



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

State of West Virginia
 Request for Quotation

Proc Folder: 520330

Doc Description: Bldg. 6, 3rd Floor Installation of Walls, Doors and Painting

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-19	2018-12-12 13:30:00	CRFQ 0402 EDD1900000005	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:

BBL CARLTON, LLC
 600 KALKWHA BLVD, EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300

RECEIVED

2018 DEC 20 PM 1:16

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X *Charles Moore*

FEIN # 31-1540-659

DATE 12/20/18

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education (WVDE), to establish a contract for the building of walls, the installation of doors, remove and re-install base cove and repair and paint walls in Building 6 3rd Floor, West Wing, Room 346 and hallway areas.

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF SCHOOL FINANCE 1900 KANAWHA BLVD E, BLDG 6 RM 216 CHARLESTON WV 25305-0001 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Installation of Walls, Doors and Painting	1	Lump Sum (LS)	\$ 98,700.00	\$ 98,700.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

INSTALLATION OF WALLS, THE INSTALLATION OF DOORS AND DOOR FRAMES, AND THE PAINTING OF THE 3RD FLOOR WEST WING, ROOM 346 AND ALL HALLWAYS. AND THE INSTALLATION OF BASE MOLDING (BASE COVE - COLOR TO BE DETERMINED) IN HALLWAYS ONLY.

EDD1900000005	Document Phase Final	Document Description Bldg. 6, 3rd Floor Installation of Walls, Doors and Painting	Page 3 of 3
----------------------	---------------------------------------	------------------------------------------------------------------------------------------------	------------------------------

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 Department of Education
Capitol Complex
Building 6, Room B346
1900 Kanawha Boulevard, East
Charleston, WV 25305

Date: November 29, 2018

Time: 1:00 PM 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: December 3, 2018

Submit Questions to: **Stephanie Gale**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Stephanie.L.Gale@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 or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the 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 12, 2018 @ 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

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

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

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

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

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

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

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

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

Revised 06/08/2018

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: BBL CARLTON, LLC
Contractor's License No.: WV- 028886

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

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

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

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

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

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

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

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: BBL CARLTON, LLC

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Prizm Painting, LLC	WV 038686

Attach additional pages if necessary

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.

Charles Moore, Vice President
(Name, Title)
CHARLES MOORE, VICE PRESIDENT
(Printed Name and Title)
600 KAWWA BLVD, EAST-SUITE 200 - CHARLESTON, WV 25301
(Address)
(304) 345-1300 (304) 345-1304
(Phone Number) / (Fax Number)
cmoore@bblcarlton.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.

BBL CARLTON, LLC
(Company)

Charles Moore, Vice President
(Authorized Signature) (Representative Name, Title)

CHARLES MOORE, VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

12/20/18
(Date)

(304) 345-1300 ; (304) 345-1304
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Education (WVDE), to establish a contract for the building of walls, the installation of doors, remove and re-install base cove and repair and paint walls in Building 6, 3rd Floor, West Wing, Room 346 and hallway areas.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services as outlined in the Specifications. The Vendor shall furnish any incidental work, material, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

 - 2.1 “Contract Services”** means all the services, supplies, labor and equipment necessary to construct and/or renovate existing areas as more fully described in the Project Plans, Exhibit B.
 - 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services. For submission/entry in wvOASIS, the Commodity Code section is where pricing shall be entered for each category/item listed.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Agency.
 - 2.4 “Project Plan”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
 - 2.5 “Project Manager”** means the Agency’s project contact.

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

3. ORDER OF PRECEDENCE: This General Construction Specification document will have priority over, and supersede, anything contained in the Project Plans.

4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1 Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least **three (3)** projects that involved similar to that described in these specifications or the Project Plans. Vendor should provide description of the three (3) completed projects of similar work described in these specifications or the Project Plan as well as contact information for each project completed.

4.2. Awarded Vendor must provide a projected timeline for work to be completed within two (2) business days after receipt of purchase order.

4.3 Awarded Vendor must have a valid WV Contractor's License

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

4.5 Awarded Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State or Local laws, regulations and ordinances of any regulating body.

4.6. Awarded Vendor's responsibility to properly dispose of all waste and debris from the construction site, on a daily basis.

5. CONTRACT AWARD:

5.1 CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract shall 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.

5.2 SELECTION OF ALTERNATES: Pursuant to W.Va. Code §5-22-1 (e), if the Pricing Pages contain alternates/add-ons, there must be no more than

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

seven listed, and the alternate/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternative/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unacceptable alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.

6. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
6.1 Contract becomes effective upon Vendor's receipt of the Notice to Proceed and must be completed within thirty (30) calendar days.
7. **SUBSTITUTIONS:** Any substitution request must be submitted in accordance with the official questions and answer period described in the INSTRUCTION TO VENDORS SUBMITTING BIDS. Vendors submitting substitution request should submit product brochures and product specifications during the official question and answer period.
8. **PROJECT PLAN:** The checked box will apply to Project Plan for this solicitation.

No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

Additional Project Plan Documents: There are additional Project Plans other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

Not Applicable

9. **FACILITIES ACCESS:** Performance of Contract Services shall allow access to the grounds area where job is being performed only.
- 9.1. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.2. Vendor shall inform all staff of Agency's security protocol and procedures.
- 9.3. Awarded Vendor SHALL complete the attached Division of Protective Services Capitol Police WVDPS Form 26 attached and submit according to attachment C.

**REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting**

10. CONDITIONS OF THE WORK

10.1 Project Closeout: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.1.1 Vendor shall remove and properly dispose all debris daily.

10.1.2 Vendor shall remove tools from the work area daily, the WVDE will not be responsible for lost or stolen items.

10.2 Final Inspection:

10.2.1 The Final Inspection will be conducted by a Project Manager from the Agency and Vendor.

10.2.2 Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform to the Contract Documents. Vendor shall submit any warranty documents to the Agency Project Manager at final inspection.

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

10.3 Limits of Work

10.3.1 Work areas will be limited to those spaces required for access to the jobsite.

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

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

10.3.3 Agency facilities shall remain in use during this contract. Contractor shall work with the Agency Contract Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas. Contractor shall be responsible for protecting office contents, ceiling, flooring and doors in-place (including, but not limited to, providing drop-cloths, etc) and will be responsible for any damage caused by their work. Contractor will be responsible for removing, storing and reinstalling any window treatments in the jobsite.

10.4 Use of Facilities

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

10.5 Contractor Schedule

10.5.1 The Contractor shall be required to begin work within three (3) business days upon receipt of Notice to Proceed from the Agency. Contractor shall coordinate work through the Project Manager. Work will likely be phased, by office (or hallway space), as tenant will continue to occupy the space during the project.

Project Manager will be responsible for moving furniture and other contents of offices to accommodate vendor completing work. However, vendor must coordinate with the Project Manager in the phasing of the project to allow for this accommodation.

10.6 Contractor Visitor Badges

10.6.1 Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

10.7 Work Restrictions

10.7.1 Work shall be generally performed between normal business hours of 8:00 am to 5:00 pm, Monday through Friday, and may include state recognized holidays. Weekends or different hours may be permitted when pre-arranged with the Project Manager. The Project Manager wishes to complete the project within the time specified in the General Conditions (30 calendar days); if vendor wishes to work during off-hours to meet that requirement, this will require prior authorization from the Project Manager.

10.7.2 Access to the building shall be coordinated with the Project Manager and the Contractor shall not leave open doors unattended and shall close doors when not in use.

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

10.8 Parking

10.8.1 Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

10.8.2 Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Parking of work vehicles and equipment to perform sidewalk/paver repairs must be coordinated with Agency Project Manager

10.9 Codes

10.9.1 All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC,

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

OSHA,UL, ANSI, ASME and related standards.

10.10 Safety

10.10.1 All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies. ALL material/parts and workmanship must meet all WV State Fire Codes and all National Fire Protection Agency (NFPA) Safety Codes, including National Electrical Code (NEC)/NFPA 70.

10.11 Hot Work Permit

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

10.12 Workmanship

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

10.13 Warranty

10.13.1 A one year warranty on labor and materials or the manufacturer's warranty, whichever is greater, are required.

10.14 Existing Conditions: If discrepancies are discovered between the

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

existing conditions and those noted in the specifications, Vendor must immediately notify the Project Manager. Vendor must also immediately notify the Project Manager if suspected hazardous materials are encountered. Any condition that may cause a change in the scope of work or deliverables must be agreed upon prior to commencing between the Agency/State of West Virginia and Vendor, and, be documented with a formal contract change order.

11. 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:

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

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

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

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

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

12. MISCELLANEOUS:

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

Contract Manager: CHARLES MOORE
Telephone Number: (304) 345-1300
Fax Number: (304) 345-1304
Email Address: cmoore@bbcarlton.com

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, THIRD FLOOR, Installation of Walls, Doors and Painting

Exhibit A: Pricing Page
West Virginia Department of Education Building 6, 3rd Floor
Installation of Walls, Doors and Painting

SUBMITTED TO:

West Virginia Department of Education

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, transportation, and delivery necessary for the satisfactory and complete execution of

CRFQ EDD1900000001
Installation of Walls, Doors and Painting
West Virginia Department of Education

in every detail, all in full accordance with, and in conformity to, the Contract Documents including the Summary of Bid Package as attached to this Bid Form for the stipulated Sum as follows:

The undersigned proposes to furnish and deliver all materials called for in Bid Package – Installation of Walls, Doors, Cove Base and Painting as described in the attached Summary of Materials as follows:

For the Lump Sum of: Ninety - Eight Thousand Seven Hundred And 00/100
(\$ 98,700)

SIGNATURE OF BIDDER:

Firm: BBL CARLTON, LLC

By: Charles Moore

Address: 600 KAWAUNA BLVD, EAST

Title: VICE PRESIDENT

Address: SUITE 200

Phone: 304-345-1300

Address: CHARLESTON, WV 25301

Fax: 304-345-1304

**REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, Installation of Walls, Doors and Painting**

EXHIBIT – B PROJECT PLANS

13. GENERAL REQUIREMENTS:

Mandatory Contract Services Requirements Contract must meet or exceed the mandatory requirements listed below. Note: there is no electric or water to be installed or plumbed in these walls. Walls will touch ceiling and WVDE will provide the paint for specified areas of the 3rd Floor, Building 6, Capitol Complex, 1900 Kanawha Boulevard East, Charleston, WV 25305.

Wall construction shall take place in Building 6, 3rd Floor, West Wing and Room 346.

Vendor shall verify all square footages of areas requiring construction of walls, removal of base cove and/or painting prior to submitting a Bid. The survey WILL take place during the Mandatory Pre-Bid Meeting.

13.1. Wall Construction: Walls shall be constructed utilizing 5/8" X4' X 10' Drywall, 3-5/8" X 20 Gauge Metal Stud and 3-5/8" 20 Gauge Stud Track for the bottom and top of wall or Equal.

New wall construction shall include finished drywall.

13.1.1 The 2' X 4" studs shall be spaced on 16 inch centers and covered with 5/8" thick Drywall, per all applicable State Code requirements.

13.1.2 Bottom/Floor Gauge Stud Track must be nailed to concrete floor, per all applicable State Code requirements.

13.1.1 Vendor shall provide braced framing of all load bearing steel stud framing and for all doors. Vendor shall install five (5) doors and five (5) door frames, per all applicable State Code requirements. Four (4) doors only will

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, Installation of Walls, Doors and Painting

be provided by Agency. Vendor shall provide one (1) wood door with glass insert.

13.1.2 Walls shall be insulated to be sound resistant with insulation material

13.1.3 Wall Construction for Room B346 :

13.1.3.1. Construct an additional 32' X 13'6" X 10' high interior wall which shall include sound proofing and a door (provided by Agency) with associated door frame. And an additional 13'6" X 10' high interior wall and associated door frame.

13.1.3.2. Construct an additional 13' X 10' high interior wall which shall include sound proofing and a door (provided by Agency) with associated door frame.

13.1.4. Wall Construction for West Wing:

13.1.4.1. Construct an additional 10' X 10' high interior wall which shall include sound proofing. Room B304A on Exhibit C.

13.1.4.2. Construct an additional 7'10" X 10' high interior wall which shall include sound proofing with associated door frame. Room B304B on Exhibit C.

13.1.4.3. Construct an additional 19'X16'X10" high interior wall which shall include sound proofing with associated door frame. Room B309 on Exhibit C.

13.1.4.4. Construct an additional 16'x10' high interior wall which shall include sound proofing. Room B318 on Exhibit C.

4.1.1.1 Painting – Vendor shall provide Labor and materials (only) to complete remove and re-install base cove, repair & paint walls in Building 6, 3rd Floor, West Wing, Room 346 and entire hallway areas.

REQUEST FOR QUOTATION
West Virginia Department of Education
Building 6, Installation of Walls, Doors and Painting

Prior to painting, vendor shall repair all damaged walls (including nail holes, cracked plaster or walls, etc.) within the areas in 4.1.1.1.1; 4.1.1.1.2; and 4.1.1.1.3 per Section - Wall Repairs (or Owner-approved equivalent).

Paint shall be provided by the West Virginia Department of Education courtesy of General Services Division, no cost of paint shall be reflected on Vendor's bid.

4.1.1.1.1 On 3rd floor, in the four offices of Room 346, each office has approximately 260 square floor space with roughly 10' height from top of base molding to (suspended) ceiling. Also the existing office space of Room 346 that has approximately 1500 square floor space with roughly 10' height from top of base molding to (suspended) ceiling.

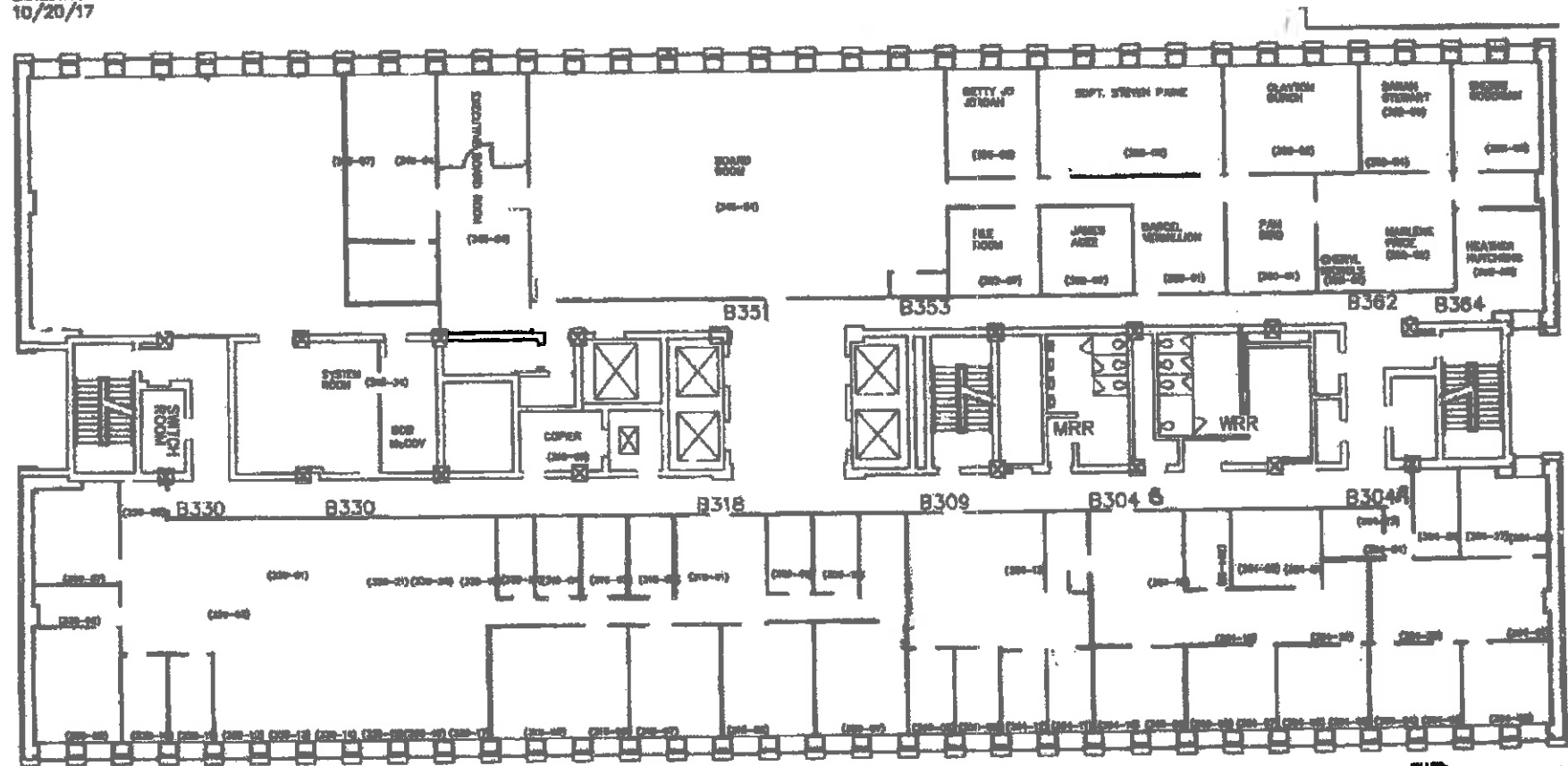
4.1.1.1.2. The 3rd floor's hallway and West Wing. The hallway has approximately 485 square feet of floor space, with roughly 8' high walls from top of base molding to (suspended) ceiling. And the West Wing has roughly 7100 square feet of floor space, with roughly 10' height from top of base molding to (suspended) ceiling.

4.1.1.1.3. Cove molding is to be new roll coil type; color will be chosen from manufacturer's standard offering, FLEXCO 043 F JORD, or accepted equal, rubber construction 4" with no toe, adhesive will be applied with continuous 3 bead line application method. New installation to all hallway areas, field measurement by vendor.

4.1.1.1.4. Construction, Repair & Paint project shall be completed on or before December 31, 2018. Vendors not meeting this schedule need not submit a bid.

EXHIBIT C
BLDG. 6 3RD FLOOR DRAWING
CRQS_EDD1900000001

WVDE EMPLOYEE ASSIGNMENTS
 BUILDING 6
 10/20/17



WVDE 3rd Floor 10-20-17

NOTE: Only walls that are highlighted need to be built in accordance with Exhibit B

Filled: _____
 Dashed: _____
 Solid: _____



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

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, CHARLES MOORE, after being first duly sworn, depose and state as follows:

- I am an employee of BEL CARLTON, LLC; and,
(Company Name)
- I do hereby attest that BEL CARLTON, LLC
(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: CHARLES MOORE
 Signature: Charles Moore
 Title: VICE PRESIDENT
 Company Name: BEL CARLTON, LLC
 Date: 12/20/18

Taken, subscribed and sworn to before me this 20TH day of DECEMBER, 2018.

By Commission expires 11/27/2021

(Seal)  Official Seal
 Notary Public, State of West Virginia
 R Todd Corey
 8202 Cross Drive
 Cross Lanes WV 25313
 My Commission Expires Nov. 27, 2021

R Todd Corey
 (Notary Public)

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

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

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

Contract Identification:

Contract Number: EDD19#5

Contract Purpose: BLDG. 6, 3RD FLOOR INSTALLATION OF WALLS, DOORS & PAINTING

Agency Requesting Work: DEPARTMENT OF EDUCATION - OFFICE OF SCHOOL FINANCE

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

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

Vendor Contact Information:

Vendor Name: BBL CARLTON, LLC

Vendor Telephone: 304-345-1300

Vendor Address: 600 KANAWHA BLDG., EAST

Vendor Fax: 304-345-1304

SUITE 200

Vendor E-Mail: cmadore@bblcarlton.com

CHARLESTON, WV 25301

REPORT TO BE GIVEN IF LOW BID AND AT COMPLETION OF PROJECT.

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 Obligees, 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 Obligees 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.**

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: BEL CARTON, LLC

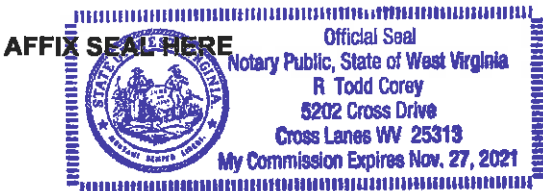
Authorized Signature: Charles Moore Date: 12/20/18

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 20th day of DECEMBER, 2018.

My Commission expires 11/27, 2021.



NOTARY PUBLIC R. Todd Corey

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BBL-Carlton, LLC
of 600 Kanawha Blvd., East - Suite 200 Charleston, West Virginia 25301, as Principal, and Travelers Casualty and Surety Company of America
of One Tower Square , Hartford, Connecticut 06183, a corporation organized and existing under the laws of the State of Connecticut
with its principal office in the City of Hartford, Connecticut, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Attached 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
West Virginia Dept. of Education Building 6, Third Floor, Installation of Walls, Doors & Painting

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 Obligee 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, 2018.

Principal Seal

BBL-Carlton, LLC

(Name of Principal)

By 

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


Stephen Obermayer, Chief Financial Officer of
BBL, LLC, Member of BBL-Carlton, LLC

(Title)

Surety Seal

Travelers Casualty and Surety Company of America

(Name of Surety)


T. M. Tyrrell, 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.**

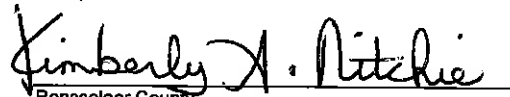
**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT - IF LIMITED LIABILITY COMPANY**

State of New York,
County of Albany} ^{ss.}

On this 20th day of December, 2018, before me personally appeared Stephen Obermayer, to me known, who, being by me duly sworn, did depose and say that he/she resides in Ballston Spa, New York; that he is an Chief Financial Officer of BBL, LLC, Member of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

KIMBERLY A. RITCHIE
Notary Public, State of New York
No. 01RIS215612
Qualified in Rensselaer County
Commission Expires January 4, 2022



Rensselaer County
Comm. Exp. 01/04/2022

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany} ^{ss.}

On this 20th day of December, 2018, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say that he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

KIMBERLY A. RITCHIE
Notary Public, State of New York
No. 01RIS215612
Qualified in Rensselaer County
Commission Expires January 4, 2022


Rensselaer County
Comm. Exp. 01/04/2022

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,416,346
BONDS	3,572,828,396	LOSSES	820,333,807
STOCKS	526,030,613	LOSS ADJUSTMENT EXPENSES	181,114,296
INVESTMENT INCOME DUE AND ACCRUED	39,230,403	COMMISSIONS	42,186,100
OTHER INVESTED ASSETS	2,841,903	TAXES, LICENSES AND FEES	13,242,850
PREMIUM BALANCES	235,706,836	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	46,322,453	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,546,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,624,038
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,486,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	826,835	POLICYHOLDER DIVIDENDS	9,657,423
OTHER ASSETS	5,795,705	PROVISION FOR REINSURANCE	5,068,341
		ADVANCE PREMIUM	1,256,766
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,062
		OTHER ACCRUED EXPENSES AND LIABILITIES	686,489
		TOTAL LIABILITIES	\$ 2,216,724,273
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,603,780
		OTHER SURPLUS	1,576,352,567
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,016,836,327
TOTAL ASSETS	\$ 4,232,760,699	TOTAL LIABILITIES & SURPLUS	\$ 4,232,760,699

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) ss.
 CITY OF HARTFORD)

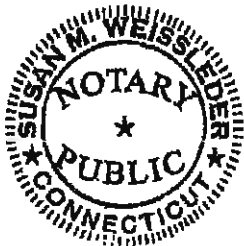
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 16TH DAY OF MARCH, 2018





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **T.M. Tyrrell of Albany, New York**, their true and lawful Attorney-in-Fact 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 **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this **20th** day of **December**, **2018**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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

State of West Virginia
 Request for Quotation

Proc Folder: 520330

Doc Description: Addendum #1 Installation of Walls, Doors and Painting

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-12-10	2018-12-20 13:30:00	CRFQ 0402 EDD1900000005	2

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:

BBL CARLTON, LLC
 600 KANAWHA BLVD., EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 345-1300

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X *Charles Moore*

FEIN # 31-1540-659

DATE 12/20/18

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

Addendum #1 issued to:

1. Move bid opening date and time to Thursday, December 20, 2018 @ 1:30pm.. Subsequent addendum to follow.

End of Addendum #1

		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF SCHOOL FINANCE 1900 KANAWHA BLVD E, BLDG 6 RM 216 CHARLESTON WV 25305-0001 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Installation of Walls, Doors and Painting	0.00000			

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

INSTALLATION OF WALLS, THE INSTALLATION OF DOORS AND DOOR FRAMES, AND THE PAINTING OF THE 3RD FLOOR WEST WING, ROOM 346 AND ALL HALLWAYS. AND THE INSTALLATION OF BASE MOLDING (BASE COVE - COLOR TO BE DETERMINED) IN HALLWAYS ONLY.

SOLICITATION NUMBER: CRFQ EDD1900000005
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to:

1. Move bid opening date and time to Thursday, December 20, 2018 @ 1:30pm.. Subsequent addendum to follow.

End of Addendum #1

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

Terms and Conditions:

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

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)

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

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

BBL CAPITAL, LLC
Company

Charles Moore
Authorized Signature

12/20/18
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation

Proc Folder: 520330

Doc Description: Addendum #2 Installation of Walls, Doors and Painting

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-12-13	2018-12-20 13:30:00	CRFQ 0402 EDD1900000005	3

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:
 BBL CARLTON, LLC
 600 KALKUMA BLDG, EAST
 SUITE 200
 CHARLESTON, WV 25301
 (304) 845-1300

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X *Charles Moore* FEIN # 31-1540-659 DATE 12/20/18

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

Addendum #2 issued per the attached documentation.

End of Addendum #2.

		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 204 1900 KANAWHA BLVD E CHARLESTON WV25305 US		SECRETARY DEPARTMENT OF EDUCATION OFFICE OF SCHOOL FINANCE 1900 KANAWHA BLVD E, BLDG 6 RM 216 CHARLESTON WV 25305-0001 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Installation of Walls, Doors and Painting	0.00000			

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

INSTALLATION OF WALLS, THE INSTALLATION OF DOORS AND DOOR FRAMES, AND THE PAINTING OF THE 3RD FLOOR WEST WING, ROOM 346 AND ALL HALLWAYS. AND THE INSTALLATION OF BASE MOLDING (BASE COVE - COLOR TO BE DETERMINED) IN HALLWAYS ONLY.

SOLICITATION NUMBER: EDD1900000005

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as EDD1900000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Vendors may submit additional 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.

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

Question Submission Deadline: 10:00am December 17, 2018

Submit Questions to: Stephanie Gale
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (**Do Not Use this fax number for bid submission**)
Email: Stephane.L.Gale@wv.gov

2. Question: Is Paint going to be provided by Agency/WVDE?
Answer: Yes

Terms and Conditions:

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

SIGN IN SHEET

Date: 11/29/2018CRFQ_EDD1900000005
BLDG. 6, 3RD FLOOR WORKS

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>HCS LLC</u>	<u>P.O. Box 1052</u>	PHONE <u>304.634.3441</u>
Rep: <u>Michael Hoyer</u>	<u>Barboursville WV</u>	TOLL FREE
Email Address: <u>MichaelHoyer@yahoo.com</u>	<u>25504</u>	FAX
Company: <u>AGsten CONST</u>	<u>209 KASHYUN ST WEST</u>	PHONE <u>304-343-5400</u>
Rep: <u>DAVID BALDWIN</u>	<u>Suite 100</u>	TOLL FREE
Email Address: <u>Dbaldwin@gostenconstruction.com</u>	<u>Char WV 25302</u>	FAX
Company: <u>Prizm Painting LLC</u>	<u>20 Edgewood Dr.</u>	PHONE <u>304-389-4627</u>
Rep: <u>Jeff Good</u>	<u>Hurricane, WV 25526</u>	TOLL FREE
Email Address: <u>Jgood@prizmpaintingllc.com</u>		FAX
Company: <u>Danhu CONSTRUCTION CO.</u>	<u>P.O. Box 1685</u>	PHONE <u>304-632-1600</u>
Rep: <u>JUSTIN DOZIER</u>	<u>Gawley Bridge, WV 25085</u>	TOLL FREE
Email Address: <u>justin.dozier@yahoo.com</u>		FAX <u>304-632-1501</u>
Company: <u>Oval Construction Mgmt.</u>	<u>PO Box 401</u>	PHONE <u>304-347-8820</u>
Rep: <u>Rachel Means</u>	<u>Char, WV 25322</u>	TOLL FREE
Email Address: <u>rmeans@ovalconstruction.com</u>		FAX <u>304-347-8821</u>

SIGN IN SHEET

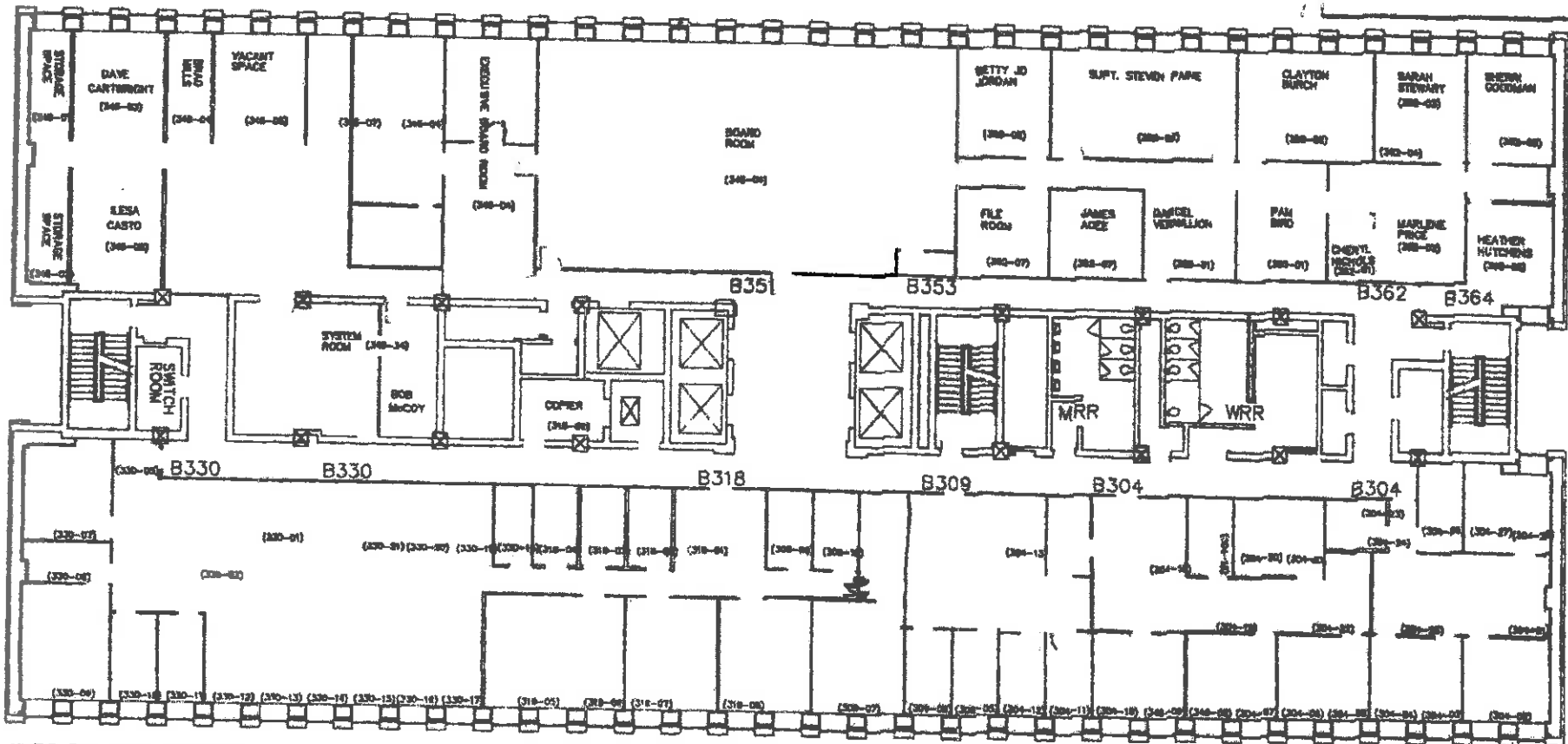
Date: 11/29/2018

CRFQ_EDD1900000005
BLDG. 6, 3RD FLOOR WORKS

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BBL Carlton, LLC</u>	<u>600 Kanawha Blvd E</u>	PHONE <u>304-345-1300</u>
Rep: <u>Austin King</u>	<u>Suite 200</u>	TOLL
Email Address: <u>Austin.King@BBLCarlton.com</u>	<u>Charleston, WV 25301</u>	FREE
Company: <u>WUDE</u>	<u>#300 BUILDING 6</u>	PHONE <u>558-3762</u>
Rep: <u>Veronica Barron</u>	<u>1900 Kanawha Blvd. East</u>	TOLL
Email Address: <u>vbarron@k12.wv.us</u>	<u>Charleston, WV 25305</u>	FREE
Company: <u>WUDE</u>		PHONE <u>558-3705</u>
Rep: <u>Dave Cartwright</u>		TOLL
Email Address: <u>dcartwri@k12.wv.us</u>		FREE
Company: <u>WUDE</u>	<u>#201 BUILDING 6</u>	PHONE <u>558-2686</u>
Rep: <u>EVELYN MELTON</u>	<u>1900 KANAWHA BLVD. EAST</u>	TOLL
Email Address: <u>evelyn.melton@k12.wv.us</u>	<u>CHARLESTON, WV 25305</u>	FREE
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		FREE
_____		FAX

WVDE EMPLOYEE ASSIGNMENTS
 BUILDING 6
 10/20/17



WVDE 3rd Floor 10-20-17

FLOOR: _____
 TEMP: _____
 VACANT: _____



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD1900000005

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

BBL CARLTON, LLC

Company

Charles Moore

Authorized Signature

12/20/18

Date

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

PROJECT REFERENCES:**PROJECT 1**

PROJECT NAME: W. Kent Carper Safety & Public Health Complex

PROJECT LOCATION: Charleston, WV

OWNER: Kanawha County Commission

DESCRIPTION: Renovation of a 61,500 sf building interior and restoration of the exterior of Two buildings. This project consisted of adding a new gym/weight room, Conference rooms, offices, vehicle maintenance garage, communications center, prisoner processing center, parking deck, sheriff commons area, law library, kitchen/breakroom, and emergency generators.

CONTRACT AMOUNT: \$ 7,422,000.00

CONTACT INFORMATION: W. Kent Carper, Commissioner (304) 357-0101

PROJECT 2

PROJECT NAME: Brickstreet Insurance Headquarters Building

PROJECT LOCATION: Charleston, WV

OWNER: Brickstreet Insurance

DESCRIPTION: Renovation & Addition to the former Montgomery Ward's Department Store within the Charleston Town Center Mall. The 86,100 sf renovation consisted of new offices for approximately 500 employees providing services for the West Virginia Worker's Compensation Program. The facility features approximately 100 offices and 400 workstations. Additional features include a state of the art computer room that houses important statewide data.

CONTRACT AMOUNT: \$ 17,000,000.00

CONTACT INFORMATION: William T. Brotherton III, VP Legal Services (304) 941-1000

PROJECT 3

PROJECT NAME: University of Charleston East Hall Dormitory and Parking Garage

PROJECT LOCATION: Charleston, WV

OWNER: University of Charleston

DESCRIPTION: A new 83,000 sf 49 Unit Apartment residence hall and 523 car Parking Garage

CONTRACT AMOUNT: \$ 21,000,000.00

CONTACT INFORMATION: Clela Mae Harless, VP for Administration & Finance (304) 357-4800

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV028886

Classification:
GENERAL BUILDING

BBL CARLTON LLC
DBA BBL CARLTON LLC
600 KANAWHA BLVD E # 200
CHARLESTON, WV 25301

Date Issued

Expiration Date

SEPTEMBER 08, 2018

SEPTEMBER 08, 2019

Charles Moore

Authorized Company Signature

Gene Thayer

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.