



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 259815

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0506

Vendor ID: 000000205033

SO Doc ID: CME1700000001

Legal Name: PRAY CONSTRUCTION CO

Published Date: 11/29/16

Alias/DBA:

Close Date: 12/20/16

Total Bid: \$62,725.00

Close Time: 13:30

Response Date: 12/20/2016

Status: Closed

Response Time: 12:09

Solicitation Description: Addendum No. 2 - OCME Autopsy Table RFQ

Total of Header Attachments: 1

Total of All Attachments: 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	General Construction, Material, and Labor				\$8,394.26

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :	Section 8. General Construction, Material, and Labor
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Construction Barrier & Clean-up				\$3,149.63

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :	Section 8. Construction Barrier & Clean-up
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Plumbing Material & Labor				\$14,775.87

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :	Section 8. Plumbing Material & Labor
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Mechanical Material & Labor				\$19,379.18

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :	Section 8. Mechanical Material & Labor
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	TAB and Duct Cleaning Material & Labor				\$11,703.83

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :	Section 8. TAB and Duct Cleaning Material & Labor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Electrical Material & Labor				\$5,322.23

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :	Section 8. Electrical Material & Labor



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

State of West Virginia  
Request for Quotation  
26 — Medical

Proc Folder: 259815

Doc Description: OCME Autopsy Table RFQ

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-25	2016-12-20 13:30:00	CRFQ 0506 CME1700000001	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources Operations Division to establish a contract for the installation of an autopsy table for the West Virginia Chief Medical Examiner located at 619 Virginia Street West Charleston, WV 25302.

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110  CHARLESTON WV25301  US	PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W  CHARLESTON WV 25302  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	General Construction, Material, and Labor				

Comm Code	Manufacturer	Specification	Model #
72121100			

## Extended Description :

Section 8. General Construction, Material, and Labor

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110  CHARLESTON WV25301  US	PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W  CHARLESTON WV 25302  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Barrier & Clean-up				

Comm Code	Manufacturer	Specification	Model #
72121100			

## Extended Description :

Section 8. Construction Barrier &amp; Clean-up

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV25301 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Plumbing Material & Labor				

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :  
Section 8. Plumbing Material & Labor

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV25301 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Mechanical Material & Labor				

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :  
Section 8. Mechanical Material & Labor

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV25301 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TAB and Duct Cleaning Material & Labor				

Comm Code	Manufacturer	Specification	Model #
72121100			

**Extended Description :**

Section 8. TAB and Duct Cleaning Material & Labor

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OPERATIONS/PURCHASING ONE DAVIS SQUARE, FIRST FLOOR, RM 110 CHARLESTON WV25301 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Electrical Material & Labor				

Comm Code	Manufacturer	Specification	Model #
72121100			

**Extended Description :**

Section 8. Electrical Material & Labor

CME1700000001	<b>Document Phase</b> Draft	<b>Document Description</b> OCME Autopsy Table RFQ	<b>Page 5</b> .
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#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

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

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

West Virginia Chief Medical Examiner located at 619 Virginia Street West  
Charleston, WV 25302

November 10, 2016 at 10:00 AM EST

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

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

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

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

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

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

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

Question Submission Deadline: November 29, 2016 at 9:00 AM EST

Submit Questions to: Jessica Chambers  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Jessica.S.Chambers@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

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



The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

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

SEALED BID:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)

- ☐ Technical  
☐ Cost

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

Bid Opening Date and Time: December 20, 2016 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of 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.

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one 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 sixty (60) calendar days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

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

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

☐ **Other:** See attached.

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

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

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

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

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

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the 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 contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

☐ **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.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☒ Workers Compensation Insurance in the amount of \$1,000,000.00

☐

☐

☐

☐

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 above.

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

☒ General Contractors License

☒ HVAC License

☐

☐

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

**8. 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.

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

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_.

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.



**11. 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.

**12. 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.

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

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

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

**15. 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.

**16. 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.

**17. 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.

**18. 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 § 148-1-6.1.e.

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

**20. 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.

**21. COMPLIANCE:** 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**27. 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.

**28. 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.

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

**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. 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.

**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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**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](mailto: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.

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 hearth, 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.



### 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. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Pray Construction Company  
 Contractor's License No. WV - 000650

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a 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 at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid 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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**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 the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

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

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

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

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

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

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

**a. Required Information.** The subcontractor list shall 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.

**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. Submission of Subcontractor List for Solicitations with Additions/Alternates:** If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, **all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review.** A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

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

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



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

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources Operations Division to establish a contract for the installation of an autopsy table for the West Virginia Chief Medical Examiner located at 619 Virginia Street West Charleston, WV 25302.
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 Specification's Manual as defined below.
  - 2.1 **"Construction Services"** means Vendor will provide all labor, material, equipment, supplies and transportation to install additional Mechanical, Electrical, and Plumbing (MEP) systems required for an Owner (Chief Medical Examiner's Office) provided autopsy table, sink and disposer as more fully described in these specifications and the Specifications/Project Manual.
  - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.  
(There will not be a Project Manual of AIA documents associated with this solicitation).
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
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 three (3) projects within the last ten (10) years that involved work similar to that described in the Specifications/Project Manual. 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.

- 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.
- 6. SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 8. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below. The vendor must meet or exceed the following mandatory requirements listed below
  - 8.1** Vendor will provide all labor, material, equipment, supplies and transportation to install additional MEP systems per the drawings provided by the Engineer, ME Consulting Engineers, Inc. and specifications here within, for the Owner.
    - 8.1.1** Vendor shall demo selective plumbing components and make all connections to Owner provided sink to existing, supply lines and sanitary piping.
    - 8.1.2** Vendor shall demo selective mechanical components and make all connections to Owner provided table to existing exhaust system components.
    - 8.1.3** Vendor must engage an Air Systems Cleaning Specialist (ASCS) that is a certified member of the National Air Duct Cleaners Association (NADCA) to

fully clean all Heating, Ventilating, and Air Conditioning (HVAC) air distribution equipment that is altered during construction and installations.

- 8.1.4 Comply with the NADCA Standard for Assessment, Cleaning & Restoration of HVAC System is available for download at:  
<https://nadca.com/resources/standards-publications>
  - 8.1.5 Vendor must engage a certified Testing, Adjusting and Balancing (TAB) contractor to comply with all air balance requirements as specified within the Project Plans.
  - 8.1.6 Vendor shall demo selective electrical components as necessary to install new luminaires, Owner supplied disposer, Ground Fault Circuit Interrupter (GFCI) outlet and make all terminations.
  - 8.1.7 Vendor shall demo selective areas as required to make all necessary connections to existing systems.
  - 8.1.8 Vendor shall not interrupt existing Electrical, HVAC, Gas, Domestic Water, Sewer, Fire Alarm or Sprinkler System unless permitted under the following conditions and after Vendor supplied temporary service.
  - 8.1.9 Vendor must notify the Engineer and Owner no less than two (2) days in advance of said proposed interruption of services.
  - 8.1.10 Vendor shall construct an exhaust duct chase to conceal new work as shown on the Project Plans.
- 8.2 Vendor will provide all critical contamination barriers i.e. wood studs, plywood, 6 Mil plastic, to seal area from non-work area as shown on the Project Plans.
- 8.2.1 Vendor must maintain negative air pressure during construction within work site utilizing High-efficiency particulate air (HEPA) equipped air filtration units.
  - 8.2.2 Vendor must contain all construction waste before transport during construction in tightly covered containers.
  - 8.2.3 Vendor must leave the work area clean and free of debris at the end of each construction shift.
  - 8.2.4 Upon Completion of Project:
    - 8.2.4.1 Vendor must not remove barriers from work area until completed project is inspected by Owner's Safety Department and Infection Prevention & Control Department and thoroughly cleaned by the Environmental Services Department.



8.2.4.2 Vendor must remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.

8.2.4.3 Vendor must vacuum work area with HEPA filtered vacuums and wet mop area with cleaner/disinfectant.

8.2.4.4 Vendor must restore HVAC system where work was performed.

8.3 Vendor must furnish and maintain appropriate restroom facilities while work is being performed.

8.4 Vendor will be allowed to work during the regular work hours of Monday through Friday, 7am to 5pm, unless otherwise directed by Owner.

8.4.1 For further clarification of an Emergency Provision that would interrupt the construction work area, please refer to Section 10.6.

8.5 Vendor shall verify all existing conditions at the mandatory pre-bid meeting.

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.

10. **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:

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

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

10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10.6 During the contracted installation period of the autopsy sink and table at the Office of the Chief Medical Examiner (OCME) for the State of West Virginia, should a mass casualty event occur, the possibility of interrupting the contracted work, specifically,

access to the installation area, exists.

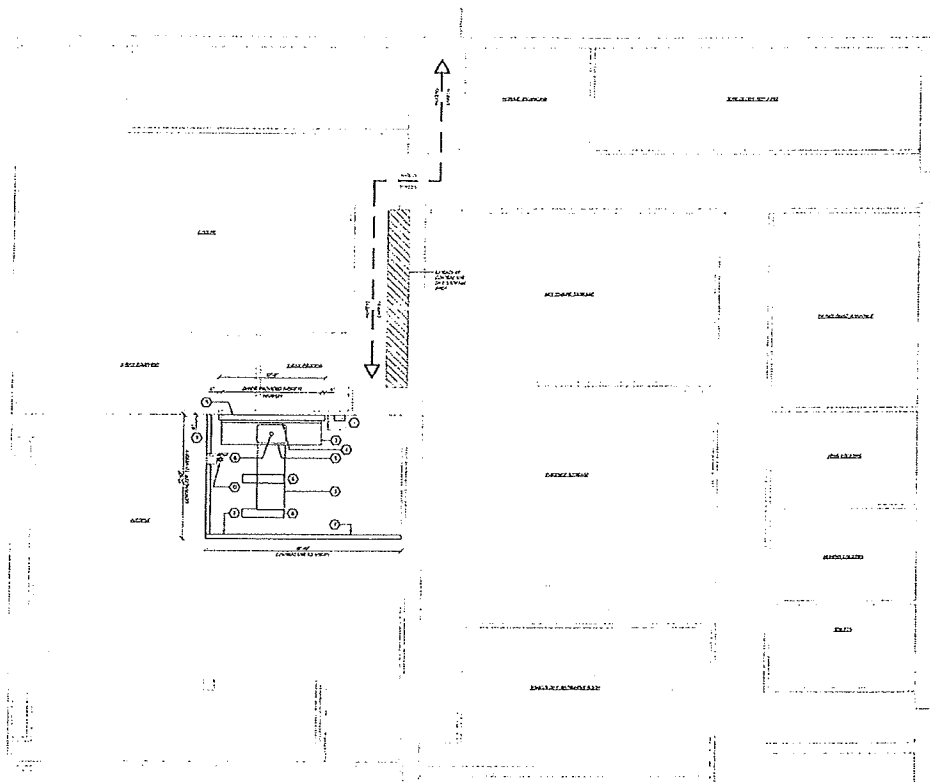
A mass casualty event is defined as any event, whether natural or man-made, which causes an influx of decedents to the OCME that exceeds the normal capacity for storage at the facility. Quantitatively speaking, this would be any single event or combination of events which produces 10 or more casualties that require the decedents to be transported to the OCME facility either in a single day or over several successive days. One example would be the June 2016 flooding events in West Virginia.

Not every mass casualty event would require interference or disruption of access by contractors to the facility. Each event must be individually evaluated to ascertain whether there would be a need to suspend access. This decision would be made by the OCME Administrator in consultation with the Chief Medical Examiner with as much advance notice given to the contractor through approved channels as possible.

#### 11. MISCELLANEOUS:

- a. **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: Mike Hager  
Telephone Number: 304-729-3260  
Fax Number: 304-755-7679  
Email Address: mhager@prayconstruction.com




GENERAL - SCOPE OF WORK PLAN

PLAN NOTES:

1. Existing building to be demolished. Existing building to be demolished.
2. New building to be constructed. New building to be constructed.
3. Existing building to be demolished. Existing building to be demolished.
4. New building to be constructed. New building to be constructed.
5. Existing building to be demolished. Existing building to be demolished.
6. New building to be constructed. New building to be constructed.
7. Existing building to be demolished. Existing building to be demolished.
8. New building to be constructed. New building to be constructed.
9. Existing building to be demolished. Existing building to be demolished.
10. New building to be constructed. New building to be constructed.
11. Existing building to be demolished. Existing building to be demolished.
12. New building to be constructed. New building to be constructed.
13. Existing building to be demolished. Existing building to be demolished.
14. New building to be constructed. New building to be constructed.
15. Existing building to be demolished. Existing building to be demolished.
16. New building to be constructed. New building to be constructed.
17. Existing building to be demolished. Existing building to be demolished.
18. New building to be constructed. New building to be constructed.
19. Existing building to be demolished. Existing building to be demolished.
20. New building to be constructed. New building to be constructed.

NO.	DESCRIPTION	DATE	BY
1	RECEIVING	10/1/10	10/1/10
2	STORAGE	10/1/10	10/1/10
3	PREPARED	10/1/10	10/1/10
4	ANALYSIS	10/1/10	10/1/10
5	RECEIVING	10/1/10	10/1/10
6	STORAGE	10/1/10	10/1/10
7	PREPARED	10/1/10	10/1/10
8	ANALYSIS	10/1/10	10/1/10
9	RECEIVING	10/1/10	10/1/10
10	STORAGE	10/1/10	10/1/10
11	PREPARED	10/1/10	10/1/10
12	ANALYSIS	10/1/10	10/1/10
13	RECEIVING	10/1/10	10/1/10
14	STORAGE	10/1/10	10/1/10
15	PREPARED	10/1/10	10/1/10
16	ANALYSIS	10/1/10	10/1/10
17	RECEIVING	10/1/10	10/1/10
18	STORAGE	10/1/10	10/1/10
19	PREPARED	10/1/10	10/1/10
20	ANALYSIS	10/1/10	10/1/10



**M & E Consulting Engineers, Inc.**

1111 Victory Blvd.  
Albany, NY 12242  
518.486.1010

**WV DHR Medical Examiner's Office**

1111 Victory Blvd.  
Albany, NY 12242  
518.486.1010

**Autopsy Room Table Addition**

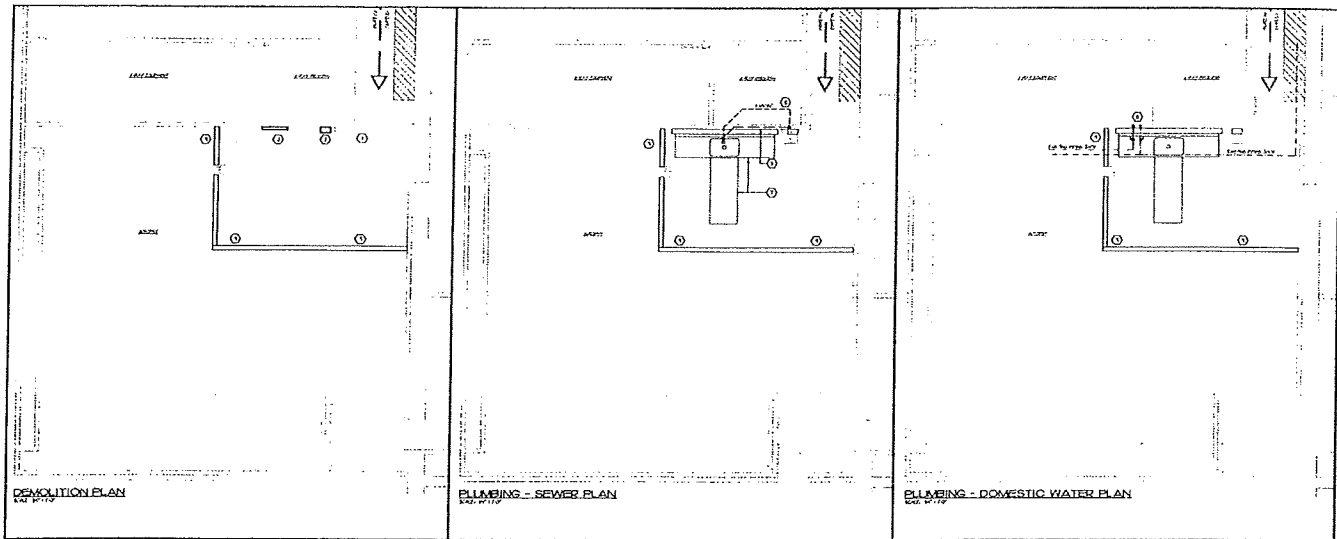
GENERAL SCOPE OF WORK

**61.1**

Page 1 of 2

### DOMESTIC WATER PIPE SPECIFICATION - COPPER


TYPE	SIZE	TEMPERATURE	PRESSURE	MAX. ALLOWABLE WORKING PRESSURE (MAWP)
1	1/2"	120°F	150 PSI	150 PSI
2	3/4"	120°F	150 PSI	150 PSI
3	1"	120°F	150 PSI	150 PSI
4	1 1/4"	120°F	150 PSI	150 PSI
5	2"	120°F	150 PSI	150 PSI
6	2 1/2"	120°F	150 PSI	150 PSI
7	3"	120°F	150 PSI	150 PSI
8	4"	120°F	150 PSI	150 PSI
9	6"	120°F	150 PSI	150 PSI
10	8"	120°F	150 PSI	150 PSI
11	10"	120°F	150 PSI	150 PSI
12	12"	120°F	150 PSI	150 PSI
13	14"	120°F	150 PSI	150 PSI
14	16"	120°F	150 PSI	150 PSI
15	18"	120°F	150 PSI	150 PSI
16	20"	120°F	150 PSI	150 PSI
17	24"	120°F	150 PSI	150 PSI
18	30"	120°F	150 PSI	150 PSI
19	36"	120°F	150 PSI	150 PSI
20	42"	120°F	150 PSI	150 PSI
21	48"	120°F	150 PSI	150 PSI
22	54"	120°F	150 PSI	150 PSI
23	60"	120°F	150 PSI	150 PSI
24	72"	120°F	150 PSI	150 PSI
25	84"	120°F	150 PSI	150 PSI
26	96"	120°F	150 PSI	150 PSI
27	108"	120°F	150 PSI	150 PSI
28	120"	120°F	150 PSI	150 PSI
29	144"	120°F	150 PSI	150 PSI
30	168"	120°F	150 PSI	150 PSI
31	192"	120°F	150 PSI	150 PSI
32	216"	120°F	150 PSI	150 PSI
33	240"	120°F	150 PSI	150 PSI
34	264"	120°F	150 PSI	150 PSI
35	288"	120°F	150 PSI	150 PSI
36	312"	120°F	150 PSI	150 PSI
37	336"	120°F	150 PSI	150 PSI
38	360"	120°F	150 PSI	150 PSI
39	384"	120°F	150 PSI	150 PSI
40	408"	120°F	150 PSI	150 PSI
41	432"	120°F	150 PSI	150 PSI
42	456"	120°F	150 PSI	150 PSI
43	480"	120°F	150 PSI	150 PSI
44	504"	120°F	150 PSI	150 PSI
45	528"	120°F	150 PSI	150 PSI
46	552"	120°F	150 PSI	150 PSI
47	576"	120°F	150 PSI	150 PSI
48	600"	120°F	150 PSI	150 PSI
49	624"	120°F	150 PSI	150 PSI
50	648"	120°F	150 PSI	150 PSI
51	672"	120°F	150 PSI	150 PSI
52	696"	120°F	150 PSI	150 PSI
53	720"	120°F	150 PSI	150 PSI
54	744"	120°F	150 PSI	150 PSI
55	768"	120°F	150 PSI	150 PSI
56	792"	120°F	150 PSI	150 PSI
57	816"	120°F	150 PSI	150 PSI
58	840"	120°F	150 PSI	150 PSI
59	864"	120°F	150 PSI	150 PSI
60	888"	120°F	150 PSI	150 PSI
61	912"	120°F	150 PSI	150 PSI
62	936"	120°F	150 PSI	150 PSI
63	960"	120°F	150 PSI	150 PSI
64	984"	120°F	150 PSI	150 PSI
65	1008"	120°F	150 PSI	150 PSI
66	1032"	120°F	150 PSI	150 PSI
67	1056"	120°F	150 PSI	150 PSI
68	1080"	120°F	150 PSI	150 PSI
69	1104"	120°F	150 PSI	150 PSI
70	1128"	120°F	150 PSI	150 PSI
71	1152"	120°F	150 PSI	150 PSI
72	1176"	120°F	150 PSI	150 PSI
73	1200"	120°F	150 PSI	150 PSI
74	1224"	120°F	150 PSI	150 PSI
75	1248"	120°F	150 PSI	150 PSI
76	1272"	120°F	150 PSI	150 PSI
77	1296"	120°F	150 PSI	150 PSI
78	1320"	120°F	150 PSI	150 PSI
79	1344"	120°F	150 PSI	150 PSI
80	1368"	120°F	150 PSI	150 PSI
81	1392"	120°F	150 PSI	150 PSI
82	1416"	120°F	150 PSI	150 PSI
83	1440"	120°F	150 PSI	150 PSI
84	1464"	120°F	150 PSI	150 PSI
85	1488"	120°F	150 PSI	150 PSI
86	1512"	120°F	150 PSI	150 PSI
87	1536"	120°F	150 PSI	150 PSI
88	1560"	120°F	150 PSI	150 PSI
89	1584"	120°F	150 PSI	150 PSI
90	1608"	120°F	150 PSI	150 PSI
91	1632"	120°F	150 PSI	150 PSI
92	1656"	120°F	150 PSI	150 PSI
93	1680"	120°F	150 PSI	150 PSI
94	1704"	120°F	150 PSI	150 PSI
95	1728"	120°F	150 PSI	150 PSI
96	1752"	120°F	150 PSI	150 PSI
97	1776"	120°F	150 PSI	150 PSI
98	1800"	120°F	150 PSI	150 PSI
99	1824"	120°F	150 PSI	150 PSI
100	1848"	120°F	150 PSI	150 PSI
101	1872"	120°F	150 PSI	150 PSI
102	1896"	120°F	150 PSI	150 PSI
103	1920"	120°F	150 PSI	150 PSI
104	1944"	120°F	150 PSI	150 PSI
105	1968"	120°F	150 PSI	150 PSI
106	1992"	120°F	150 PSI	150 PSI
107	2016"	120°F	150 PSI	150 PSI
108	2040"	120°F	150 PSI	150 PSI
109	2064"	120°F	150 PSI	150 PSI
110	2088"	120°F	150 PSI	150 PSI
111	2112"	120°F	150 PSI	150 PSI
112	2136"	120°F	150 PSI	150 PSI
113	2160"	120°F	150 PSI	150 PSI
114	2184"	120°F	150 PSI	150 PSI
115	2208"	120°F	150 PSI	150 PSI
116	2232"	120°F	150 PSI	150 PSI
117	2256"	120°F	150 PSI	150 PSI
118	2280"	120°F	150 PSI	150 PSI
119	2304"	120°F	150 PSI	150 PSI
120	2328"	120°F	150 PSI	150 PSI
121	2352"	120°F	150 PSI	150 PSI
122	2376"	120°F	150 PSI	150 PSI
123	2400"	120°F	150 PSI	150 PSI
124	2424"	120°F	150 PSI	150 PSI
125	2448"	120°F	150 PSI	150 PSI
126	2472"	120°F	150 PSI	150 PSI
127	2496"	120°F	150 PSI	150 PSI
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131	2592"	120°F	150 PSI	150 PSI
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134	2664"	120°F	150 PSI	150 PSI
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145	2928"	120°F	150 PSI	150 PSI
146	2952"	120°F	150 PSI	150 PSI
147	2976"	120°F	150 PSI	150 PSI
148	3000"	120°F	150 PSI	150 PSI
149	3024"	120°F	150 PSI	150 PSI
150	3048"	120°F	150 PSI	150 PSI
151	3072"	120°F	150 PSI	150 PSI
152	3096"	120°F	150 PSI	150 PSI
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154	3144"	120°F	150 PSI	150 PSI
155	3168"	120°F	150 PSI	150 PSI
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158	3240"	120°F	150 PSI	150 PSI
159	3264"	120°F	150 PSI	150 PSI
160	3288"	120°F	150 PSI	150 PSI
161	3312"	120°F	150 PSI	150 PSI
162	3336"	120°F	150 PSI	150 PSI
163	3360"	120°F	150 PSI	150 PSI
164	3384"	120°F	150 PSI	150 PSI
165	3408"	120°F	150 PSI	150 PSI
166	3432"	120°F	150 PSI	150 PSI
167	3456"	120°F	150 PSI	150 PSI
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171	3552"	120°F	150 PSI	150 PSI
172	3576"	120°F	150 PSI	150 PSI
173	3600"	120°F	150 PSI	150 PSI
174	3624"	120°F	150 PSI	150 PSI
175	3648"	120°F	150 PSI	150 PSI
176	3672"	120°F	150 PSI	150 PSI
177	3696"	120°F	150 PSI	150 PSI
178	3720"	120°F	150 PSI	150 PSI
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186	3912"	120°F	150 PSI	150 PSI
187	3936"	120°F	150 PSI	150 PSI
188	3960"	120°F	150 PSI	150 PSI
189	3984"	120°F	150 PSI	150 PSI
190	4008"	120°F	150 PSI	150 PSI
191	4032"	120°F	150 PSI	150 PSI
192	4056"	120°F	150 PSI	150 PSI
193	4080"	120°F	150 PSI	150 PSI
194	4104"	120°F	150 PSI	150 PSI
195	4128"	120°F	150 PSI	150 PSI
196	4152"	120°F	150 PSI	150 PSI
197	4176"	120°F	150 PSI	150 PSI
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199	4224"	120°F	150 PSI	150 PSI
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202	4296"	120°F	150 PSI	150 PSI
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204	4344"	120°F	150 PSI	150 PSI
205	4368"	120°F	150 PSI	150 PSI
206	4392"	120°F	150 PSI	150 PSI
207	4416"	120°F	150 PSI	150 PSI
208	4440"	120°F	150 PSI	150 PSI
209	4464"	120°F	150 PSI	150 PSI
210	4488"	120°F	150 PSI	150 PSI
211	4512"	120°F	150 PSI	150 PSI
212	4536"	120°F	150 PSI	150 PSI
213	4560"	120°F	150 PSI	150 PSI
214	4584"	120°F	150 PSI	150 PSI
215	4608"	120°F	150 PSI	150 PSI
216	4632"	120°F	150 PSI	150 PSI
217	4656"	120°F	150 PSI	150 PSI
218	4680"	120°F	150 PSI	150 PSI
219	4704"	120°F	150 PSI	150 PSI
220	4728"	120°F	150 PSI	150 PSI
221	4752"	120°F	150 PSI	150 PSI
222	4776"	120°F	150 PSI	150 PSI
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225	4848"	120°F	150 PSI	150 PSI
226	4872"	120°F	150 PSI	150 PSI
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232	5016"	120°F	150 PSI	150 PSI
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234	5064"	120°F	150 PSI	150 PSI
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236	5112"	120°F	150 PSI	150 PSI
237	5136"	120°F	150 PSI	150 PSI
238	5160"	120°F	150 PSI	150 PSI
239	5184"	120°F	150 PSI	150 PSI
240	5208"	120°F	150 PSI	150 PSI
241	5232"	120°F	150 PSI	150 PSI
242	5256"	120°F	150 PSI	150 PSI
243	5280"	120°F	150 PSI	150 PSI
244	5304"	120°F		



**PLAN NOTES:**

1. EXISTING TOILET AND SINK TO REMAIN. NEW TOILET AND SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
2. EXISTING SINK TO REMAIN. NEW SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
3. EXISTING TOILET AND SINK TO REMAIN. NEW TOILET AND SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
4. EXISTING SINK TO REMAIN. NEW SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
5. EXISTING TOILET AND SINK TO REMAIN. NEW TOILET AND SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
6. EXISTING SINK TO REMAIN. NEW SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
7. EXISTING TOILET AND SINK TO REMAIN. NEW TOILET AND SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
8. EXISTING SINK TO REMAIN. NEW SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
9. EXISTING TOILET AND SINK TO REMAIN. NEW TOILET AND SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.
10. EXISTING SINK TO REMAIN. NEW SINK TO BE INSTALLED AS SHOWN ON THIS PLAN.

Summary of Changes	
NO. OF CHANGES	10
NO. OF REVISIONS	0
NO. OF COMMENTS	0
NO. OF APPROVALS	0
NO. OF REVISIONS	0
NO. OF COMMENTS	0
NO. OF APPROVALS	0
NO. OF REVISIONS	0
NO. OF COMMENTS	0
NO. OF APPROVALS	0



**W. D. H. R. Medical Examiner's Office**

**Autopsy Room Table Addition**

**PLUMBING PLANS AND DEMOLITION PLAN**

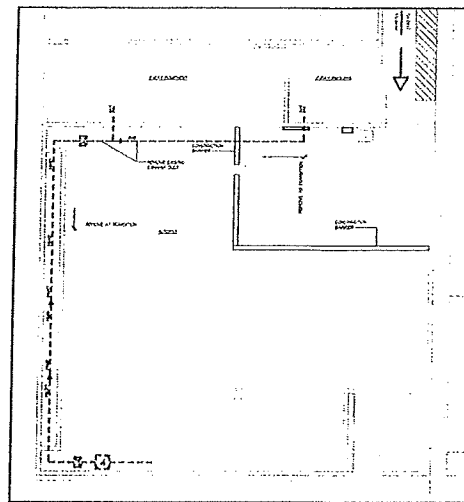
**P.I.I.**

**M & Consulting Engineers, Inc.**

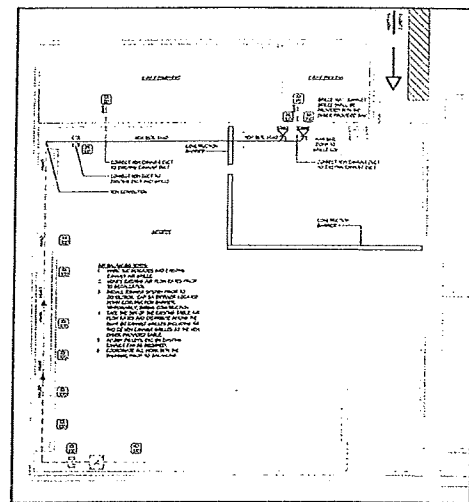
1111 Highway 101  
Liberty, WV 25119  
204.343.1000

200 Virginia Street, Third Floor  
Charleston, WV





DEMOLITION - MECHANICAL HVAC PLAN  
SHEET 14 OF 17

MECHANICAL - HVAC PLAN  
10-21-77

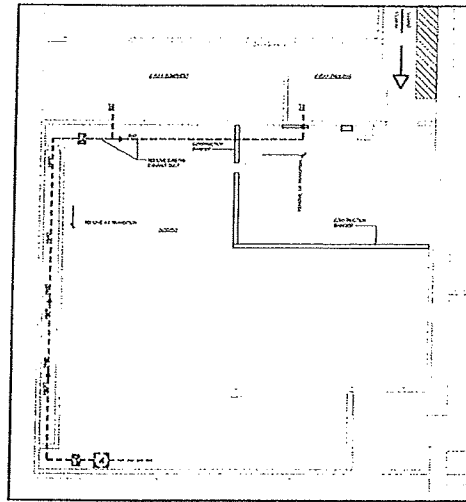
INTERVIEW OF CAROLINE S. KYLE

SUBJECT: MURDER OF JAMES EARL RAY  
RE: OFFICE OF ATTORNEY GENERAL

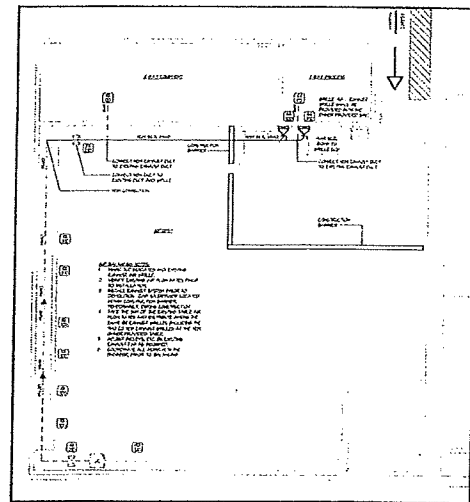
1. WASHINGTON FIELD  
2. THE ALIENS IN THE  
3. RAY'S FBI  
4. RAY'S FBI  
5. RAY'S FBI  
6. RAY'S FBI

THE FOLLOWING IS A SUMMARY OF THE INTERVIEW OF CAROLINE S. KYLE, ATTORNEY GENERAL, ON THE SUBJECT OF THE MURDER OF JAMES EARL RAY, ON THE SUBJECT OF THE MURDER OF JAMES EARL RAY, ON THE SUBJECT OF THE MURDER OF JAMES EARL RAY.

	<p><b>M &amp; E Consulting Engineers, Inc.</b></p> <p>114 Kew-Forest Rd. Larchmont, NY 10538 914/833-1277</p>	<p><b>WV DHHR Medical Examiner's Office</b></p> <p>114 Kew-Forest Rd. Larchmont, NY 10538 914/833-1277</p>	<p><b>Autopsy Room Table Addition</b></p>	<p><b>MECHANICAL HVAC PLAN</b></p>
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DEMOLITION - MECHANICAL HVAC PLAN  
DATE 10-1-79



MECHANICAL - HVAC PLAN  
DATE 10-1-79

MECHANICAL  
HVAC PLAN  
DATE 10-1-79



**M & Consulting Engineers, Inc.**  
118 N. Main St.  
Liberty, MO 64019  
316-789-1122

WV D-HR Medical  
Examiner's Office  
100 Virginia Street, West  
Charleston, WV

Autopsy Room  
Table Addition

MECHANICAL  
HVAC PLAN

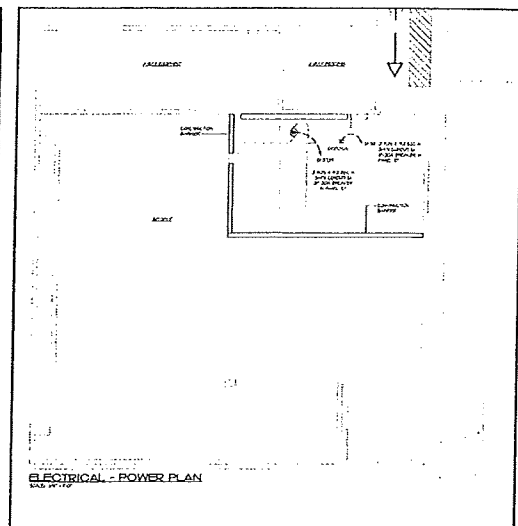
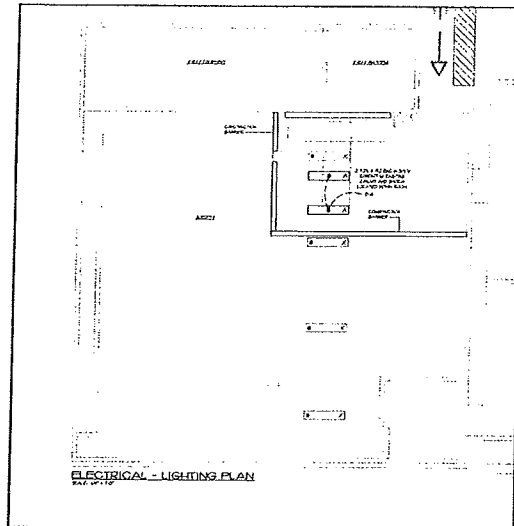
MLI  
Page 1 of 1



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PT	DATE
ADDRESS	
CITY	
STATE	
ZIP	
EO.1	





M & Consulting Engineers, Inc.  
118 Albany St.  
Albany, NY 12242  
518.339.7077

**M & Consulting Engineers, Inc.**

118 Albany St.  
Albany, NY 12242  
518.339.7077

WV DHR Medical Examiner's Office  
400 Virginia Street, West Charleston, WV

Autopsy Room Table Addition

ELECTRICAL LIGHTING AND POWER PLAN

REVISIONS:  
1. 10/1/10  
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E.I.

Page 1

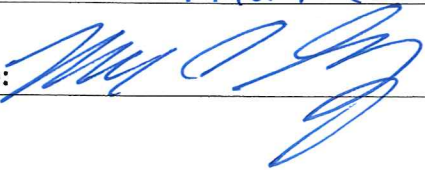
**Exhibit A**  
**Pricing Page**

Contract Item #	Description	Unit Price
Section 8	General Construction, Material, and Labor	8,394.26
Section 8	Construction Barrier & Clean-up	3,149.63
Section 8	Plumbing Material & Labor	14,775.87
Section 8	Mechanical Material & Labor	19,379.18
Section 8	TAB and Duct Cleaning Material & Labor	11,703.83
Section 8	Electrical Material & Labor	5,322.23
	Total Lump Sum Cost	62,725.00

\* Installation of an autopsy table for the West Virginia Chief Medical Examiner

Contract will be awarded to the Vendor meeting the required specifications for the lowest overall Total Price.

**Vendor Section (Complete all fields):**

Vendor Name:	Pray Construction Company	
Physical Address:	10331 Teays Valley Rd Scott Depot WV 25560	
Remit To Address:	10331 Teays Valley Rd Scott Depot, WV 25560	
Telephone:	304-755-4944	
Fax:	304-755-7679	
E-mail:	mgrigsby@prayconstruction.com	
Vendor Representative:	Mack O. Grigsby	
Signature:		Date: 12-20-16

WV-75  
Created 07/18/12



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Mark O Geigsby, after being first duly sworn, depose and state as follows:

1. I am an employee of Pray Construction Company; and,  
(Company Name)
2. I do hereby attest that Pray Construction Company  
(Company Name)

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

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

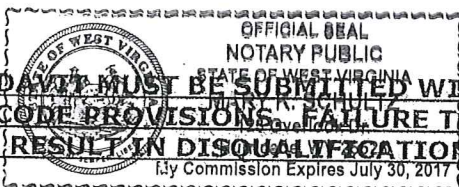
Printed Name: Mark O Geigsby  
Signature: [Signature]  
Title: President  
Company Name: Pray Construction Company  
Date: 12-20-16

Taken, subscribed and sworn to before me this 20<sup>th</sup> day of December, 2016.

By Commission expires July 30, 2017

(Seal)

Mary K Schultz  
(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.**

## BJD BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
 RFQ/RFP# (B) \_\_\_\_\_

- Bid Bond**
- KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
 (C) \_\_\_\_\_ of (D) \_\_\_\_\_, (E) \_\_\_\_\_  
 as Principal, and (F) \_\_\_\_\_ of (G) \_\_\_\_\_,  
 (H) \_\_\_\_\_, a corporation organized and existing under the laws  
 of the State of (I) \_\_\_\_\_ with its principal office in the City of  
 (J) \_\_\_\_\_, as Surety, are held and firmly bound unto The State  
 of West Virginia, as Oblige, in the penal sum of (K) \_\_\_\_\_  
 (\$ (L) \_\_\_\_\_) for the payment of which, well and truly to be made,  
 we jointly and severally bind ourselves, our heirs, administrators, executors,  
 successors and assigns.
- The Condition of the above obligation is such that whereas the Principal has submitted to  
 the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto  
 and made a part hereof to enter into a contract in writing for \_\_\_\_\_  
 (M) \_\_\_\_\_
- NOW THEREFORE
- (a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in  
 accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance  
 required by the bid or proposal, and shall in all other respects perform the agreement created by the  
 acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall  
 remain in full force and effect. It is expressly understood and agreed that the liability of the Surety  
 for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as  
 herein stated.
- The Surety for value received, hereby stipulates and agrees that the obligations of said  
 Surety and its bond shall be in no way impaired or affected by any extension of time within which the  
 Oblige may accept such bid and said Surety does hereby waive notice of any such extension.
- WITNESS, the following signatures and seals of Principal and Surety, executed and  
 sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an  
 individual, the (N) \_\_\_\_\_ day of (O) \_\_\_\_\_, 20 (P) \_\_\_\_\_.
- Principal Seal \_\_\_\_\_  
 (R) \_\_\_\_\_  
 By \_\_\_\_\_ (S) \_\_\_\_\_  
 (Must be President, Vice President, or  
 Duly Authorized Agent)
- \_\_\_\_\_  
 Title
- Surety Seal \_\_\_\_\_  
 (U) \_\_\_\_\_  
 \_\_\_\_\_ (V) \_\_\_\_\_  
 (Name of Surety)
- \_\_\_\_\_  
 Attorney-in-Fact
- (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 (B) Request for Quotation Number (upper right  
 corner of page #1)  
 (C) Your Business Entity Name (or Individual  
 Name if Sole Proprietor)  
 (D) City, Location of your Company  
 (E) State, Location of your Company  
 (F) Surety Corporate Name  
 (G) City, Location of Surety  
 (H) State, Location of Surety  
 (I) State of Surety Incorporation  
 (J) City of Surety's Principal Office  
 (K) Minimum amount of acceptable bid bond is  
 5% of total bid. You may state "5% of bid"  
 or a specific amount on this line in words.  
 (L) Amount of bond in numbers  
 (M) Brief Description of scope of work  
 (N) Day of the month  
 (O) Month  
 (P) Year  
 (Q) Name of Business Entity (or Individual Name  
 if Sole Proprietor)  
 (R) Seal of Principal  
 (S) Signature of President, Vice President, or  
 Authorized Agent  
 (T) Title of Person Signing for Principal  
 (U) Seal of Surety  
 (V) Name of Surety  
 (W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal  
 must accompany this bid bond.

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to transact surety  
 insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency \_\_\_\_\_  
 REQ.P.O# \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
 of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
 of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
 of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### NOW THEREFORE,

- (a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
 way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby  
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
 Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal

\_\_\_\_\_  
 (Name of Principal)

By \_\_\_\_\_  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

\_\_\_\_\_  
 (Title)

Surety Seal

\_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
 must attach a power of attorney with its seal affixed.**



**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.

P. Beall, ESTIMATOR  
 (Name, Title)  
Patrick Beall Estimator  
 (Printed Name and Title)  
10331 Teays Valley Rd Scott Depot WV 25560  
 (Address)  
304-755-4944 / 304-755-7679  
 (Phone Number) / (Fax Number)  
pbeall@prayconstruction.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.

Pray Construction Company  
 (Company)

Mark O. Grigsby, President  
 (Authorized Signature) (Representative Name, Title)

Mark O. Grigsby President  
 (Printed Name and Title of Authorized Representative)

12-20-16  
 (Date)

304-755-4944 / 304-755-7679  
 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

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

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

- ☐ Addendum No. 6  
☐ Addendum No. 7  
☐ Addendum No. 8  
☐ Addendum No. 9  
☐ Addendum No. 10

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

Mark D Geigsby  
 Company

[Signature]  
 Authorized Signature

12-20-16  
 Date

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pray Construction Company

Authorized Signature: [Signature] Date: 12-20-16

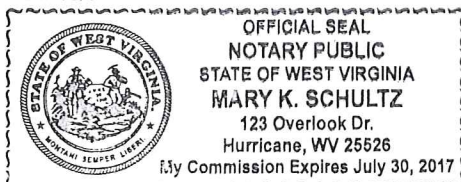
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 20 day of December, 2016.

My Commission expires July 30, 2017.

**AFFIX SEAL HERE**



NOTARY PUBLIC

[Signature: Mary K. Schultz]

Purchasing Affidavit (Revised 08/01/2015)



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pray Construction Company  
of Scott Depot, WV, as Principal, and Travelers Casualty and Surety Company of America  
of Hartford, CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
CRFQ 0506 CME1700000001 OCME Autopsy Table - According to Plans and Specifications

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 20th day of December, 2016.

Principal Seal

Pray Construction Company

(Name of Principal)

By

(Must be President, Vice President, or  
Duly Authorized Agent)

President

(Title)

Surety Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

By:

Kimberly J. Wilkinson

Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227294

Certificate No. 006772752

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moye, Allan L. McVey, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of May, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 5th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000650

Classification:

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

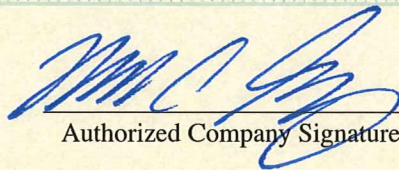
PRAY CONSTRUCTION COMPANY  
DBA PRAY CONSTRUCTION COMPANY  
10331 TEAYS VALLEY ROAD  
SCOTT DEPOT, WV 25560


Date Issued

Expiration Date

AUGUST 06, 2016

AUGUST 06, 2017

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.