



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  
 GSD126400

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*709043152      304-346-0546  
 ELCO MECHANICAL CONTRACTORS  
 PO BOX 349  
 CHARLESTON WV 25322

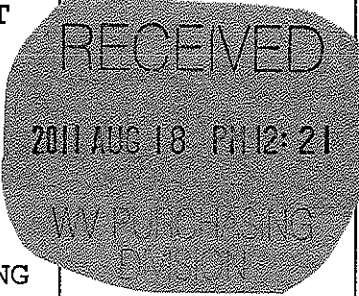
SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FIVE - HIGHWAYS  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/18/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-75		SEE PAGE 4 & 11
<p>ANNUAL CLEANING AND INSPECTION OF FOUR BOILERS, B#5</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR ANNUAL CLEANING AND INSPECTION OF FOUR (4) BOILERS LOCATED IN BUILDING 5 ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/08/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING; INCLUDING THAT MADE DURING SITE VISITS. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ BY FORMAL WRITTEN ADDENDUM ISSUED BY PURCHASING IS BINDING.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: 304-346-0546      DATE: 08/18/2011

TITLE: *[Signature]*      FEIN: 55-0534807      ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.: GSD126400...						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S: NONE RECEIVED						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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						

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<p>INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE            .....            Elco Mechanical Contractors            COMPANY            .....            8/18/2011            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">           DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130         </p>						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: KRISTA FERRELL-FILE 21  RFQ. NO.: GSD126400  BID OPENING DATE: 08/18/2011  BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>Ronald L King</i> -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- 304-346-0548 -----  ***** THIS IS THE END OF RFQ GSD126400 ***** TOTAL: <u>\$45,000<sup>00</sup></u>						

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State of West Virginia  
General Services Division

Annual Boiler Cleaning and Inspection  
Project No. GSD 126400

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**REQUEST FOR QUOTATION #GSD126400**  
**ANNUAL CLEANING AND INSPECTION OF FOUR BOILERS**  
**WV STATE CAPITOL COMPLEX**

Location: West Virginia State Capitol Complex  
1900 Kanawha Blvd, East  
Building Five, 11<sup>th</sup> Floor – Central Steam Plant  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Telephone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.S.Ferrell@wv.gov](mailto:Krista.S.Ferrell@wv.gov)

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for all labor, materials and associated costs to provide annual cleaning and inspection of four boilers located on the 11<sup>th</sup> Floor of Building Five on the Capitol Complex, located at 1900 Kanawha Blvd, East in Charleston, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Contractors should carefully review all documents.

**Site Visit:**

Site visits can be arranged by contacting Roger Wines, Building Maintenance Supervisor for Bldg#5, at (304)382.7905. Bidders shall give at least 24 hours notice to schedule a site visit. No verbal representations provided at any site visit are contractually binding; all questions arising during such visits should be present to the Buyer Supervisor in the State Purchasing Division, per the instructions in the Request for Quotation.

**Scope of Work:**

The work consists of the annual comprehensive cleaning and inspection of the four 600 HP Bryan high pressure boilers located in the Central Steam Plant. The Contractor shall:

1. Clean the interior of the fire chambers on all four units;
2. Check all safety devices on all four units;
3. Inspect all water tubes on all four units;
4. Inspect all burner units on all four units;
5. Inspect all water control valves on all four units;
6. Inspect and flush all mud drums on all four units.

All work to be performed per manufacturer's specifications for annual cleaning and inspection. Following the cleanings and inspections, the Contractor shall furnish a written report indicating all deficiencies found no longer than thirty (30) calendar days after issuance of the Notice to Proceed. The overall costs for all labor, materials and associated costs to perform the cleanings and inspections (inclusive of the creation and submitting of the written deficiencies report) shall be the Base Bid.

This is a fast track project. The Contractor will be expected to begin work immediately upon receipt of the Notice to Proceed. Agency expects to issue Notice to Proceed to Contractor within one (1) business day of receipt of the approved purchase order by the Agency. It is strongly preferred that bidders include a valid email address to which all post-award documentation can be sent to insure expedited management (in the spot indicated on the Bid Form).

The Contractor shall furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. The Contractor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents. The Contractor shall provide all materials to reassemble all boilers upon completion of the inspection and cleaning.

Any equipment contracted for prior to issuance of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

**Documents:**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Attachment 1: GSD126400 Bid Form

**Contract Period:**

State of West Virginia  
General Services Division

Annual Boiler Cleaning and Inspection  
Project No. GSD 126400

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The Contract shall be completed within thirty (30) calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), Contractor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Contractor.

**Definitions:**

- A. "Agency", as herein stated, shall mean The Department of Administration, General Services Division.
- B. "Contractor", as herein stated, shall mean the vendor or service organization contracted by these specifications.
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Agency Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as herein stated in these Contract Documents shall refer to the General Services Division.

**Payment:**

Upon completion of the Contract, the Contractor shall submit one invoice. The invoice shall be signed in blue ink. Deliver invoice to:

General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-68  
Charleston, West Virginia 25305

All work shall be inspected and approved prior to payment. Contractor shall submit certified payrolls with the invoice.

**General Conditions:**

1. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
2. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this

State of West Virginia  
General Services Division

Annual Boiler Cleaning and Inspection  
Project No. GSD 126400

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Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

3. Contractor shall be responsible for parts and materials as follows:
- a) The Contractor shall supply all tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this Contract.
  - b) Contractor shall furnish a warranty of a minimum twelve (12) months for labor and materials, or the manufacturer's warranty for materials, whichever is longer.

**Inspection Report:**

Inspection report, indicating all necessary repairs, shall be emailed to the following:

[David.k.parsons@wv.gov](mailto:David.k.parsons@wv.gov)

[Roger.g.wines@wv.gov](mailto:Roger.g.wines@wv.gov)

[Robert.p.kilpatrick@wv.gov](mailto:Robert.p.kilpatrick@wv.gov)

Report should come in a format able to be edited (preferably a Microsoft Word document), and shall clearly be itemized by boiler. It shall include estimates of both the quantity of labor hours and the materials costs for all repairs that are needed.

**Final Inspection:**

The final inspection will be conducted by a Project Manager from the General Services Division, Operations and Maintenance Section.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final acceptance does not waive or release Contractor to conform to the Contract Documents.

Final payment shall not be made until all work is finally accepted.

**Limits of Work**

Work areas will be limited to those spaces required for access to the Central Steam Plant.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the GSD Building Manager.

Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and



otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to Capitol work areas and loading dock access.

### **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. The Contractor shall coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

### **Contractor Schedule:**

The Contractor shall provide overall project schedule within twenty-four (24) hours of receipt of the Notice to Proceed by email to the three parties listed above.

The Contractor shall provide a proposed construction schedule indicating areas to be worked. Where coordination or disruption of occupants may be required, provide advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate with through Project Manager.

### **Waste Removal**

Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

### **Contractor Visitor Badges**

Building Five is a secure facility. The Contractor shall provide a list of all personnel working on this project within twenty-four (24) hours of receipt of the Notice to Proceed.

This list shall include a copy of a valid driver's license or other legal identification and include date of birth. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

### **Work Restrictions:**

Work shall be generally performed inside the existing building during normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. However, Agency shall coordinate with Contractor to allow for additional hours to be worked, if necessary and requested by the Contractor, to accommodate the expedited project schedule.

This is a non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

**Parking**

No parking is available on the project site. Parking in non-designated areas is not permitted. A limited number of spaces will be allocated for contractor's vehicles near the project site. Parking for Contractor's personnel will be available in the designated contractor's parking area near Laidley Field. Provisions will be made for locating refuse dumpsters if required by the project. Use of loading dock areas for parking is strictly prohibited.

With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Vehicles not necessary for conduct of work shall be removed from site within one-half hour.

**Building Access**

The site is available from 7:00 am to 5:00 pm. Extended work hours may be acceptable if approved by the Agency. This building is a secure location. Building will have simultaneous construction and maintenance projects occurring during the life of this contract. Access to the building shall be coordinated with the Agency. Contractor shall not leave open doors unattended and shall close doors when not in use.

**Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

**Safety:**

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by Agency Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

The Contractor shall notify Agency if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the Agency under a separate contract.

**Hot Work Permit:**

The Contractor shall obtain Agency's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Agency will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**Workmanship:**

The Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

**GENERAL SERVICES DIVISION**  
**Annual Boilers Cleaning and Inspection**  
**WV State Capitol Complex**  
**BID OR PROPOSAL**

ELCO MECHANICAL CONTRACTORS

NAME OF BIDDER

P.O. Box 349 CHARLESTON, WV 25322

ADDRESS OF BIDDER

304-346-0546

PHONE NUMBER

WV 002087

WV CONTRACTOR'S LICENSE NUMBER

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

**BASE BID:** All labor, materials and equipment to perform annual cleaning and inspection of four boilers in Building Five, inclusive of a written report.

**BASE BID AMOUNT (A)**

Forty Five Thousand AND  $\frac{00}{100}$  Dollars

(\$ 45,000.00 )

(Total to be written in figures and words.)

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 30 consecutive calendar days following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$1000.00 per day.

No work shall be performed prior to receipt of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

RESPECTFULLY SUBMITTED:

DATE: 08/18/2011

WV VENDOR NUMBER: 709043152

BY: 

(Signature in ink)

TITLE: President

FIRM NAME: ELCO MECHANICAL CONTRACTORS

ADDRESS: P.O. Box 349

CITY/STATE/ZIP: CHARLESTON, WV 25322

CONTACT PERSON: Ronald L King

CONTACT PHONE: 304-346-0546

CONTACT FAX: 304-346-0548

CONTACT EMAIL: RONALDKING@SUDDENLINKMAIL.COM



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

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, Ronald L King, after being first duly sworn, depose and state as follows:

- 1. I am an employee of ELCO MECHANICAL CONTRACTORS; and,  
(Company Name)
- 2. I do hereby attest that ELCO MECHANICAL CONTRACTORS  
(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.

ELCO MECHANICAL CONTRACTORS  
(Company Name)

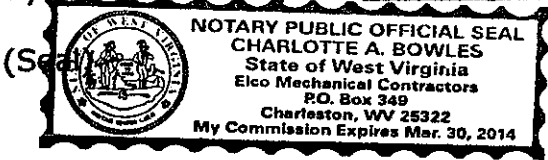
By: Ronald L King

Title: PROJECT MANAGER

Date: 08/10/2011

Taken, subscribed and sworn to before me this 10<sup>th</sup> day of August 2011.

By Commission expires 3-30-2014



Charlotte A. Bowles  
(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.**

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: ELCO MECHANICAL CONTRACTORS

Signed: [Signature]

Date: 8/18/2011

Title: [Signature]

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

GSD126400

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: ELCO MECHANICAL CONTRACTORS

Authorized Signature: [Signature] Date: 8/18/2011

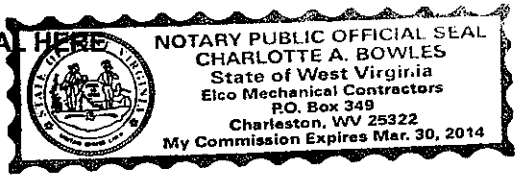
State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of August, 2011.

My Commission expires 3-30, 2014.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]