



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2019-12-20

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

| | |
|---|----------------------------------|
| Order Number: CMA 0307 7432 DEV2000000011 | Procurement Folder: 627171 |
| Document Name: Reconstruction of Stick Built Homes | Reason for Modification: |
| Document Description: Reconstruction of Stick Built Homes | |
| Procurement Type: Central Master Agreement | |
| Buyer Name: Dusty J Smith | |
| Telephone: (304) 558-2063 | |
| Email: dusty.j.smith@wv.gov | |
| Shipping Method: Best Way | Effective Start Date: 2020-01-01 |
| Free on Board: FOB Dest, Freight Prepaid | Effective End Date: 2020-12-31 |

| VENDOR | DEPARTMENT CONTACT |
|--|---|
| Vendor Customer Code: VS0000013216 Thompson Construction Group Inc 100 N Main St Sumter SC 29150-4948 US Vendor Contact Phone: (803) 938-2641 Extension: Discount Percentage: 0.0000 Discount Days: 0 | Requestor Name: Kelli D Compton Requestor Phone: (304) 558-2234 Requestor Email: kelli.d.compton@wv.gov |

| INVOICE TO | SHIP TO |
|--|--|
| PROCUREMENT OFFICER WV DEVELOPMENT OFFICE ADMINISTRATION 1900 KANAWHA BLVD E BLDG 3 SUITE 800 CHARLESTON WV 25305-0311 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| | |
|--------------------|----------|
| Total Order Amount | Open End |
|--------------------|----------|

| | | |
|---|--|---|
| PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE |
|---|--|---|

Extended Description:

The vendor, Thompson Construction Group inc, agrees to enter into this open-end contract with the agency, The West Virginia Division of Commerce, Development Office, to provide Greenbrier Stick Built Reconstruction per the bid requirements, specifications, terms and conditions, the information from the solicitation date 09/06/19, and the vendor's submitted and accepted bid dated 09/24/2019, all incorporated herein by reference and made a part of hereof.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|---------------------|----------------|-------------------|----------|------|-----------------|
| 1 | 72110000 | | | EA | \$98,546.000000 |
| Service From | | Service To | | | |
| | | | | | |

Commodity Line Description: FIXED RATE 1 BEDROOM/ 1 BATHROOM SINGLE FAMILY HOME

Extended Description:

FIXED RATE 1 BEDROOM/ 1 BATHROOM SINGLE FAMILY HOME
MIN OF 440 SQ FT.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|---------------------|----------------|-------------------|----------|------|------------------|
| 2 | 72110000 | | | EA | \$117,000.000000 |
| Service From | | Service To | | | |
| | | | | | |

Commodity Line Description: FIXED RATE 3 BEDROOM/ 1 BATHROOM SINGLE FAMILY HOME

Extended Description:

FIXED RATE 3 BEDROOM/ 1 BATHROOM SINGLE FAMILY HOME
MIN OF 975 SQ FT.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|---------------------|----------------|-------------------|----------|------|------------------|
| 3 | 72110000 | | | EA | \$124,800.000000 |
| Service From | | Service To | | | |
| | | | | | |

Commodity Line Description: FIXED RATE 3 BEDROOM/ 2 BATHROOM SINGLE FAMILY HOME

Extended Description:

FIXED RATE 3 BEDROOM/ 2 BATHROOM SINGLE FAMILY HOME
MIN OF 1,100 SQ FT.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|---------------------|----------------|-------------------|----------|------|------------------|
| 4 | 72110000 | | | EA | \$169,513.000000 |
| Service From | | Service To | | | |
| | | | | | |

Commodity Line Description: FIXED RATE 4 BEDROOM/ 1 BATHROOM SINGLE FAMILY HOME

Extended Description:

FIXED RATE 4 BEDROOM/ 1 BATHROOM SINGLE FAMILY HOME
MIN OF 1,500 SQ FT.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|---------------------|----------------|-------------------|----------|------|------------------|
| 5 | 72110000 | | | EA | \$178,256.000000 |
| Service From | | Service To | | | |
| | | | | | |

Commodity Line Description: FIXED RATE 4 BEDROOM/ 2 BATHROOM SINGLE FAMILY HOME

Extended Description:

FIXED RATE 4 BEDROOM/ 2 BATHROOM SINGLE FAMILY HOME
MIN OF 1600 SQ FT.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 6 | 72110000 | | | EA | \$5,000.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: HOME ACCESSIBILITY MODICIATION - INTERIOR

Extended Description:
HOME ACCESSIBILITY (INCLUDES INTERIOR MODIFICIATIONS)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------|
| 7 | 72110000 | | | LF | \$135.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: HOME ACCESSIBILITY MODICIATION - IEXTERIOR

Extended Description:
HOME ACCESSIBILITY (INCLUDES EXTERIOR RAMP AND LANDINGS)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 8 | 72110000 | | | UNIT | \$2,520.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: HVAC INSTALLATION

Extended Description:
HVAC INSTALLATION

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 9 | 72110000 | | | EA | \$4,500.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: Fixed Rate Structural Elevation - Ground level to 40 inches

Extended Description:
Fixed Rate Structural Elevation - Ground level to 40 inches

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 10 | 72110000 | | | EA | \$1,200.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: FIXED RATE STRUCTURAL ELEVATION - FOR 8' COURSE OF RISE

Extended Description:
FIXED RATE STRUCTURAL ELEVATION(PIERS) - FOR EIGHT (8") INCH COURSE OF RISE ABOVE 40 INCHES FROM GROUND LEVEL.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 11 | 72110000 | | | EA | \$4,500.000000 |
| | Service From | Service To | | | |

Commodity Line Description: FIXED RATE FLOODPLAIN ELEVATION - FOR 8' COURSE OF RISE

Extended Description:

FIXED RATE FLOODPLAIN ELEVATION(PIERS) - ENGINEERED DESIGN FOR EIGHT (8") INCH COURSE OF RISE ABOVE 40 INCHES FROM GROUND LEVEL.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|-------------|
| 12 | 72110000 | | | CY | \$65.000000 |
| | Service From | Service To | | | |

Commodity Line Description: REMOVED OF MUNICIPLE WSTE AND WOODY AND VEGETATIVE DEBRIS

Extended Description:

REMOVED OF MUNICIPLE WSTE AND WOODY AND VEGETATIVE DEBRIS

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 13 | 72110000 | | | EA | \$1,400.000000 |
| | Service From | Service To | | | |

Commodity Line Description: TESTING EXISTING SEPTIC SYSTEMS FOR SERVICEABILITY

Extended Description:

TESTING EXISTING SEPTIC SYSTEMS FOR SERVICEABILITY

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|-----------------|
| 14 | 72110000 | | | EA | \$14,513.000000 |
| | Service From | Service To | | | |

Commodity Line Description: TESTING,DRAINING, RMEOVAL AND INSTALLING NEW SEPTIC TANKS (A

Extended Description:

TESTING,DRAINING, RMEOVAL AND INSTALLING NEW SEPTIC TANKS (AS REQUIRED)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 15 | 72110000 | | | EA | \$6,250.130000 |
| | Service From | Service To | | | |

Commodity Line Description: SEALING, FILLING IN, AND/OR CAPPING UNDERGROUND WELLS

Extended Description:

SEALING, FILLING IN, AND/OR CAPPING UNDERGROUND WELLS (AS REQUIRED)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------|
| 16 | 72110000 | | | FT | \$120.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: DRILLING AND INSTALLATION OF NEW UNDERGROUND WELLS

Extended Description:
DRILLING AND INSTALLATION OF NEW UNDERGROUND WELLS (AS REQUIRED)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------|
| 17 | 72110000 | | | EA | \$550.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: INSPECTION, SAMPLING, TESTING, AND DOCUMENTATION OF ASBESTOS

Extended Description:
INSPECTION, SAMPLING, TESTING, AND DOCUMENTATION OF ASBESTOS CONTAINING MATERIALS OF ALL STRUCTURES (INCLUDES PREVIOUSLY DEMOLISHED STRUCTURES THAT HAVE REMAINED ON SITE.)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 18 | 72110000 | | | SF | \$6.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: REMOVAL, CONTAINMENT, AND TRANSPORTATION OF ASBESTOS

Extended Description:
REMOVAL, CONTAINMENT, AND TRANSPORTATION OF ASBESTOS CONTAINING MATERIALS TO AN APPROVED AND PROPERLY LICENSED SANITARY LANDFILL.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------|
| 19 | 72110000 | | | EA | \$550.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: INSPECTION, SAMPLING, TESTING, AND DOCUMENTATION OF HAZARD

Extended Description:
INSPECTION, SAMPLING, TESTING, AND DOCUMENTATION OF HAZARDEOUS MATERIALS. (AS REQUIRED)

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 20 | 72110000 | | | EA | \$2,400.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: REMOVAL, CONTAINMENT, AND TRANSPORTATION OF HAZARDOUS

Extended Description:
REMOVAL, CONTAINMENT, AND TRANSPORTATION OF HAZARDOUS MATIRIALS TO AN APPROVED AND PROPERLY LICENSED SANITARY LANDFILL.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------|
| 21 | 72110000 | | | EA | \$315.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: PROPERTY MITIGATION - RETAINING WALL (AS REQUIRED)

Extended Description:
PROPERTY MITIGATION - RETAINING WALL (AS REQUIRED)
PER 12 INCHES

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|-------------|
| 22 | 72110000 | | | LF | \$40.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: PROPERTY MITIGATION - PROPERTY DRAINAGE (AS REQUIRED)

Extended Description:
PROPERTY MITIGATION - PROPERTY DRAINAGE (AS REQUIRED)
LINEAR FOOT

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------|
| 23 | 72110000 | | | EA | \$550.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: REMOVAL OF EXTERNAL PROPANE OR FUEL OIL TANKS (AS REQ)

Extended Description:
REMOVAL OF EXTERNAL PROPANE OR FUEL OIL TANKS (AS REQUIRED)
PER TANK

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|----------------|
| 24 | 72110000 | | | EA | \$2,800.000000 |
| | Service From | Service To | | | |
| | | | | | |

Commodity Line Description: INSTALLATION OF NEW UTILITY POLES AND UTILITY BOXES (AS REQ)

Extended Description:
INSTALLATION OF NEW UTILITY POLES AND UTILITY BOXES (AS REQUIRED)
PER POLE

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

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

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

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on 01/01/20 and extends for a period of one year(s).

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director 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 Purchasing Division Director, 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 Purchasing Division 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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 Purchasing Division prior to Contract award.

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

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

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

Vendor must maintain:

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

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****Please make insurance certificate holder to read as follows:**
State of WV, 1900 Kanawha Blvd E, Bldg 3 Suite 800, Charleston, WV 25305

*****State of WV must be listed as additional insured.**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division 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 Purchasing Division 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 or Purchasing Division 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 Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

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

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

33. ANTITRUST: In submitting a bid to, 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.

34. 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.

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

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

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 08/15/2019

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

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 an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Thompson Construction Group, Inc.

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

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
|---|---|
| Superior Pocahontas | WV 054429 |
| Bob's Dump Truck | WV 014339 |
| Wilkinson Surveying | WV 2319-9649 |
| Timberline Constrcution | WV 01262 |
| On-site Housing | WV 037638 |
| PJ's Construction | WV 032907 |
| 4M Excavating | WV 050394 |
| B&P Waterwell Service | WV 040298 |
| Carolina-Post and Frame employs the following WV contractors: | |
| ANR Construction | WV 051209 |
| Hayhurst Home Services | WV 056400 |
| Pierson Construction | WV 057787 |
| Atkins and Sons | WV 055460 |
| Wilson Mechanical | WV 055388 |
| Elite Finishes | WV 056079 |
| Harmac INC | WV 014489 |

Attach additional pages if necessary

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia 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. West Virginia 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 Purchasing Division 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: Thompson Construction Group, Inc.

Contractor's License No.: WV- WV 055107

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

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 West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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

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

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

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

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

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 Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

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

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

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

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

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

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

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

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

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

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 Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division 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 Purchasing Division'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.**

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.

Frank A. McCormick WV Project Manager
(Name, Title)
Frank A. McCormick, WV Project Manager
(Printed Name and Title)
100 N. Main St, Sumner, SC 29150
(Address)
803-406-8975
(Phone Number) / (Fax Number)
fmccormick@thompsonind.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.

Thompson Construction Group, Inc.
(Company)
Frank A. McCormick WV Project Manager
(Authorized Signature) (Representative Name, Title)
Frank A. McCormick, WV Project Manager
(Printed Name and Title of Authorized Representative)
23/9/2019
(Date)
803-406-8975
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Reconstruction

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Commerce to establish a one-time construction contract for the following:

Project Description: The Division of Commerce is hereby requesting written solicitations from construction contractors with the qualifications and experience for the provision of residential reconstruction services to address the flood and storm related damages to qualified single-family homes owned by low to moderate income homeowners or rental properties which will serve low to moderate income tenants. The homes to be reconstructed are primarily located within the following counties: (*Greenbrier, Kanawha, Clay, and Nicholas*)

The construction contractor will be responsible for all aspects of ACM inspections and abatement, demolition, disposal, scheduling and replacement. The contractor will be required to conform to all applicable state and local codes and requirements. The reconstruction services will include a one (1) bedroom / one (1) bathroom; three (3) bedroom / one (1) bathroom; three (3) bedroom / two (2) bathroom; four (4) bedroom / one (1) bathroom; and a four (4) bedroom / two (2) bathroom stick built home, with one bedroom and one full bath on the first main level.

The Vendor shall submit a certified engineered blueprint and furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

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 and in the Project Plans as defined below.
- 2.1 **“Construction Services”** means manufactured housing as more fully described in the Project Plans.
- 2.2 **“ACM”** means asbestos contained material
- 2.3 **“MWBE”** means Minority Women Business Enterprise
- 2.4 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

REQUEST FOR QUOTATION
Reconstruction

- 2.5 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.6 “Project Plans”** means detailed instructions on how the Construction Services are to be performed.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least 5 projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 4.2.** Five years’ experience in the construction, repair, rehabilitation and maintenance of residential housing
- 4.3.** Five years’ experience with the employment of MWBE.
- 4.4.** Ability to commit to residential repair and construction projects and to carry such projects to completion.
- 4.5.** Ability and experience with environmental mitigation related to the construction of new stick built homes
- 4.6.** Experience in managing and completing projects funded by Community Development Block Grant (CDBG) or other federal funds.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

REQUEST FOR QUOTATION
Reconstruction

- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. AUTHORIZATION TO BEGIN WORK:** Vendor and Agency agree that Vendor will not begin work on any site identified in the contract until vendor receives an approved and executed delivery order from the State. A delivery order containing the specific sites for which work is authorized, will be issued after the Vendor meets with State representatives, most likely from the WV National Guard, at each site to be included in the delivery order. The purpose of the meeting is to establish more accurate quantities for site preparation, well drilling, and other items that vary by site. Prices for these items will be set by the contract and only the quantities will be modified in the delivery order. Pursuant to the West Virginia Purchasing Division Procedures Handbook, delivery orders that exceed \$250,000 must be processed as a Central Delivery Order through the Purchasing Division prior to issuance.
- 9. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 10. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

X No Additional Project Plan Documents:

11. CONDITIONS OF THE WORK

- 11.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 11.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

REQUEST FOR QUOTATION
Reconstruction

11.3. Standard Work Hours: The standard hours of work for this Contract will be Monday – Friday 8:00am to 6:00pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency’s sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

11.4. Project Closeout: Project Closeout shall include the following:

11.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

11.4.1.1. All Construction and Demolition related materials are properly removed and any disturbed ground has been made level and new grass seed and straw is placed down.

11.4.1.2. All Utilities have been reconnected and are fully operational.

11.4.1.3. Homeowner and Contractor have completed a final inspection and the keys to the new residence are in the possession of the Homeowner. The Contractor must provide a warranty for each completed project.

11.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency’s project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency’s final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

12. 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:

12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**REQUEST FOR QUOTATION
Reconstruction**

- 12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 12.5. Vendor shall inform all staff of Agency's security protocol and procedures.

13. MISCELLANEOUS:

- 13.1. **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: FRANK McCoemick

Telephone Number: 803-406-8975

Fax Number: _____

Email Address: FMcCoemick@thompsonind.com

**REQUEST FOR QUOTATION
Reconstruction**

EXHIBIT A – Pricing Page

**REQUEST FOR QUOTATION
Reconstruction**

EXHIBIT B – PROJECT PLANS

14. GENERAL REQUIREMENTS:

14.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

14.1.1 SCOPE OF WORK

Once a contractor commences work, the contractor is expected to complete all tasks. Items may include, but are not limited to the following items, which the construction contractor will be responsible for at least the following:

- Submit certified and engineered blueprints (1 Bed 1 Bath, 3 Bed 1 Bath, 3 Bed 2 Bath, 4 Bed 1 Bath, and 4 Bed 2 Bath, with one bedroom and one full bath on main level)
- Obtain all required permits
- Schedule the replacement activities with the applicant
- Disconnect all utilities
- Conduct ACM inspections and abatement
- Demolition of existing structure/structures
- Disposal of existing structure/structures
- Pad/Foundation preparation
- Property site mitigation and preparation
- Completion of the new residence (Includes Accessibility changes if required)
- Connection of all utilities
- Installation of all electrical, plumbing, septic systems, wells, and HVAC components and fixtures
- Purchase and installation of the following Energy Star Rated appliances: (Refrigerator, Stove, Dishwasher, Windows, Hot Water Heater, Heat Pump, Lighting, Clothes Washer, Clothes Dryer)
- Scheduling and completion of all required inspections
- Obtain a Certificate of Occupancy

REQUEST FOR QUOTATION
Reconstruction

A detailed bid for a 1 Bed / 1 Bath, 3 Bed / 1 Bath, 3 Bed / 2 Bath, 4 Bed / 1 Bath, and 4 Bed / 2 Bath stick built residence is required (includes Accessibility changes if required). One Bedroom and one full Bathroom must be on the main level of the Home.

14.1.2. Contractor will be responsible for scheduling and providing temporary storage to the residents when deemed necessary by the Division of Commerce Construction Manager and identified within the Scope of Work. The contractor must provide the resident up to fourteen (14) calendar days to move their personal items out of the property to be demolished. After installation of the new residence, the contractor must allow the resident fourteen (14) calendar days to vacate the temporary storage.

14.1.3 It is the Contractors responsibility to visit each project site prior to submitting a bid. Every Line Item on the Pricing Page must include a bid. Failure to provide a bid, or to change the Pricing Page can result in the Vendor's Bid being rejected.

14.1.4 Upon completion of the work, the contractor must attend any necessary inspections. Invoices for each site cannot be submitted until the final inspection has been passed. Contractors are required to warranty all work for a period of one (1) year.

Respondent(s) will be required to comply with all Davis Bacon wage rate requirements if applicable.

14.1.5 ADDITIONAL ELEVATION REQUIREMENTS

Some properties eligible for Reconstruction will require additional elevation. Properties requiring additional elevation shall meet the criteria provided for in the Federal Register Notice 81 FR 5989 published on November 21, 2016; specifically, the items addressed under the section titled, "Elevation standards for new construction, repair of substantial damage, or substantial improvement". A list of all properties identified in the floodplain is provided in Reconstruction List. It is the responsibility of the construction contractor to ensure these minimum standards are met.

REQUEST FOR QUOTATION
Reconstruction

14.1.5.1. Due to the ground being sloped and not flat, some properties will require additional eight (8) inch courses of block to be emplaced. This specific type of elevation will have its own line item to bid on and will be for every additional eight (8) inch course of rise installed above 40 inches from ground level.

14.1.6. SCRAP / SALVAGE METAL

The Contractor will be authorized to recycle any scrap or salvaged metals from approved properties where demolition and/or personal property debris removal efforts are taking place. Any profits gained from the recycling of scrap or salvaged metals will remain with the Contractor.

It is the Contractors responsibility to seek out recycling facilities that will take in the scrap or salvaged metals from the demolition of homes or personal property debris removal.

The Contractor must abide by all State, County, and Municipality rules, policies, and laws regarding recycling.

14.1.7 PERFORMANCE MEASURES

Adherence to the timeliness goals will be monitored and enforced by the WVNG, or its designee. The ability to achieve these predefined goals will affect workload allocations.

It is the goal of the Division of Commerce to help ensure each program and individual project is operating efficiently, and any needs or issues encountered by construction contractors are addressed.

Quality of the contractor's workmanship will be continuously assessed based on the judgment of the Division of Commerce, or its designee.

14.1.8 HAZARDOUS MATERIALS:

All asbestos contained material (ACM) will be removed from the project area and all of the same shall be transported to and legally disposed of by the Contractor at an approved and properly licensed sanitary landfill licensed to handle ACM. Landfill or tipping fees shall be paid by the Contractor. Contractor is responsible for insuring that ACM does not fall from or blow off transporting vehicles in route to the sanitary landfill or transfer station.

REQUEST FOR QUOTATION
Reconstruction

The Contractor shall take all appropriate precautions to protect Community property (Streets, Utility Meters, Mains, Etc.) from damage by the Contractors equipment. The Contractor is responsible for filling out the WV DEP Division of Air Quality Asbestos Form for approval before any asbestos abatement begins, as well as providing a source to spray water on the homes identified as having Asbestos, in order to ensure the health and safety of the Contractors and the Community.

It shall be the Contractor's responsibility to provide on-site supervision of the asbestos removal, if required by law, by an Asbestos Abatement Supervisor with a valid and current license. The Contractor will abide by the asbestos abatement procedures outlined in the WV DHHR Asbestos Awareness and Removal Procedures.

It shall be the Contractor's responsibility to remove any and all asbestos containing material and dispose of it properly. The Contractor must have a proper license to remove asbestos and provide a copy of said license to the State with the bid package and must pay the appropriate state fees and notify the proper authorities under the proper time frame according to State and Federal law prior to starting abatement. Copies of all paper work and custodial agreements concerning asbestos abatement shall be supplied to the Division of Commerce upon request.

14.1.9 Pricing:

14.1.9.1 The contractor must provide a fixed price for items listed on Exhibit A "Pricing Page". The configuration should include a minimum of 300 sq.ft. of heated and cooled living space. All Reconstruction Projects must comply with U.S. Department of Housing and Urban Development (HUD) requirements.

REQUEST FOR QUOTATION
Reconstruction

- Fixed price includes, but is not limited to, the following requirements:
 - Certified and Engineered Blueprints (1 Bed / 1 Bath, 3 Bed / 1 Bath, 3 Bed / 2 Bath, 4 Bed / 1 Bath, 4 Bed / 2 Bath)
 - Permitting
 - Site preparation, including necessary fill dirt
 - Utilities Disconnect and Reconnect (Plumbing, Sewer, and Electric, Utility pole, etc.)
 - Temporary storage (Can be on or off site)
 - Stick Built Unit (IRC Compliant) Crawlspace Foundation
 - Pad / Foundation preparation
 - Egress, per code requirements
 - Energy Star Appliances (Refrigerator, Stove, Dishwasher, Windows, Hot Water Heater, Heat Pump, Lighting, Clothes Washer, Clothes Dryer)
 - A certificate of occupancy
 - One year warranty on all materials and workmanship
 - A certificate of occupancy is required to be submitted to the Division of Commerce Construction Manager before final payment(s) will be made to the construction contractor.

14.1.9.2 The Contractor may submit an initial invoice for 50% payment, upon the completion of the house framing. The Contractor can submit a final invoice for the remaining 50% of the home and all other site improvements upon completion, which includes a signed Final Inspection and Green Building checklist from the Division of Commerce Construction Manager.

14.1.10 Liquidating Damages:

14.1.10.1 Contractor shall pay liquidated damages in the amount of \$500.00 per day if the project is not completed within 120 days from the date the Notification to Proceed was issued, plus a one-time fixed cost of \$1,250.00 for Commerce Legal review for work not completed after 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.

EXAMPLE 8 INCH COURSE ELEVATION DIAGRAM

