or Contractor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 1. The contractor's installer technicians must be factory trained, authorized to sell, and install what is being bid, with three (3) years' experience.
 2. At all times, the contractor shall ensure appropriately trained and qualified technicians complete the installation.
 3. Experience
 - a) Contractor, or Contractor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Contractor upon request, through knowledge or documentation of the Contractor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. The contractor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
 4. Certifications

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- a) Contractor shall ensure that all work performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to, the following:
 - 1) Electricians – West Virginia Electricians License
 - 2) Mechanical Contractor License
 - 3) Plumbing Contractor License
 - 4) West Virginia Contractors License
- 5. Building Codes
 - a) At a minimum, the project shall comply with the current editions of building standards and codes in effect at the time of performance. This includes but is not limited to the International Building Codes (IBC).

1.05 BIDDING AND CONTRACT AWARD:

- A. There is a bid form at the end of the specifications, which has the proper way this project is to be bid on. The contractor must use the bid form. Any product or service not on the agency provided pricing page will not be allowable. The State cannot accept alternate pricing pages. Failure to use Exhibit F - Pricing Page will lead to disqualification of contractor's bid.
- B. The contractor should complete the pricing page by entering a lump sum cost for the contract or project. The contractor shall include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The contractor should complete the pricing page in its entirety as failure to do so will result in the contractor's bids being disqualified. A no bid will result in the contractor's bid being disqualified.
- C. All bid pricing must be written in "WORDS AND NUMBERS." The basis of award will be issued to the lowest bidder on the "TOTAL BID AMOUNT" meeting specifications.
- D. The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

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1.06 PERFORMANCE

- A. Contractor shall perform the Construction Services in accordance with this document and the Project Plans.

1.07 SUBSTITUTIONS

- A. Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO CONTRACTORS SUBMITTING BIDS, Paragraph 4. Contractor Question Deadline. Contractors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

1.08 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. All work shall be completed within five hundred fifty (550) calendar days upon receipt of Notice to Proceed. The Notice to Proceed will be issued after the contract has been approved and encumbered.

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 check of any employee of contractor that will be working on-site on the project.
2. Contractors must submit for each individual that will be working on the jobsite the required information that is listed on the NCIC background check form. This will not be required for someone delivering items to the jobsite and then immediately leaving. Delivery drivers must stay with their vehicles.
3. All contractors and subcontractors that will be working on-site must fill out the security documents and submit them to the Director of

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Engineering, Construction, and Maintenance via fax, 304-957-7622.
Please see Exhibit D. Contractors must not fill out any security documents and submit via their bid documents.

- D. Tools:
1. The 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 all federal, state, county, and city code requirements.
- F. Submittals:
1. Product data:
 - a. Submit submittals on all new items that will be installed on this project.
 2. Field test reports:
 - a. Provide complete equipment testing, start-up and system commissioning reports.
 - b. Test reports must comply with all federal, state, and local testing and code requirements.
 3. Shop drawings:
 - a. Submit submittals on all required shop drawings.
- G. Product delivery, storage, and handling:
1. Material can be shipped directly to the DCR 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 DCR 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.

H. Work times:

1. The standard hours for this contract are listed below, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Contractor to additional compensation.
 - a. On-Site Work Hours: Limit work in the existing buildings to normal business working hours specified below:
 - 1) The standard hours of work for this Contract will be Monday thru Friday from 8:00 am until 4:00 pm.
 - 2) If the contractor wishes to work a different schedule other than what was previously stated, the DCR facility will work with the contractor. For example, the contractor works for four (4) days a week for a ten (10) hour shift each day.
 - 3) Contractor should not plan on working at the DCR facility on any holiday recognized by the State of West Virginia. This is due to the reduced number of DCR facility staff members that would be available to escort the contractor staff.
 - 4) State Holidays are:
 - New Year's Day (January 1)

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- Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - Juneteenth Day (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)
- b. All work done within the secure area, work times and coordinated areas, will be at the discretion of the DCR facility administration.
- c. If for any reason the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations or designee.
- I. Work sequence:
1. Schedule and execute work to coordinate with the facilities schedule.
- J. Use of the premises:
1. Before beginning work, the contractor must secure approval from the building owner's representative for the following:
- a. Areas permitted for personnel parking.
 - b. Access to the site.
 - c. Areas permitted for storage of materials and debris.
 - d. Areas permitted for the location of equipment and any other items needed to do the project.

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K. Existing conditions:

1. If discrepancies are discovered between the existing conditions and those noted in the specifications, immediately notify the owner's representative by phone, and solicit the manufacturer's approval prior to commencing the work.

L. Temporary facilities and controls:

1. Temporary Utilities:

- a. In certain areas of the facility, water and power for construction purposes, and lighting are available at the site and will be made available to the contractor if requested.
- b. Provide all hoses, valves, and connections for water from sources designated by the owner when made available.
- c. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

2. Temporary Sanitary Facilities:

- a. If the sanitary facilities are not available, the contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

3. Building Site:

- a. The contractor shall use reasonable care and responsibility to protect the building and site against damage. The contractor shall be responsible for the correction of any damage incurred because of the performance of the contract.
- b. The contractor shall remove all debris from the job site in a timely and legally acceptable manner to not detract from the aesthetics or the functions of the building.

4. Security:

- a. Obey the owner's requirements for personnel identification, inspection, and other security measures.

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M. Job site protection:

1. The contractor shall adequately protect the buildings, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The contractor shall repair or be responsible for costs to repair all property damaged during the project.
2. During the contractor's performance of the work, the Facility owner will continue to occupy the existing building and daily operations. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
3. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

N. 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.

O. 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.

P. 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

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environment for the facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.

2. The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

Q. Workmanship:

1. All work shall be of the highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

R. Quality assurance:

1. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.

S. Job conditions, cautions, and warnings:

1. Proceed with the installation of the project work only when weather conditions are appropriate.

T. Warranty:

1. Must provide a one (1) year warranty on the complete project including parts and labor from the date of substantial completion.
2. Must provide a five (5) year warranty on the complete project on all parts from the date of substantial completion.

U. Pay applications:

1. Ten (10%) percent retainage must be held back on each pay application until the project has been completed. The contractor can bill for fifty (50%) percent of the retainage that has been held back at substantial completion. The contractor can bill for the remainder of the retainage at final completion. This does not apply if the project is completed and there is only one pay application submitted.
2. Pay applications will be required to be submitted once a month. Contractor must submit one copy via email. The pay application must be signed with a signature in blue ink and must be notarized.

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V. Pre-construction meeting:

1. After the contract has been encumbered, there must be a pre-construction meeting at the facility prior to any on-site work starting.
2. Please see Exhibit E for typical pre-construction meeting agenda.
3. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, the Director of Engineering, Construction, and Maintenance, and their consultants; Contractor and its superintendent; subcontractors; suppliers; and other concerned parties must attend the conference.
4. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
5. Information that the contractor must bring to the pre-construction meeting:
 - a. CPM or project schedule.
 - b. Submittal log:
 - a. If prepared, submit submittals.
 - c. Submit completed security documents.
 - d. Pay application:
 - a. Submit sample pay application with project schedule of values.

W. Facilities access:

1. Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. If access cards and/or keys are required:
 - a. Please note that the contractor will not be issued access cards and/or keys for this project.
 - b. The contractor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - c. The contractor will be responsible for checking cards and keys and will pay a replacement fee if the cards or keys become lost or

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stolen.

- d. The 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. The contractor shall inform all staff of the Agency's security protocol and procedures.

X. Progress meetings:

- 1. Conduct progress meetings at weekly intervals, bi-weekly intervals, or as requested by the Director of Engineering, Construction, and Maintenance or designee.
- 2. Attendees: In addition to representatives of Owner and the Director of Engineering, Construction, and Maintenance, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
- 4. Minutes: The contractor will be responsible for conducting the meeting, will record and distribute the meeting minutes to each party present and to parties requiring information.

Y. Project closeout:

- 1. Conference:
 - a. Schedule and conduct a project closeout conference, at a time convenient to Owner and the Director of Engineering, Construction, and Maintenance, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.
 - b. Conduct the conference to review requirements and responsibilities related to Project closeout.

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- c. Attendees: Authorized representatives of Owner, the Director of Engineering, Construction, and Maintenance, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.

- 2. List of Incomplete Items (Punchlist)
 - a. Organization of List
 - 1) Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

- 3. Submittal of Project Warranties
 - a. Submit written warranties to the Director of Engineering, Construction, and Maintenance prior to the date certified for Substantial Completion. If the Director of Engineering, Construction, and Maintenance Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Director of Engineering, Construction, and Maintenance.

 - b. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Director of Engineering, Construction, and Maintenance, for approval prior to final execution.

 - c. Form of Submittal
 - 1) At Final Completion compile three (3) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence

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based on the table of contents of the Project Manual. The Project Manual must be in a three (3) ring binder.

- 2) Warranty Electronic File:
 - a) Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item.

4. Final Cleanup:
 - a. Contractor shall perform the final cleanup activities, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection.
 - b. Return the job site to its original condition upon completion of the work.

5. Final Inspection:
 - a. Contractor shall participate in a final inspection with the Director of Engineering, Construction, and Maintenance. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Owner's final acceptance of the work. Contractor shall always be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Contractor from its obligation to ensure that work complies with the Contract requirements. The contractor shall submit any warranty documents to the Agency project manager at final inspection.

6. Project Closeout Documents
 - a. Warranty documents:
 - 1) Contractor must submit three (3) hard copies. Each copy must be in a three (3) ring binder.
 - 2) Contractor must submit three (3) electronic in PDF format on USB drives.
 - b. Operations and Maintenance Manual (O & M):

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- 1) The contractor must submit three (3) hard copies. Each copy must be in a three (3) ring binder.
- 2) The contractor must submit three (3) electronic PDF format on USB drives.
- c. As-Built Drawings / Shop Drawings:
 - 1) The contractor must submit two (2) full-size hard copies.
 - 2) Contractor must submit three (3) electronic in PDF format on USB drives.
7. Spare parts:
 - a. The contractor must turn over the required spare parts that were previously mentioned.

1.09 MISCELLANEOUS

A. Contract Manager

1. 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.

Contract Manager: DUANE SHURLOW

Telephone Number: 304-345-1253

Fax Number: 304-345-1256

Email Address: DSHURLOW@WEWIRELL.COM

END OF SPECIFICATIONS

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MOUNT OLIVE CORRECTIONAL COMPLEX AND JAIL

EXHIBIT F – PRICING PAGE

Vendor's Company Name: PROGRESSIVE ELECTRIC, INC.

Vendor's Address: PO BOX 3695
CHARLESTON, WV 25336

Phone Number: 304-345-1253

Fax Number: 304-345-1256

Email Address: DSHURON@WEWIREV.COM

WV Contractor's License Number: WV000005

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL BID AMOUNT: TWO MILLION EIGHT HUNDRED THOUSAND
\$ ⁰⁰/₁₀₀ DOLLARS

(\$ 2,800,000.00)

(Total bid amount to be written in words and numbers.)

Authorized Signature: 



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV000005

CLASSIFICATION:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
CONCRETE
SPRINKLER AND FIRE PROTECTION
SPECIALTY
COMMUNICATION & SOUND
WATER WELL DRILLING

PROGRESSIVE ELECTRIC INC
DBA PROGRESSIVE ELECTRIC INC
PO BOX 3695
CHARLESTON, WV 25336

DATE ISSUED

SEPTEMBER 11, 2023

EXPIRATION DATE

SEPTEMBER 11, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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