



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

# Request for Quotation

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|------------|
| RFQ NUMBER |
| ADJ09003   |

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| PAGE |
| 1    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| JOHN ABBOTT                             |
| 304-558-2544                            |

RFQ COPY

**T.A. Gorman, INC**  
 1030 Balavia Farm Road  
 Baltimore, MD 21237

**WV AIR NATIONAL GUARD**  
 ADJUTANT GENERAL'S DEPARTMENT  
 EASTERN WV REGIONAL AIRPORT  
 222 SABRE JET BLVD-167 AW/CES  
 MARTINSBURG, WV  
 25401

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>02/10/2009</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **03/12/2009** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001   | 1        | LS  |          | 031-06      |            |        |
| <p><b>HVAC &amp; ELECTRICAL INSTALLATION</b></p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE ELECTRICAL AND LIGHTING, &amp; HVAC SYSTEMS AT THE MARTINSBURG WV ARMY NATIONAL GUARD, PER THE SPECIFICATIONS.</p> <p>OPTIONAL ON-SITE PRE-BID: 02/26/2009; 12:00 NOON<br/>           WVARNG<br/>           222 SABRE JET BLVD.<br/>           MARTINSBURG, WV 25404</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> |          |     |          |             |            |        |

**RECEIVED**

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PURCHASING DIVISION  
 STATE OF WV

|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                           |                                   |  |
| SIGNATURE<br><i>Stephen L. Bode</i>       | TELEPHONE<br>304-260-0935 | DATE<br>3/10/09                   |  |
| TITLE<br>Vice President                   | FEIN<br>520801058         | ADDRESS CHANGES TO BE NOTED ABOVE |  |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

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 ADJ09003

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JOHN ABBOTT  
 304-558-2544

**RFQ COPY**

VENDOR

TYPE NAME/ADDRESS HERE  
 T.A. Gorman, Inc.  
 1030 Batavia Farm Road  
 Baltimore, MD 21237

SHIP TO

WV AIR NATIONAL GUARD  
 ADJUTANT GENERAL'S DEPARTMENT  
 EASTERN WV REGIONAL AIRPORT  
 222 SABRE JET BLVD-167 AW/CES  
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 25401

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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**CANCELLATION:** THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.

**WAGE RATES:** THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BERKELEY COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

**ARBITRATION:** ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.

**WORKERS' COMPENSATION:** VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

**INSURANCE:** SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.

**BUILDERS RISK INSURANCE:** SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF</p> |          |     |        |             |            |        |

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| <p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| NO. 3 |  |  |           |  |  |  |
| NO. 4 |  |  |           |  |  |  |
| NO. 5 |  |  |           |  |  |  |

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY 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.

.....  
*Stephen J. Poliw*.....SIGNATURE  
*T.A. GORMAN INC.*.....COMPANY  
*3/10/09*.....DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS

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| <p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... <i>T.A. GORMAN INC.</i> .....</p> <p>CONTRACTORS LICENSE NO.: ..... <i>WV 008925</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p> |          |     |        |             |            |        |

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

# Request for Quotation

RFQ NUMBER  
**ADJ09003**

PAGE  
**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

T.A. Gorman, Inc.  
 1030 Batavia Farm Road  
 Baltimore, MD 21237

SHIP TO

WV AIR NATIONAL GUARD  
 ADJUTANT GENERAL'S DEPARTMENT  
 EASTERN WV REGIONAL AIRPORT  
 222 SABRE JET BLVD-167 AW/CES  
 MARTINSBURG, WV  
 25401

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 02/10/2009   |               |          |        |               |

BID OPENING DATE: **03/12/2009** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p><b>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p>REV. 1/2005</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:</b> JOHN ABBOTT-----</p> <p><b>REQ. NO.:</b> ADJ09003-----</p> <p><b>BID OPENING DATE:</b> 03/12/2009-----</p> <p><b>BID OPENING TIME:</b> 1:30 PM-----</p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p style="text-align: center;">-----304 260 09 53----- Steve Bortie-----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</b></p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
**ADJ09003**

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**9**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT  
 304-558-2544**

VENDOR

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T.A. Gorman, Inc.  
 1030 Batavia Farm Road  
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| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>CONCERNING THIS QUOTE:</p> <p style="margin-left: 100px;">----- <i>Steve Borlie</i> -----</p> |          |     |          |             |            |        |
| <p>***** THIS IS THE END OF RFQ ADJ09003 ***** TOTAL:</p>  |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                       |                                   |                 |
|---------------------------------------|-----------------------------------|-----------------|
| SIGNATURE<br><i>Stephen J. Borlie</i> | TELEPHONE<br>304-260-09           | DATE<br>3/10/09 |
| FEIN<br>520801058                     | ADDRESS CHANGES TO BE NOTED ABOVE |                 |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# 167th Airlift Wing MARTINSBURG, WEST VIRGINIA

## DISTRIBUTIVE TRAINING TECHNOLOGY PROJECT (DTTP), HVAC SPECIFICATION

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. The 167th Airlift Wing is located at, Eastern West Virginia Regional Airport-Shepherds Field, Martinsburg, West Virginia. Building 134, room 174 (DTTP Class Room) Lt. Col Rodney E. Neely, Base Civil Engineer (BCE), (304)616-5198 or Major Paul A. Henry, Deputy Base Civil Engineer (DBCE), 304-616-5233 are the Owner's Representative and may be contacted regarding any questions or for job site inspection.
- B. The project consists of installing a TRANE 5-TON, 480 volt, three phase 13 SEER heat pump **OR STATE APPROVED EQUAL** as outlined below **AND** electrical modifications / additions to the DTTP space. Contractor will have 120 calendar days to complete project.

**HVAC system** shall comprise of one TRANE 5-TON, 480 volt , three phase, 13 SEER heat pump; one 5-Ton 480 volt deluxe air handler; 15KW, 480 volt three phase heat package; low pressure, low ambient kit to prevent freezing; approximately 250ft. of copper line set; one Honeywell digital touch screen thermostat; insulated metal duct, supply and return; five each, ten inch supply grills; two each, 24X24 return air grills; emergency over flow catch pan; safety shut down switch; programmable Honeywell steam humidifier and a duct smoke detector and controls.

**Electrical work** ( Attachment A) required will consist of the demolition of existing class room lighting and replacing with the appropriate electrical service to supply nine each, 277 volt 2X4 parabolic 4-lamp (T8) lay-in fixtures. The supply and installation of Twelve each, 20 AMP duplex receptacles, thirteen data raceways installed just above the ceiling (Cable and networking by others). One 30KVA 480 / 120-208 transformer and one 120/208 125 AMP, 30 circuit Square-D panel board & breaker (30 circuit breaker facilitates a 33% future needs requirement); their location will be shown to each contractor during their site visit. Three single pole light switches; one 30 AMP 208 volt twist-lock receptacle, located in the Rack room / closet. one exit light with built in emergency light and battery backup; service conduit and wire to feed new HVAC system; and all needed conduit and wiring to successfully complete project.

#### 1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of electrical and HVAC work with the manufacturer's most current specifications and details.

- B. The contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work. Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of this their contract. The bidder is required to examine carefully the contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied their selves as to the character, quality, and quantity of work to be preformed and materials required to be furnished under the contract.
- C. The contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a HVAC system other than the approved manufacturer must submit for pre-qualification in writing seven (7) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

### 1.03 ADDENDA & INTERPRETATIONS

- A. Every request for such interpretations should be in writing addressed to 167th Airlift Wing, Eastern West Virginia Regional Airport-Shepherds Field, Martinsburg, West Virginia, 25405 Lt. Col Rodney E. Neely, Base Civil Engineer (BCE), (304)616-5198 or Major Paul A. Henry, Deputy Base Civil Engineer (DBCE), 304-616-5233. Consideration must be received at least 7 days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

### 1.04 SUBMITTALS

- A. Prior to starting work, the contractor must submit the following:
  1. Submit a letter of certification from the manufacturer which certifies the contractor / sub-contractor completing the installation is authorized to install the manufacturer's system and lists foremen who have received training from the manufacturer along with the dates training was received.
  2. Contractor shall submit all manufacture material specifications sheets (Cut Sheets) utilizing a completed AF Form 3000 for approval by the Base Civil Engineer prior to usage of the material for each material. All other submittals, to include warranty and inspection reports, shall have a completed AF form 3000 as a cover. A copy of this form is attached.
- B. Upon completion of the installed work, submit copies of the manufacturer's warranty to the Owner prior to final invoicing.

### 1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
- C. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

### 1.06 WORK SEQUENCE

- A. Schedule and execute work to prevent excessive power outages, or disruption to office areas outside of construction. Care should be exercised to provide protection for the interior of the building and to ensure water does not infiltrate penetrations.
- B. Do not disrupt activities in occupied spaces.

### 1.07 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.
  - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

### 1.08 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the specifications / drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building water / weather tight until the discrepancies are resolved.

### 1.09 PRE-CONSTRUCTION CONFERENCE

- A. A NON-Mandatory pre-bid meeting will be held at the job site, a site visit is strongly recommended. Contact the owner's representative if there are any questions.
- B. Prior to bid submittal, the contractor should schedule a job site inspection to observe actual conditions and verify all dimensions.
- C. A Pre-Construction meeting, held at the 167th Airlift wing will be mandatory / scheduled once a signed and approved purchase order has been received but prior to a

written "Notice to Proceed" has been issued. The contractor shall be responsible for publishing the agenda, maintaining and issuing meeting minutes.

## 1.10 TEMPORARY FACILITIES AND CONTROLS

### A. Temporary Utilities:

1. Water, power for construction purposes and lighting are available at the site and will be made available to the contractor.
2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

### B. Temporary Sanitary Facilities

Sanitary facilities will be available at the job site.

### C. Building Site:

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

### D. Security:

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

## 1.11 JOB SITE PROTECTION

- A. The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the construction.
- B. During the contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the buildings roof, either by use of or placement of equipment, storage of debris, or storage of materials.

- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Remove debris at the completion of each day's work and clean drains, if required. At completion, test penetrations to ensure the system is watertight.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

### 1.12 SAFETY

The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

### 1.13 WORKMANSHIP

- A. Applicators installing electrical and HVAC system and related work shall be factory trained and approved by the manufacturer they are representing. Electrical work shall be completed by a licensed electrician, certified to perform work in the state of West Virginia
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

### 1.14 QUALITY ASSURANCE

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.
- B. The applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing HVAC systems.
- C. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times work is in progress.
- D. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the Owner. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the Owner's consideration.
- E. Upon completion of the installation, the applicator shall arrange for an inspection.

### 1.15 WARRANTY

- A. Provide manufacturer's warranty.
- B. Pro-rated System Warranties shall not be accepted.

### 1.16 PAYROLLS AND PAYMENT

- A. Certified payroll will be required. A paper copy of the invoice will be provided to the Contracting Officer and approved before an invoice is processed for payment.
- B. Any work performed or any materials contracted for prior to the receipt of the Owner's Written notice to proceed, shall be at the bidder's risk.
- C. Progress payments- The contractor will make current estimates in writing once each month on AIA Form G702 and G703 on or before the date set by the Owner at the time of starting the work. The progress payment shall be a true estimate of the materials complete in place and the amount of work performed in accordance with the contract during the preceding month and the value thereof figured at the contract unit prices or based on the approved schedule of values. Should there be any doubt of the owner as to the integrity of any part of the completed work, the estimate for that portion will not be allowed modified by the contractor accordingly. Contractor shall submit evidence to document the extent of progress payments as required by the owner. Progress payment will not be made when the total value of the work done since the last estimate amount to less than 10%. From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with article 9 of A201-1997, Supplementary conditions of the state of West Virginia will be deducted and retained by the owner until completion of the entire contract in an acceptable manner. The balance less all previous payments will be certified for payment by the owner.



**BID PROPOSAL**  
**167th Airlift Wing**  
**MARTINSBURG, WEST VIRGINIA**

**DISTRIBUTIVE TRAINING TECHNOLOGY  
PROJECT (DTP), HVAC**

NAME & ADDRESS OF BIDDER

T.A. Gorman, Inc.  
1030 Batavia Farm Road  
Baltimore, MD 21237

PHONE, FAX  
& EMAIL OF BIDDER

Phone: (304) 260-0935  
Fax: (304) 260-0953  
E-Mail: tagstephen@aol.com

BASE BID - HVAC installation : LUMP sum for all labor, materials, and equipment as stipulated in the bidding documents,

written in numbers: \$ 57,900<sup>00</sup>

written in words: Fifty Seven Thousand Nine Hundred Dollars

BASE ALTERNATE - Electrical installation: LUMP sum for all labor, materials, and equipment as stipulated in the bidding documents,

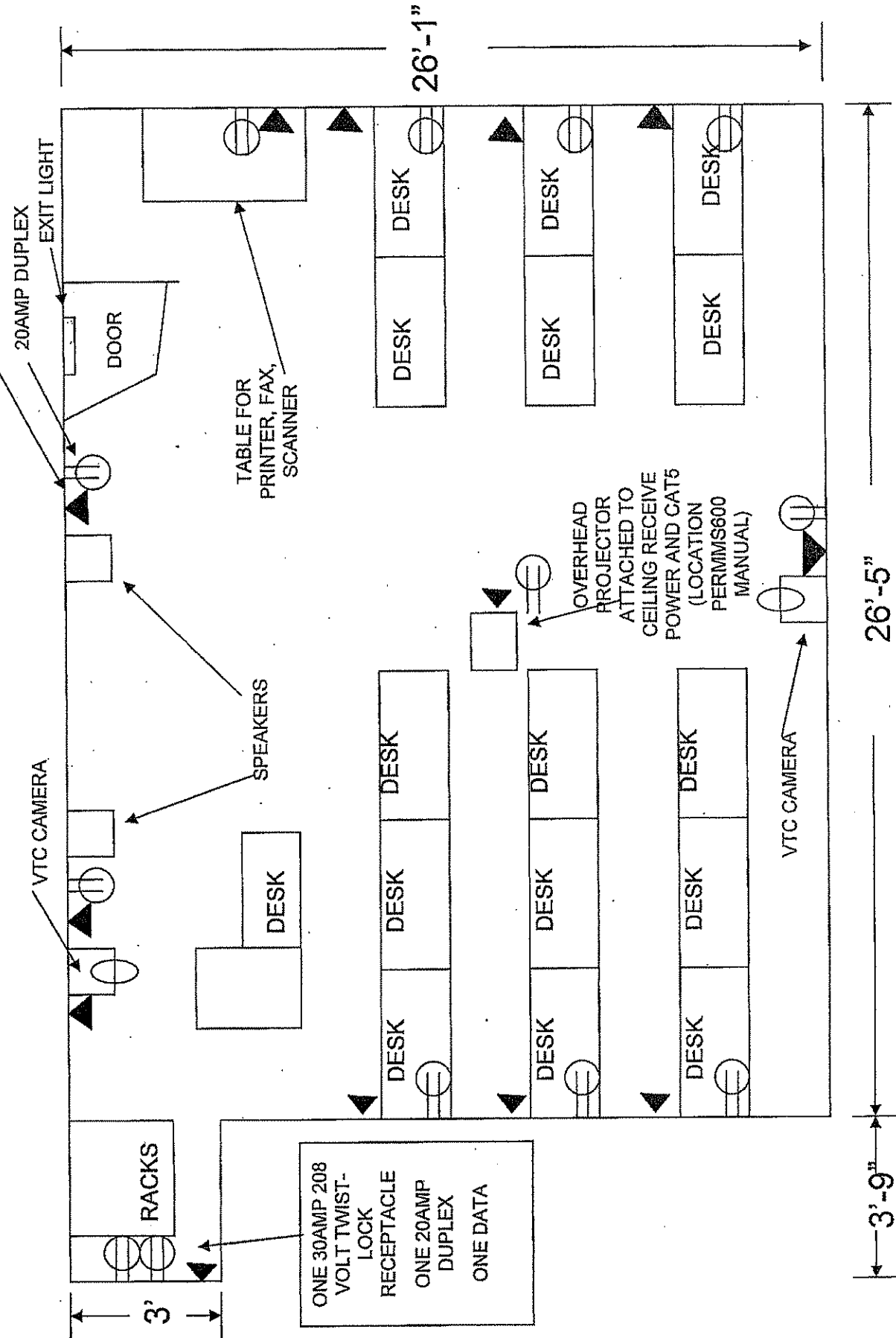
written in numbers: \$ 26,500

written in words: Twenty Six Thousand Five Hundred Dollars

## END OF SPECIFICATION

Scale drawings, preliminary specifications and documentation provided are preliminary and for bid purposes only. The successful bidder is responsible for all building permits, field conditions and compliance with building codes. Preliminary specifications and budgeting parameters are based upon final field inspections and test cuts where applicable and are subject to revisions based upon final field conditions and construction issues. The successful bidder is responsible to conduct their own field tests and construction inspections to assure proper installation and compliance with building codes. No structural analysis has been provided in these preliminary specifications.

# 167TH AIRLIFT WING, MARTINSBURG, WV DTTP CLASSROOM CONFIGURATION



NOT TO SCALE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we T.A. Gorman, Inc.
1030 Batavia Farm Rd.
Baltimore, MD 21237

as Principal, hereinafter called the Principal, and Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Va. ;W.V. Air National Guard
222 Sabre Jet Blvd., Martinsburg, WV 25401

as Obligee hereinafter called the Obligee, in the sum of Five Percent of Total Amount Bid Dollars (5% ),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HVAC and Electrical Work for Training Center
#ADJ09003

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents
with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and
such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then
this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March, 2009.

[Signature of Witness]
(Witness)

T.A. Gorman, Inc.
(Principal) (Seal)

[Signature of Barry K. Fahr]
(Title)
Barry K. Fahr, Vice President

[Signature of Witness]
(Witness)
Kristen L. Meeks- Bond Assistant

Merchants Bonding Company
(Surety) (Seal)

[Signature of Brian D. O'Rourke]
(Title)
Brian D. O'Rourke- , Attorney-in-Fact

# Merchants Bonding Company (Mutual)

## POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Brian O'Rourke, Patrick W. Tracy, Linda A. Senez, Kristen L. Meeks

of Baltimore and State of Maryland its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**EIGHT MILLION (\$8,000,000.00) DOLLARS**

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



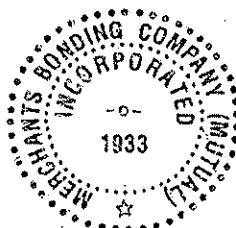
*Cindy Smyth*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr.; Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 12 day of MARCH 2009



*William Warner Jr.*

Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we T.A. Gorman, Inc.
1030 Batavia Farm Rd.
Baltimore, MD 21237

as Principal, hereinafter called the Principal, and Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Va. ;W.V. Air National Guard
222 Sabre Jet Blvd., Martinsburg, WV 25401

as Obligee hereinafter called the Obligee, in the sum of Five Percent of Total Amount Bid Dollars (5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HVAC and Electrical Work for Training Center
#ADJ09003

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents
with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and
such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then
this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March, 2009.

[Signature]
(Witness)

T.A. Gorman, Inc.
(Principal) (Seal)

[Signature]
Barry K. Fahr, Vice President
(Title)

[Signature]
(Witness)

Merchants Bonding Company
(Surety) (Seal)

Kristen L. Meeks- Bond Assistant

[Signature]
Brian D. O'Rourke
(Title)

Brian D. O'Rourke, Attorney-in-Fact

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Brian O'Rourke, Patrick W. Tracy, Linda A. Senez, Kristen L. Meeks

of Baltimore and State of Maryland its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**EIGHT MILLION (\$8,000,000.00) DOLLARS**

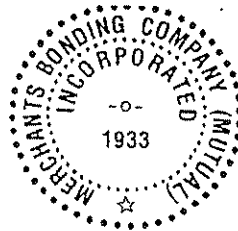
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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MERCHANTS BONDING COMPANY (MUTUAL)

By

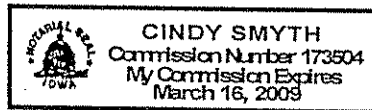
*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 12 day of MARCH 2009



*William Warner Jr.*

Secretary

POA 0001 (1/06)



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

STATE OF WEST VIRGINIA,

COUNTY OF Berkeley, TO-WIT:

I, Stephen L. Borlie, after being first duly sworn, depose and state as follows:

- 1. I am an employee of T.A. Gorman, Inc.; and,  
(Company Name)
- 2. I do hereby attest that T.A. Gorman, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

T.A. Gorman, Inc.  
(Company Name)

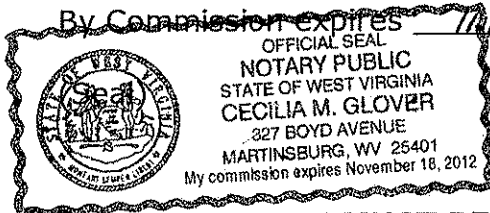
By: *Stephen Borlie*

Title: Vice President

Date: 3/10/09

Taken, subscribed and sworn to before me this 10<sup>th</sup> day of March.

By Commission expires 11/18/12



*Cecilia M. Glover*  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: T.A. GORMAN INC.  
Authorized Signature: Stephen J. Politi Date: 3/10/09