



State of West Virginia  
Request For Quotation  
Construction

Procurement Folder : 416835

Document Description : Addendum No. 1 Pipestem SP McKæver Lodge Chiller Repair

Procurement Type : Agency Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No		Version	Phase
2018-02-06	2018-02-08 13:30:00	ARFQ 0310	DNR1800000032	2	Draft

BID RESPONSE

DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON  
US

WV 25303-1228

Vendor Name, Address and Telephone

Costo Technical Services  
610 Leon Sullivan Way  
Charleston, WV 25301  
304-946-0549

FOR INFORMATION CONTACT THE

Angela W Negley  
(304) 558-3397  
angela.w.negley@wv.gov

Signature X

FEIN # 550599186

DATE 2/8/18

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

**ADDITIONAL INFORMATION**

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	SUPERINTENDENT DIVISION OF TOURISM & PARKS PIPESTEM STATE PARK 3405 PIPESTEM DR PIPESTEM WV 25979-0150 US
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Heating and cooling and air conditioning HVAC construction a				\$115,699. <sup>10</sup>

Commodity Code	Manufacturer	Model #	Specification
72151200			

**Extended Description**

Replacement of the chiller at Pipestem McKeever Lodge and related work as more fully described in the specifications and the project manual.

**SCHEDULES**

Line	Event	Event Date
1	Non-Mandatory Pre-Bid 10:00 am	2018-01-31
2	Technical Question Submission Due 9:00 am	2018-02-02

DNR1800000032	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum No. 1 Pipestem SP McKeever Lodge Chiller Repair	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: ARFQ DNR18\*32**

**Addendum Number: No. 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor Questions and Agency Responses prepared by Miller Engineering, Inc.
2. Copy of non-mandatory pre-bid meeting sign-in sheet

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

**Terms and Conditions:**

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

# Attachment A



**Project Name:** Pipestem Lodge Chiller Repairs

**Date:** 2/5/2018

**Re:** Addendum #2

**QUESTIONS** – The following questions have been submitted:

1. Q: "The Oil lines will then be replaced with stainless steel hydraulic refrigeration tubing suitable for two (2) times the factory tested pressure of the machine." Are you referring to only the Oil Lines which have leaks, the Oil Lines which are bent, or All of the Oil Lines on the chiller?

A: All of the oil lines on the chiller. Tubing may not be brazed.

2. Q: "The contractor will then replace all the seals in a factory standard replacement seal kit, including the slide valve seals." York does not offer a Factory Seal Kit for the Oil Lines. They do offer a Shaft Seal Replacement Kit, however this was not mentioned in the RFQ. Was the intention to replace all of the seals and O-rings associated with the Oil Line Tubing? Did the customer want to replace the Compressor Shaft Seal?

A: Yes, all of the seals and O-Rings associated with the oil lines, also any sight glass or pressure control seals are to be replaced. Yes, the shaft seal is to be replaced.

3. Q: "The motor compressor coupling will be replaced and the shafts re-aligned using dial micrometers." Do you want the contractor to provide a New motor to compressor Coupling?

A: Yes, the replacement coupling is to be new.

### **Project Clarifications**

1. As indicated at the bid meeting, the intention of this repair is to first fully leak check the machine, including eddy current testing of the tubes and tube sheets, and motor testing, prior to the start of repair. The leak checking will occur WHILE the oil analysis is at the lab. The piping connecting the chiller is mostly rolled groove.

The official bid date and time remain unchanged.



All herein becomes part of the scope project documents and the scope of project work. Contractor is to acknowledge this as Addendum #2 on the Bid Form.

Respectfully submitted this 5<sup>th</sup> day of January 2018.

Craig Miller, PE

Cc: file

ARFQ 0310

Request for Quotations/Proposal No.

DNR 18<sup>th</sup> 32

WV DIVISION OF NATURAL RESOURCES

SIGN IN SHEET

PLEASE PRINT

Page 1 of 2

Date: 1/31/13

\*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DNR</u>	<u>324 47<sup>th</sup> Ave</u>	PHONE <u>304 558 2264</u>
Rep: <u>BRAD CASLIE</u>	<u>SOUTH CAROLINA UNIV</u>	FAX <u>304 558 0077</u>
Email Address: <u>brad.s.casl@wv.gov</u>		
Company: <u>WV DNR - Pipestem</u>	<u>Pipestem State Park</u>	PHONE <u>(304) 466-2804 (HA)</u>
Rep: <u>Michael Osborne</u>		FAX <u>(304) 923-4981</u>
Email Address: <u>michael.osborne@wv.gov</u>		
Company: <u>Pipestem State Park</u>		PHONE <u>304-466-1500</u>
Rep: <u>Debra Heath Stapleton</u>		FAX <u>304-445-1493</u>
Email Address: <u>debra.h.stapleton@wv.gov</u>		
Company: <u>Cimco</u>	<u>Cimco</u>	PHONE <u>304 562-7205</u>
Rep: <u>Darren Griffith</u>	<u>2336 Virginia Ave.</u>	FAX <u>304 406-9597 (Cell)</u>
Email Address: <u>darren.cimco@gmail.com</u>	<u>Harrison, WV 25526</u>	FAX <u>304 397-4178</u>



ARFA 0310

Request for Quotation/Proposal No.

DRR 18<sup>th</sup> 32

WV DIVISION OF NATURAL RESOURCES  
SIGN IN SHEET

PLEASE PRINT

Page 2 of 2

Date: 1/31/18

\*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Johnson Controls</u>	<u>4182 Frost Ave</u>	PHONE <u>304-741-0577</u>
Rep: <u>Harry Davis</u>	<u>Wifeo, WV 25143</u>	FAX <u>304-755-0765</u>
Email Address: <u>harry.b.davis@jcl.com</u>		
Company: <u>CASIO TECHNICAL</u>	<u>540 Leon Sullivan Way</u>	PHONE <u>304 545 3844</u>
Rep: <u>DEAN STONE</u>	<u>Charleston WV 25301</u>	FAX _____
Email Address: <u>dstone@casiotech.com</u>		
Company: _____		PHONE _____
Rep: _____		FAX _____
Email Address: _____		
Company: _____		PHONE _____
Rep: _____		FAX _____
Email Address: _____		

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DNR180000032**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Formal Procurements**

**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 a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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:

McKeever Lodge  
Pipestem Resort State Park  
3405 Pipestem Drive                      January 31, 2018, at 10:00 am  
Pipestem, WV 25979

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one Vendor.

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

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

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

Questions submitted at least five (5) 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 Property and Procurement Office. 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: February 2, 2018, at 9:00 am

Submit Questions to:  
West Virginia Division of Natural Resources  
Property and Procurement Office Attention: Angela White Negley  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: Angela.W.Negley@wv.gov

**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 Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
**BID RESPONSE**  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

**SEALED BID:**

**BUYER:** Angela Negley  
**SOLICITATION NUMBER:** ARFQ DNR1800000032  
**SOLICITATION CLOSING DATE:** February 8, 2018  
**SOLICITATION CLOSING TIME:** 1:30 pm  
**FAX NUMBER:** 304-558-2165

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

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

**BID TYPE:** (This only applies to ARFP)

- Technical  
 Cost

**7. 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 Property and Procurement Office time clock (in the case of hand delivery).

**Bid Opening Date and Time:** February 8, 2018, at 1:30 pm

**Bid Opening Location:**  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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. ALTERNATES:** 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 Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office 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 West Virginia Purchasing Division and must have paid any applicable fees.

- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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 Purchasing Division with its bid, and must be properly certified under W. Va. Code R. § 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. Code R. § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office 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 Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.
- 20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

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

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

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.



**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Formal Procurements**

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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" means the West Virginia Division of Natural Resources.
  - 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. "Chief Procurement Officer" means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
  - 2.5. "Property and Procurement Office" means the section within the Division headed by the Chief Procurement Officer and its personnel.
  - 2.6. "Director of the Purchasing Division" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.7. "Award Document" means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.8. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
  - 2.9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.10. "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.
  - 2.11. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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. 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 \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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 (1) 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 90 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** Chief Procurement Officer 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 Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_ . The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**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 Property and Procurement Office prior to Contract award.

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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 Property and Procurement Office.

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 prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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

**Automobile Liability Insurance** in at least an amount of: \$500,000

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

**Commercial Crime and Third-Party Fidelity Insurance** in an amount of:

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

**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. LITIGATION BOND:** The Chief Procurement Officer reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$100.00 per day for each day beyond the contract completion date. 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.

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

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

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

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**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 Agency, and the Vendor, with approval of the Property and Procurement Office 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 Property and Procurement Office 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 Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**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 Agency, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



**32. 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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the

performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

**41. 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

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. 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 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

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

Contractor's Name: Costo Technical Services  
Contractor's License No.: WV-001244

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office 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 (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

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

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. 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.

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

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services 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, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division 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 either oral or 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 any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

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

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.



**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

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

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

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

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

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

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

**c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:**

**i. The subcontractor listed in the original bid has filed for bankruptcy;**

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

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



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

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office 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 W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 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.

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

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. 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 July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

April Dunlop, Sales Assistant  
(Name, Title)  
April Dunlop Sales Assistant  
(Printed Name and Title)  
940 Leon Sullivan Way, Charleston, WV 25301  
(Address)  
304-346-0549 / 304-346-8920  
(Phone Number) / (Fax Number)  
adunlop@costotech.com  
(email address)

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

Cost Tech Services  
(Company)

April Dunlop / April Dunlop Sales Assistant  
(Authorized Signature) (Representative Name, Title)

April Dunlop Sales Assistant  
(Printed Name and Title of Authorized Representative)

2/8/18  
(Date)

304-346-0549 / 304-346-8920  
(Phone Number) (Fax Number)

**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)*

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

Cash Technical services  
Company

Paul Dunlop  
Authorized Signature

2/8/13  
Date

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

**West Virginia Division of Natural Resources-Pipestem Resort State Park  
REQUEST FOR QUOTATION  
Pipestem Lodge Chillers Maintenance and Repairs**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of the Parks and Recreation section to establish a contract for certain manitenance and repairs to the Lodge Chillers at Pipestem Resort State Park.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1** "Contract Services" means certain manitenance and repairs to the Lodge Chillers at Pipestem Resort State Park as more fully described in these specifications.
  
  - 2.2** "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  
  - 2.3** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
  
- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1** The contractor performing the work must have ten (10) years of documented experience performing similar work. The service technician performing the work must also have ten (10) years of documented experience performing similar work on similar systems at no more than three (3) different companies in the last ten (10) years. Owner reserves the right to review and act upon the documentation of this requirement prior to the award of a contract. Failure to provide the documentation or providing incomplete, inconclusive, or inaccurate documentation may result in the rejection of the contractor's bid
  
- 4. MANDATORY REQUIREMENTS:**

**West Virginia Division of Natural Resources-Pipestem Resort State Park**  
**REQUEST FOR QUOTATION**  
**Pipestem Lodge Chillers Maintenance and Repairs**

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

**Background:**

McKeever Lodge at Pipestem State Park, located in county, has two (2) York water cooled rotary screw liquid chillers, model YSBBBBBS1, with Frick compressors, serving the facility. The chillers serve for building cooling and utilize water (no glycol) on both the condenser and evaporator sides of the machine. The chillers require significant maintenance including testing, parts changes and seal and oil line replacements and repairs. The chillers have serial numbers SDEM-970080 and SDEM-970200. All specified and required work will be fully performed on each chiller, regardless of the use of the terms "chiller" or "chillers".

**Pre-Repair Testing:**

The contractor will draw two (2) oil analysis samples from each chiller. One (1) will be delivered to the Owner, the second (2<sup>nd</sup>) will be sent for lab analysis. The oil analysis results must be received and reviewed by the Owner prior to the start of any other work on the chillers.

**Repair Requirements:**

Contractor will remove the refrigerant and pressurize the machine to the original factory testing pressure and leak checked with a digital leak detector. Additionally, every piping connection and seal will be visually inspected using soap bubbles as part of the leak check. The tube sheet headers and tubes in the evaporator and condenser will be leak checked as part of the leak check process.

The oil lines will then be replaced with stainless steel hydraulic refrigeration tubing suitable for two (2) times the factory tested pressure of the machine. The tubing shall be bent using a hydraulic bender to match the routing and bends of the tubing being replaced. The contractor will then replace all the seals in a factory standard replacement seal kit, including the slide valve seals. The oil heater element and thermostat or heater control relay will be replaced. The slide valve MSV solenoid assembly will be replaced. The motor to compressor coupling will be replaced and the shafts re-aligned using dial micrometers. Alignment will be witnessed by the Owner. The control board memory batteries will be replaced.

Once all the tubing, seals, and parts have been replaced, the chillers will be re-pressurized using nitrogen and the pressure test repeated. Any remaining leaks will be repaired and the test re-performed until no leaks are detected. The chiller will be left under nitrogen for twenty-four (24) hours, with a digital pressure gauge left in place, as a final check.



**West Virginia Division of Natural Resources-Pipestem Resort State Park**  
**REQUEST FOR QUOTATION**  
**Pipestem Lodge Chillers Maintenance and Repairs**

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The chiller condenser and evaporator tubes will be cleaned using a rotary brush tubing cleaner. The chiller water filter screens will be cleaned and inspected. The chiller flow switch will be replaced.

Contractor will perform MegOhm insulation resistance tests on the motor windings and record the results.

Any concerns noted beyond the scope of the above requirements will be reported to the Owner, in detailed writing, prior to start of evacuation of the refrigeration circuit.

Once the chillers are deemed ready for refrigerant, they will be fully evacuated to a 500 Micron minimum and new oil, filters and oil filter dryers will be installed. New refrigerant will be added and the chiller will be leak checked again.

**Startup:**

From notice to proceed, the contractor will have until March 15, 2018, to complete the work on one chiller, the second chiller must be complete by April 1, 2018. Once the weather is warm enough to create a reasonable load on one chiller, each chiller will be started and operated continuously for at least 8 hours. The following operating parameters will be recorded after two (2) hours of operation and at 8 hours of operation.

- Date
- Time
- Hours Meter Reading
- OA Temp – DB/WB
- Compressor
  - Oil Level
  - Oil Pressure
  - Oil Temperature
  - Suction Temperature
  - Discharge Temperature
  - Filter PSID
  - Slide Valve Position %
  - Oil Added (gallons)
- Motor
  - Volts
  - Amps
- Cooler

**West Virginia Division of Natural Resources-Pipestem Resort State Park**  
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- Refrigerant
  - Suction Pressure
- Liquid
  - Inlet Temperature
  - Inlet Pressure
  - Outlet Temperature
  - Outlet Pressure
  - Flow Rate – GPM
- Condenser
  - Refrigerant
    - Discharge Pressure
    - Corresponding Temperature
    - High Pressure Liquid Temperature
    - System Air – Degrees
  - Water
    - Inlet Temperature
    - Inlet Pressure
    - Outlet Temperature
    - Outlet Pressure
    - Flow Rate – GPM

At the end of the 8 hours of operations with no issues, the chiller may be released to automatic control.

**Warranty:**

Contractor will warranty the work for a period of one (1) year. The warranty will cover flaws or defects in the work or parts installed, and not the existing chiller components which are not affected by the work. The warranty does cover consequential failures resulting from demonstrated deficiencies or flaws in the work.

**Contract Time:**

From notice to proceed, the contractor will have until March 15, 2018, to complete the work on one chiller, the second chiller must be complete by April 1, 2018. The contract time will be from notice to proceed to September 30, 2018, to allow time for the return visits.

**Training:**

Revised 07/04/2017

**West Virginia Division of Natural Resources-Pipestem Resort State Park**  
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**Pipestem Lodge Chillers Maintenance and Repairs**

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Once the chillers are in operation, the contractor will perform a detailed training of the Owner's staff reviewing the repairs to the chiller and the proper operations and monitoring of the chiller, including the meaning of common alarms, their significance, and how to reset them.

**Return Visits:**

The contractor will return at three (3) months and six (6) months, as scheduled with the Owner, and check the operation of the chillers. The same data as recorded at startup will be recorded during the visit. The contractor will review any questions or concerns related to the chiller from the Owner's staff. A detailed written report on the chiller and all collected data will be forwarded to the Owner after each visit. The cost for each return visit will be shown on a simple schedule of values and be paid after successful performance of the return visit and transmission of the result data and report.

**5. CONTRACT AWARD:**

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

**5.2 Pricing Page:** Vendor should complete the Pricing Page by listing the lump sum cost to perform the work as described. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

**West Virginia Division of Natural Resources-Pipestem Resort State Park**  
**REQUEST FOR QUOTATION**  
**Pipestem Lodge Chillers Maintenance and Repairs**

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- 7. PAYMENT:** Agency shall pay flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**West Virginia Division of Natural Resources-Pipestem Resort State Park  
REQUEST FOR QUOTATION  
Pipestem Lodge Chillers Maintenance and Repairs**

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**10. VENDOR DEFAULT:**

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

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

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

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

**10.1.4. Failure to remedy deficient performance upon request.**

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

**10.2.1. Immediate cancellation of the Contract.**

**10.2.2. Immediate cancellation of one or more release orders issued under this Contract.**

**10.2.3. Any other remedies available in law or equity.**

**11. MISCELLANEOUS:**

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

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**EXHIBIT A-PRICING PAGE**  
**Pipestem Lodge Chillers Maintenance and Repair Project**

Name of Vendor: Costa Technical Services

Address of Vendor: 540 Leon Sullivan Way  
Charleston, WV 25301

Phone Number of Vendor: 304-346-0549

WV Contractors License No. WV-001841

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Total Bid Amount**

The Total Bid Amount shall consist of the testing and repair of the Lodge Chillers and other work as detailed by the contract documents. The total of all items shall be summarized as the Total Bid Amount in the space indicated below for all work included in the contract documents:

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in numbers.* \$115,699.10

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.* One hundred fifteen thousand six hundred ninety-nine dollars and ten cents

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: ARFQ 0310 DNR1800000032

Contract Purpose: Project SP McKeever Lodge Chiller Repair

Agency Requesting Work: State of WV - Division of Natural Resources

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:**

Vendor Name: Costo Technical Services

Vendor Telephone: 304-346-0549

Vendor Address: 540 Leon Sullivan Way  
Charleston, WV 25301

Vendor Fax: 304-346-8920

Vendor E-Mail: ndukolo.p@costotech.com

## CASSTO TECHNICAL SERVICES, INC.

### W. VA. ALCOHOL & DRUG-FREE WORKPLACE ACT POLICY

#### Introduction<sup>1</sup>

Casto Technical Services ("CTS") is committed to maintaining a drug and alcohol-free workplace. Drug and alcohol use, and/or the unlawful possession or use of controlled substances directly affects job performance, threatens the safety of co-workers, other workers, and the public, and is inconsistent with the behavior expected of a CTS employee. CTS believes that a working environment, free of drug and alcohol use, is healthier, safer, more productive, and is a condition desired by most employees and their families. Therefore, employees must adhere to the following:

- The unlawful use, possession, manufacture, distribution, sale or dispensation of drugs on company premises or while conducting company business off premises is strictly forbidden.
- The possession or use of alcohol on company premises or while conducting company business is strictly forbidden.
- Being under the influence of alcohol or an illegal substance on company premises, or while conducting company business, or while driving a company supplied vehicle is strictly forbidden.
- Employees whose physician has prescribed a drug or controlled substance that might adversely affect their ability to perform their work must provide a written statement from their doctor.
- Any use, possession, manufacturing, distribution, sale or dispensation of illegal drugs off premises and off company time that adversely affect the individual's work performance, his or her own or others' safety at work, or the company's reputation in the community is strictly forbidden.
- Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled is grounds for disciplinary action, up to and including termination.
- Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

#### Applicability

CTS will conduct drug and alcohol testing of employees engaged in safety-sensitive duties or working in construction on state public improvements pursuant to the provisions of the W. Va. Alcohol & Drug-Free Workplace Act.

CTS will also conduct pre-employment testing of employees hired to engage in the same work.

#### Policy Coordinator

Any questions or comments concerning this policy should be directed to the employee's job superintendent or to the company's alcohol & drug-free workplace policy coordinator, Amanda Doss. The policy coordinator's address and telephone number is listed below:

*Casto Technical Services, Inc.  
540 Leon Sullivan Way  
P. O. Box 627  
Charleston, West Virginia 25322  
(304) 346-0549*

#### Types of Drug & Alcohol Testing

1. **PRE-EMPLOYMENT DRUG TESTING:** CTS shall conduct pre-employment drug testing of all new employees hired to perform safety-sensitive duties. If the newly hired employee does not pass the drug test, then the employee is not eligible for employment with the company.
2. **RANDOM DRUG TESTING:** CTS shall conduct random drug testing that annually tests at least ten percent (10%) of the company employees who perform safety-sensitive duties.
3. **POST ACCIDENT DRUG OR ALCOHOL TESTING:** CTS shall conduct a drug or alcohol test of any employee who may have caused or contributed to an accident while conducting job duties where reasonable cause exists to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician. The drug or alcohol test shall be conducted as soon as possible after the accident occurs and after any necessary medical attention has been administered to the employee.

<sup>1</sup> Casto Technical Services incorporates by reference the provisions of the W. Va. Alcohol and Drug-Free Workplace Act (W. Va. Code Section 21-1D-1 et seq.) as if specifically addressed herein, including the definitions set forth in Section 21-1D-2.



4. **REASONABLE CAUSE DRUG OR ALCOHOL TESTING:** CTS shall conduct a drug or alcohol test of any employee when there is reasonable cause to believe that the employee has reported to work or is working under the influence of a drug of abuse or alcohol.

#### Medical Review Officer

1. CTS shall designate a qualified Medical Review Officer ("MRO") to review and interpret laboratory results.
2. The MRO will determine whether there is a legitimate medical explanation for a laboratory-confirmed positive, adulterated, or substituted result; and review and report a verified result in a timely and confidential manner.
3. The MRO shall review all drug tests yielding a positive result.
4. The MRO shall review collection and testing procedures to help ensure that appropriate procedures are being followed.

#### Testing Protocols

1. All drug tests performed shall be conducted by a laboratory certified by the United States Department of Health and Human Services or its successor.
2. Urine specimens of individuals shall be collected in a scientifically or medically approved manner and under reasonable and sanitary conditions.
3. The collection and testing of urine specimens will be done with due regard for the privacy of the individual being tested and in a manner reasonably calculated to prevent substitutions or interference with the collection and testing of specimens.
4. Documentation of urine specimens will be done through procedures that reasonably preclude the possibility of erroneous identification of test results, and that provide the individual being tested a reasonable opportunity to furnish information identifying any prescription or nonprescription drugs used by the individual in connection with a medical condition to the Medical Review Officer.
5. The collection, maintenance, storage, and transportation of urine specimens will be done in a manner that reasonably precludes the possibility of contamination or adulteration of the specimens.
6. The testing of a urine specimen of an individual to determine if the individual ingested, was injected, or otherwise introduced with a drug of abuse, will be done in a manner that conforms to scientifically accepted analytical methods and procedures that include verification and confirmation of any positive test result by gas chromatography or mass spectrometry.
7. Alcohol testing will be done in a scientifically or medically approved manner, which will include an approved screening device (saliva swap, breath tube) or an Evidential Breath Testing device (breathalyzer). All confirmation alcohol testing will be done with an Evidential Breath Testing device.

#### Designated Testing or Collection Site

1. **Drug Testing:** CTS shall designate appropriate sites to be used for the collection of urine samples. The collector shall be responsible for maintaining collection site security and integrity as followed in federally mandated drug and alcohol testing programs or otherwise accepted as the industry standard.
2. **Alcohol Testing:** CTS shall designate appropriate sites to be used for alcohol testing.

#### Employee Preparation for Testing

1. When an employee is notified of selection for testing, he or she must proceed immediately to the collection site.
2. Employee must have photo identification.
3. Employees may be accompanied to the collection or testing site.
4. Collectors and Breath Alcohol Technicians may come to the worksite to collect specimens, without advanced notice.

#### Laboratory

For testing urine samples, CTS will use LabCorp, as its primary testing laboratory. This laboratory is a DHHS-certified laboratory. CTS may at its discretion, designate another laboratory for urine testing.

The laboratory shall receive, analyze, and report laboratory confirmed results to the MRO.

Reasonable Cause Suspension from Safety-Sensitive Duties

If CTS has reasonable cause to believe an employee is under the influence of a drug of abuse or alcohol at work and requires the employee to take a drug or alcohol test, the employee shall immediately be suspended from performing safety-sensitive tasks until such time as a drug or alcohol test is performed and results of that test are available.

Nine-Panel Drug Screen<sup>2</sup>

1. Initial Screening Test

<u>Drugs</u>	<u>Cutoff Level nanograms per milliliter (ng/ml)</u>	
Amphetamines	1,000	
Barbiturates		300
Benzodiazepines	300	
Cannabinoids (marijuana)	50	
Cocaine Metabolites		300
Methadone		300
Opiate metabolites	300	
Hydrocodone		
Hydromorphone		
Oxycodone		
Phencyclidine	25	
Propoxyphene	300	

2. Confirmatory Test

<u>Drugs</u>	<u>Cutoff Level nanograms per milliliter (ng/ml)</u>	
Amphetamines	500	
Barbiturates		300
Benzodiazepines	300	
Cannabinoids (marijuana)	15	
Cocaine Metabolites		150
Methadone		300
Opiate metabolites	300	
Hydrocodone		
Hydromorphone		
Oxycodone		
Phencyclidine	25	
Propoxyphene	300	

3. Any employee testing positive for a drug of abuse shall be discharged.

Alcohol Screening

1. If the initial alcohol screening test shows an alcohol concentration of less than 0.02, the testing procedure is completed.

2. If the alcohol concentration is 0.02 or greater, then there will be a separate confirmation test conducted using an Evidential Breath Testing device.

• The breath alcohol technician will wait 15 minutes, but not more than 30 minutes, before conducting the confirmation test.

• During this time, the employee is not allowed to eat, drink, smoke, belch, put anything in his or her mouth or leave the testing area.

3. 0.04 or greater:

<sup>2</sup> These cut-off levels are federally-recognized standards.

A confirmed test result of 0.04 or greater shall result in disciplinary action up to and including discharge. If the employee is not discharged, any return to duty will be contingent on successful completion of the company's return to duty program, which may include evaluation by a substance abuse professional, successful completion of any education, counseling or treatment prescribed by the substance abuse professional prior to returning to work, and provide a negative test result for drugs and a breath test less than 0.02 of alcohol. If the employee is not discharged, he or she shall be subjected to random drug and alcohol testing at any time for one year after the positive test.

4. 0.08 or greater:

A confirmed test result of .08 or greater will result in immediate discharge.

Contesting Positive Results

1. Drug Testing

An employee may contest a positive drug test result by contacting the MRO within seventy-two (72) hours of notification of a positive result.

Challenge testing will be performed on the untested second portion of the split sample. The employee may request that the MRO direct that a different certified laboratory perform the test.

There are no cut-off levels applicable to the split sample testing.

The employee must pay any costs or fees associated with the challenge test.

2. Alcohol Testing

An employee may contest a positive alcohol test by contacting the MRO within twenty-four (24) hours of notification of a positive result.

The MRO shall review the alcohol testing procedure and examine any alternate medical explanations for a positive test result and report any findings to the Policy Coordinator. Thereafter, CTS will review the matter and make a decision concerning the employee's status.

Refusing to Consent to Testing

1. Employees refusing to consent to drug or alcohol testing shall be discharged from employment.
2. A newly hired employee that refuses to consent to pre-employment drug testing shall no longer be eligible for employment with the company.
3. If an employee is caught adulterating a drug or alcohol test, the employee shall be discharged from employment.
4. If a newly hired employee is caught adulterating a pre-employment drug test, the employee shall no longer be eligible for employment with the company.

Employee Assistance

1. CTS shall provide to any employee testing positive for a drug of abuse or alcohol, a list of community resources where employees may seek assistance for themselves or their families.
2. CTS shall assist an employee who voluntarily acknowledges that the employee may have a substance abuse problem by providing a list of community resources where employees may seek assistance for themselves or their families.
3. See attached *List of Community Resources* where employees may seek assistance for themselves or their families.

Employee Training

1. Employee Training

CTS will provide within six (6) weeks of new employment, at least two (2) hours of drug-free workplace employee education for all employees unless the employee has already received such training at anytime within a prior two-year period.

The employee shall participate in drug-free workplace employee education at least biannually thereafter.

The employee education shall include, but may not be limited to the following:

- a) Explanation about the content of the company's alcohol and drug-free workplace policy.
- b) Employees shall have the opportunity to ask questions regarding the policy.
- c) Employees shall receive a hard copy of the written policy.
- d) Employees shall sign a document acknowledging receipt of the hard copy of the written policy.
- e) Employees shall receive a specific explanation of the basics of drugs and alcohol abuse, including, but not limited to the disease model, signs and symptoms associated with substance abuse, and the effects and dangers of drugs or alcohol in the workplace.
- f) Employees shall receive a list of community resources where employees may seek assistance for themselves or their families.

2. Supervisor Training

CTS will provide at least two (2) hours of drug-free workplace supervisor training for supervisory employees and annually thereafter. The supervisor training shall include the following:

- a) How to recognize a possible drug or alcohol problem;
- b) How to document behaviors that demonstrate a drug or alcohol problem;
- c) How to confront employees with the problem from observed behaviors;
- d) How to initiate reasonable suspicion and post-accident testing;
- e) How to handle the procedures associated with random testing;
- f) How to make an appropriate referral for assessment and assistance; and
- g) How to follow up with employees returning to work after a positive test.

Confidentiality and Recordkeeping

1. All drug and alcohol testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records.

2. No information about any individual test result shall be released without written authorization of the tested employee with the exception of the following: The W. Va. Alcohol and Drug-Free Workplace Act does provide for inspection of records by the public authority which let the contract and its officers and agents.

List of Community Resources

Henry R. Bussey, MA  
218 D. Street  
South Charleston, WV 25303  
(304) 720-3835

Dr. Ralph Smith  
Charleston Psychiatric Group, Inc.  
2008 Kanawha Boulevard East  
Charleston, WV  
(304) 344-0349

Peopework Solutions  
497 1<sup>st</sup> Avenue, South  
Nitro, WV  
(304) 722-9119

Psychological Consultation & Assessment  
202 Glass Drive  
Cross Lanes, WV

(304) 776-7230

Kanawha Pastoral Counseling Center, Inc.  
16 Broad Street  
Charleston, WV  
(304) 346-9689 or 800-340-9680

Shawnee Hills, Inc.  
Various Locations  
Charleston (304) 345-4800  
Boone County (304) 369-1930  
Clay County (304) 587-4205  
Putnam County (304) 757-1000

New Hope Christian Counseling Center  
5130 MacCorkle Avenue SE  
Charleston WV  
(304) 926-8600

**CASTO TECHNICAL SERVICES, INC.**

**Acknowledgment**

I have received a copy of the Casto Technical Services' W. Va. Alcohol and Drug-Free Workplace Act Policy. I have reviewed this Policy, understand its requirements, and agree, without reservation, to follow this Policy. I further understand that this Policy is not a contract of employment and I am an "at-will" employee.

---

**Signature**

**Date**

---

**Witness**

**Date**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Cheto Technical Services

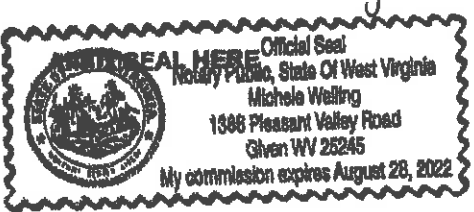
Authorized Signature: [Signature] Date: 2/8/18

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 8 day of February, 2018

My Commission expires August 28, 2022



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2016)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

**"Business entity"** means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

**"Interested party" or "Interested parties"** means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

**"State agency"** means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

Revised October 7, 2017







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

**STATE OF WEST VIRGINIA,**

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

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

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

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

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

Printed Name: April Dunlap  
 Signature: April Dunlap  
 Title: Sales Assistant  
 Company Name: Costo Technical Services  
 Date: 2/8/18

Taken, subscribed and sworn to before me this 8 day of February, 2018.

By Commission expires August 28, 2022

(Seal)

[Signature]  
 (Notary Public)

