



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

Header 7

[List View](#)

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1427183

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0211

Vendor ID: VS0000027854 

SO Doc ID: GSD2400000024

Legal Name: MUSICKS TOTAL SERVICE LLC


Published Date: 5/16/24

Alias/DBA: BRETT MUSICK

Close Date: 5/30/24

Total Bid: \$68,400.00

Close Time: 13:30

Response Date: 05/30/2024 

Status: Closed

Response Time: 10:38

Solicitation Description: Campus Concrete Repairs

Responded By User ID: cobraboy209 

Total of Header Attachments: 7

First Name: Brett

Total of All Attachments: 7

Last Name: Musick

Email: brettmusick@yahoo.com

Phone: 3046016660



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

State of West Virginia
Solicitation Response

Proc Folder: 1427183
Solicitation Description: Campus Concrete Repairs
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-05-30 13:30	SR 0211 ESR05302400000007417	1

VENDOR
VS0000027854
MUSICKS TOTAL SERVICE LLC

Solicitation Number: CRFQ 0211 GSD2400000024
Total Bid: 68400
Response Date: 2024-05-30
Response Time: 10:38:55
Comments:

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Campus Concrete Repairs				68400.00

Comm Code	Manufacturer	Specification	Model #
72152700			

Commodity Line Comments:

Extended Description:

See Exhibit A - Pricing Page



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

I, Brett Musick, after being first duly sworn, depose and state as follows:

1. I am an employee of Musick's Total Service LLC; and,
(Company Name)
2. I do hereby attest that Musick's Total Service 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: Brett Musick

Signature: *Brett Musick*

Title: Owner

Company Name: Musick's Total Service LLC

Date: 05/30/2024

STATE OF WEST VIRGINIA,

COUNTY OF Logan, TO-WIT:


Taken, subscribed and sworn to before me this 30 day of May, 2024.

By Commission expires 2/22/2029

(Seal)



Faith Kristin Lollis
(Notary Public)

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

Proc Folder: 1427183 Doc Description: Campus Concrete Repairs			Reason for Modification:
Proc Type: Central Purchase Order			
Date Issued 2024-05-10	Solicitation Closes 2024-05-30 13:30	Solicitation No CRFQ 0211 GSD2400000024	Version 1

BID RECEIVING LOCATION BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US
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VENDOR Vendor Customer Code: Vendor Name : Address : Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension:

FOR INFORMATION CONTACT THE BUYER Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation
CONSTRUCTION

The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish a contract for campus concrete repairs, per the bid requirements, specifications, project plans and terms and conditions as attached hereto.

A mandatory pre-bid meeting will be held on 05/16/2024 at 10:00 am in the Capitol Cafeteria located in the basement of Building 1.

INVOICE TO				SHIP TO			
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US				STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Campus Concrete Repairs				

Comm Code	Manufacturer	Specification	Model #
72152700			

Extended Description:
See Exhibit A - Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory prebid meeting at 10:00 am	2024-05-16
2	Technical questions due by 2:00 pm	2024-05-23

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

Building 1, Basement Cafeteria
1900 Kanawha Blvd. E.
Charleston, WV 25305

Thursday, May 16, 2024 at 10:00 am

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: **Thursday, May 23, 2024 by 2:00 pm**

Submit Questions to: **Melissa Pettrey, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Melissa.K.Pettrey@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ GSD2X0000000X
BID OPENING DATE: Thursday, May 30, 2024
BID OPENING TIME: 1:30 pm
FAX NUMBER: 304-558-3970

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 *WV*OASIS (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: Thursday, May 30, 2024 @ 1:30 pm

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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ Ninety (90) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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 that insurance requirement is listed in this section.

Vendor must maintain:

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

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

Revised 8/24/2023

3. 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.

3.1. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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: _____

☐ 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.

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.

(Printed Name and Title) Brett Musick Owner

(Address) 17 Indigo Avenue Verdunville, WV 25649

(Phone Number) / (Fax Number) 304-601-6660

(email address) musickstotalservice@outlook.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Musick's Total Service LLC

(Company)



(Signature of Authorized Representative)

Brett Musick Owner 05/30/2024

(Printed Name and Title of Authorized Representative) (Date)

304-601-6660

(Phone Number) (Fax Number)

musickstotalservice@outlook.com

(Email Address)

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division (“GSD,” “Owner,” or “Agency”) to establish a contract for the following:

The General Services Division is seeking Qualified contractors to perform concrete repairs and stair installation at various locations at or near Bldg. 1, aka the Capitol Building, 1900 Kanawha Blvd. E., Charleston, West Virginia 25301. To Provide, and complete all work associated with demolition, forming, and concrete pouring at the various locations around the Capitol campus as defined in Exhibit B and Drawings B1-4.

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means demolition of existing concrete, forming of new concrete repairs, and forming for new concrete steps and safety rails as more fully described in the Project Plans.

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.

2.3 **“Project Plans”** 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.

2.4 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division

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

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

- 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 projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

9. PROJECT PLANS: The checked box will apply to Project Plans 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 Plan documents 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.

10. CONDITIONS OF THE WORK

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

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be 7:00am to 5:00pm, Monday through Friday, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

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

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

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

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

10.5. Payment

10.5.1. Agency shall pay a flat fee as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2. Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1. Invoice must include, at a minimum, invoice date, FEIN number and complete address of vendor and Contract number.

10.5.2.2. Invoices shall be mailed to the following address:

General Services Division
103 Michigan Avenue
Charleston, WV 25311

Or emailed to GSDInvoices@wv.gov

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the 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 a 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.

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

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: Brett Musick

Telephone Number: 304-601-6660

Fax Number: n/a

Email Address: musickstotalservice@outlook.com

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

EXHIBIT A – Pricing Page

Base Bid (Commodity Line 1 in wvOasis): All inclusive, lump-sum bid, including all associated work as specified herein: To Provide, ALL services, materials, Labor, and Supervision to complete the specified concrete demolition, forming, repairs, step installation and railings for the areas specified in Exhibit B.

Lump Sum = \$ 68,400.00 (A)

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

EXHIBIT B – PROJECT PLANS

- 1. GENERAL REQUIREMENTS/SPECIFICATIONS SCOPE:** The Vendor shall provide, install, and complete concrete services as outlined in the detailed scope of work requirements below. Specific project areas are in drawings B.1- B.4.

1.1. Corner of California Ave. and Piedmont Rd.

- 1.1.1.** Remove and replace approximately 6' x 6' slab and approximately 7' of damaged curb. Replacement slab will be set on a 4" base of #57 aggregate, with 8" thick, 4500 psi concrete containing a single layer of #4 rebar on 12" centers and doweled into the existing slabs with smooth dowels. The replacement curb will be 6" thick x 12" tall with an exposed 6" of curb doweled into the existing curb to match the existing curb. See Drawing B-1.

1.2. Sidewalk in front of Building 9 (Culture Center)

- 1.2.1.** Remove and replace approximately 157' x 16' of existing 4" sidewalk in front of the Cultural Center. Replacement slab will be set on a 4" base of crusher run aggregate, with 6" thick, 4500 psi concrete containing a single layer of #4 rebar on 12" centers and doweled into the existing slabs with smooth dowels. Install expansion joints at a minimum of 50' to match the existing control joint pattern. See Drawing B-2. A temporary sidewalk will be required to provide access to the Culture Center from their parking area.

1.3. West dock area curb replacement

- 1.3.1.** Remove and replace approximately 75' of curb on the east side and 48' on the west side of the area near the west dock entrance. The new curb will consist of 4500 psi concrete set on 4" of #57 aggregate, and the curb will be 6" thick x 12" tall with an exposed 6" of curb doweled in to match the existing curb. See Drawing B-3.

1.4. California Ave. parking lot stair installation

- 1.4.1.** Install two new sets of steps in accordance with the details provided in Exhibit 1. The south steps shall consist of 4500 psi concrete to include approximately 9.5' of sidewalk. Sidewalk shall be set on 4" of #57 aggregate, with a slab of 4" concrete reinforced with wire mesh. Steps will include 5 treads measuring 11" deep with a rise of 7". Railing shall consist of one rail on the right side, 1 1/2" schedule 40 galvanized pipe, unpainted. The north steps shall consist of 4500 psi concrete to include

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

approximately 6.5' of sidewalk. Sidewalk shall be set on 4" of #57 aggregate, with a slab of 4" concrete reinforced with wire mesh. Steps will include 3 treads measuring 11" deep with a rise of 7". Railing shall consist of one rail on the right side, 1 1/2" schedule 40 galvanized pipe, unpainted. See Drawing B-4 and Exhibit 1.

2. **SCHEDULE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

2.1. Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

2.2. The Vendor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of the Award of the Contract. The proposed project schedule shall indicate areas to be worked on. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Vendor shall adhere to the schedule provided and coordinate through the Agency Project Manager.

2.3. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency's work requirements.

3. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

4. PROJECT SPECIFIC CONDITIONS OF THE WORK

4.1.Limits of Work

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

The Contractor shall be required to leave the work area clean upon completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

4.2.Work Restrictions

Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows, or outdoor air intakes.

4.3.Parking

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. Use of loading dock areas or sidewalk areas for parking is strictly prohibited. Vendor must coordinate with the Agency on how best to minimize disruption of employee parking during the execution of the work.

4.4.Codes

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

4.5.Safety

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.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under a separate contract.

REQUEST FOR QUOTATION
CRFQ GSD2400000024 - Campus Concrete Repairs

Contractor to provide barricades around open excavations to protect the general public.

4.6. Workmanship

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.

4.7. General Services Division Jobsite Safety Handbook

Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed, and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit C).

4.8. Warranty

A one (1) year warranty on labor is required, and Vendor must provide one (1) year or manufacturer's warranty on materials, whichever is longer. Vendor will be required to provide the Agency with all warranty documentation prior to Final Acceptance.

See Exhibit D – Capitol Police – Division of Protective Services regarding background checks.

Google Maps 1900 Kanawha Blvd E



Imagery ©2024 Airbus, Map data ©2024 20 ft

Campus Concrete - Corner at Piedmont Rd. and California Ave. To Be Replaced

Drawing B-1

Google Maps 1900 Kanawha Blvd E



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 50 ft

Campus Concrete - B9 Sidewalk To Be Replaced

Drawing B-2

Google Maps 1900 Kanawha Blvd E



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 50 ft

Campus Concrete - West Dock Area Curb Replacement

Drawing B-3

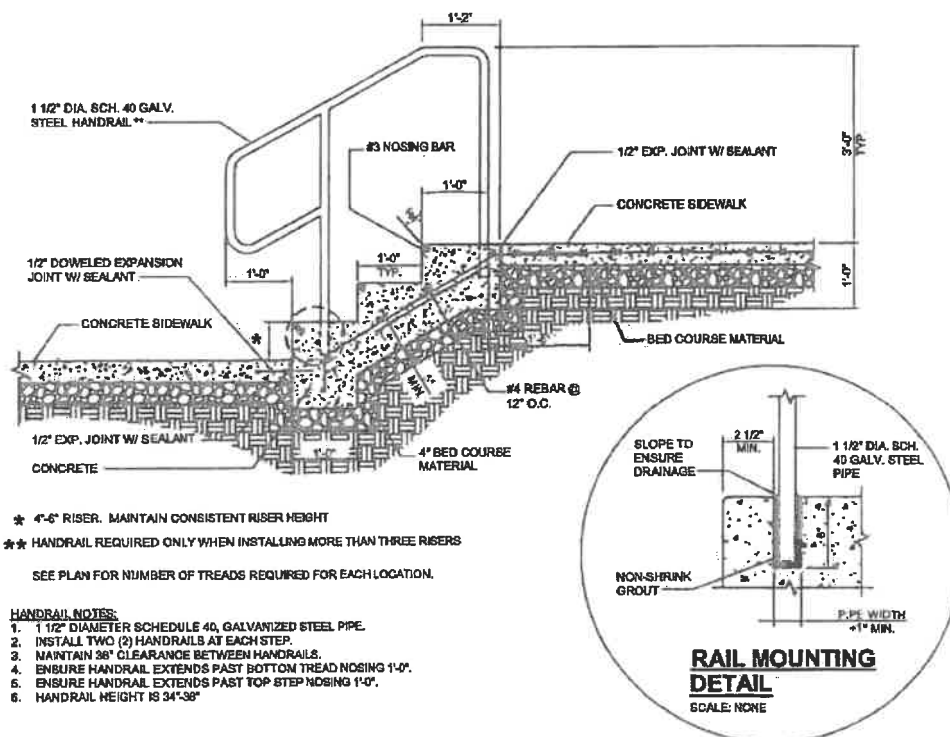
Google Maps 1900 Kanawha Blvd E



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 Google 20 ft

Campus Concrete - California Ave. Step Areas

Drawing B-4



CONCRETE STEP & HANDRAIL DETAIL
SCALE: 3/4" = 1'-0"

Exhibit C

Jobsite Safety Handbook

For

Department of Administration (DOA)

General Services Division (GSD)

1900 Kanawha Blvd. East
Building 1, Room MB12
Charleston, WV 25305

**THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION
PROJECTS AND/OR CONTRACTOR WORKSITES**

EMERGENCY CONTACTS:

Project Manager:

Name: Brett Musick Phone #: 304-601-6660

Emergency Services #: _____

GSD Safety Section:

Jonathan R. Trout 304-957-7153 Work, 304-205-2721 Mobile
Senior Safety & Environmental Coordinator

Aaron S. Rollins 304-352-5523 Work – 304-380-1969 Mobile
Occupational Safety & Health Coordinator

TABLE OF CONTENTS

Jobsite Safety Handbook

1. Building Alarms	2
2. Personal Protective Equipment	2
3. Housekeeping and Access Around Site	2
4. Stairs and Ladders	2
5. Scaffolds and Other Work Platforms	3
6. Fall Protection	3
7. Excavation and Trenching	4
8. Tools and Equipment	5
9. Vehicles and Mobile Equipment	5
10. Electrical	5
11. Fire Prevention	5
12. Hot Work Permit requirements	6
13. Chemical Hazards	7
14. Confined Spaces	7
15. Lock-Out/Tag-Out	8
16. SOP 2.11	9
17. Hot Work Permit	19

JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook.

General Safety: 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.

GSD safety and health procedures are available for review 24/7 in the main Capitol building basement, MB-69.

1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

All contractors working on GSD projects are required to follow OSHA PPE regulations.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.

- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a midrail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toeboards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting the local utility locating service before digging.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.

- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris is being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Provide training for workers before pneumatic or powder-actuated tools are used.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to the manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tagline to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).
- Provide one fire extinguisher within 100 feet of Trade Partners & Employees for each 3000 square feet of building.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids)
- Provide one fire extinguisher within 100 feet of Trade Partners & Employees for each 3000 square feet of building.

12. HOT WORK PERMITS

Contractors and their Subcontractors, and employees shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that created combustible temperatures, or performs any work that could result in a fire hazard. Owner representative will review the work area and issue a hot work permit prior to contractor commencing work. Note that the contractor and sub's as well employees must follow OSHA Standard 1910.252, specifically tailored to welding, cutting, grinding and brazing operations and GSD standard operating procedures SOP 2.11. Note. see SOP 2.11 and hot work permit attached.

- Use hot work permits when conducting work that may lead to a fire, explosion or release. Such permits may be needed when:
- Close by or near to flammable or combustible equipment with an open flame
- Welding,
- Burning,
- Hot tapping,
- Grinding,
- Near equipment capable of generating a spark
- A Fire Watch needs to understand how to:
- Watch for fire,
- Sound an alarm,
- Use a fire extinguisher properly,
- Watch for slag or sparks that may result in a fire or injure nearby workers.
- Assure those involved are authorized, trained and competent.
- Periodically monitor hot work for compliance with permit requirements.

Reference OSHA Part Number:1910

Part Number Title:Occupational Safety and Health Standards

Subpart:1910 Subpart Q

Subpart Title:Welding, Cutting and Brazing

Standard Number: 1910.252

Title: General requirements.

GPO Source: e-CFR

13. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

14. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.


Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

15. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL 
		PAGE 1 OF 10

A.

Purpose and Scope

The purpose of this procedure is to establish minimum guidelines to ensure the safety and health of personnel and prevent fires resulting from temporary operations involving hot work. This includes, but is not limited to welding, torch-cutting, soldering, and brazing. This program will require the issuance of a "Hot Work Permit" before beginning hot work. This procedure applies to West Virginia State Government employees and contractors who perform or supervise hot work activities in existing buildings, new construction in existing buildings, and new construction attached to existing buildings. It also applies to new construction, once the building has been "enclosed".

This procedure does not apply to areas that are specifically designed and equipped for such operations, e.g. welding stations at the craft shops including the Chiller Plant. Questions regarding applicability of this procedure should be directed to the Office of Environmental Health and Safety.

Contractors must have a hot work procedure that conforms to all OSHA regulatory requirements, including a fire watch while performing hot work on West Virginia State Government property.

2.0 References

- 2.1 OSHA 29CFR 1910.252: Fire Prevention and Protection
- 2.2 OSHA 1910.252 – Welding, Cutting, and Brazing
- 2.3 OSHA 1926.352 – Fire Prevention
- 2.4 NFPA 51B – Fire Prevention in Use of Cutting and Welding Processes

3.0 Attachments

- 3.1 Attachment 1: Hot Work Permit

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 2 OF 10

4.0 Definitions

- 4.1 Arc welding is a welding process where similar materials are joined with a heating process caused by an electric arc.
- 4.2 Brazing is a process intended to permanently join two or more metals/materials together to form a single assembly by heating them in the presence of a filler metal that begins to melt above 450° C (840° F).
- 4.3 Cutting is to separate metals by using any gas, electric arc or flammable, or combination thereof.
- 4.4 Grinding is to crush, pulverize, or reduce to powder by friction, especially by rubbing between two hard surfaces.
- 4.5 Fire watch A person assigned to watch for fires resulting from hot work.
- 4.6 Hot Work Spark/fire producing activities to include welding, torch cutting, brazing, torch soldering that are not performed within the parameters of a controlled environment, e.g. shop area that is designed / equipped for these types of activities.
- 4.7 Non-fire causing work is work which may interfere with fire protection systems but does not have the potential to start a fire. Some examples include dust generating work (e.g., sanding) or steam generating work.
- 4.8 Non-torch operation is all other hot work operations other than defined Torch Operations.
- 4.9 Soldering is to unite (metallic surfaces or edges) by the intervention of a more fusible metal or metallic alloy applied when melted; to join by means of metallic cement.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 3 OF 10

4.10 Torch operation is a hot work operation where flammable gases are mixed with an oxidizer to create a flame (e.g., oxy-acetylene.)

4.11 Welding is a process that joins metals by heating them to a melting point and allowing them to fuse or flow together, sometimes with an intermediate or filler metal having a high melting point.

B. PROCEDURE

Everyone working with hot work has certain responsibilities. It is very important that every individual is familiar with his/her responsibilities.

4.12 Environmental Health and Safety Office

4.12.1 Review and update the West Virginia Capitol Hot Work Procedure to conform to current CFR standards.

4.12.2 Monitor compliance with standards set forth in the program by periodic inspections.

4.12.3 Assist Supervisors by providing training as set forth in procedure.

4.13 Project Managers

4.13.1 Oversee contractor work activities.

4.14 Supervisors

4.14.1 Ensure that affected employees comply with requirements established within this procedure.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 4 OF 10

4.14.2 Approve hot work activities via issuing the Hot Work Permit.

4.14.3 Identify "designated shop areas" where physical fire prevention measures are in place to prevent inadvertent fire, and therefore a hot work permit process is not warranted.

4.14.4 Ensure that personnel are appropriately trained to fulfill their assigned duties during hot work operations.

4.15 Employees

4.15.1 Complete adherence to the requirements of this program and successful completion of all required training.

4.15.2 Obtain a hot work permit prior to starting work.

4.15.3 Ensure that all cutting and welding equipment is in satisfactory condition and in good repair.

4.15.4 Ensure that work being performed is within the scope of the permit and that all precautionary measures listed on the permit are in effect.

4.16 Fire Watch

4.16.1 Evaluate the worksite and planned hot work operations for potential fire hazards as required in the hot work permit.

4.16.2 Inspect the area where hot work is planned to take place, ensuring that all necessary precautions have been taken to prevent the possibility of fire.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 5 OF 10

- 4.16.3 Observe hot work-in-progress to ensure that all fire protection measures are in place.
- 4.16.4 Ensure fire extinguishing equipment is at the location where hot work is being performed.
- 4.16.5 Understand the alarm procedures in the facility in case of an uncontrolled fire.
- 4.16.6 Inspect the area for 30 minutes after hot work to ensure that no potential for fire exists.
- 4.16.7 Close out the hot work permit and return it to the supervisor/foreman for filing.

5.0 Training

All departmental personnel are to receive "awareness level" training on the general rules associated with this procedure.

5.1 Awareness training consists of:

- 5.1.1 The purpose of the Hot Work Procedure.
- 5.1.2 What activities are considered hot work and when a fire watch is necessary.
- 5.1.3 General precautions related to fire protection for those engaged in hot work.
- 5.1.4 Awareness training is required annually along with additional training requirements for those acting as Fire Watches.

5.2 Fire Watch training consists of:

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 6 OF 10

5.2.1 Specific responsibilities as outlined in this procedure.

5.2.2 Training on the use of fire protection equipment.

5.2.3 General precautions on work locations, safe distances, openings, and cracks in surfaces in hot work area.

5.2.4 Hands-on training of fire extinguishing equipment is to be conducted every three years and general fire extinguisher (classroom) training every year.

5.3 Personnel engaged in hot work activities are to be trained on the safe work procedures/practices associated with specific hot work activities, e.g. welding, burning, etc.

5.4 Training documentation is to be maintained by each department for a minimum of 5 years.

6.0 Procedures

6.1 General Requirements

6.1.1 A Hot Work Permit (Attachment 1) is required for all hot work as defined in section 4.0. (The supervisor/foreman is responsible for completion and issuance of hot work permits.)

6.1.2 A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.1.3 The permit must have all informational data on the top of the form and the pre-work checklist completed and signed by the attending fire watch prior to commencement of work.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 7 OF 10

- 6.1.4 The hot work permit must be posted at the location of the work being performed during the entire time hot work is being conducted.
- 6.1.5 The permit may only be issued for a period not to exceed five business days.
- 6.1.6 The person performing the hot work cannot act as a fire watch at the same time.
- 6.1.7 Openings or cracks in walls, floors, or ducts within 35 feet of the hot work area must be tightly covered to prevent the passage of sparks to adjacent areas.
- 6.1.8 Ventilation systems that might carry sparks to distant combustibles must be protected or shut off.
- 6.1.9 Combustible floors (except wood on concrete) must be kept wet, covered with damp sand, or protected by fire-resistant shields.
- 6.1.10 If hot work is to be performed on a metal wall, partition, ceiling, or roof, precautions must be taken to prevent ignition of combustibles on the other side.
- 6.1.11 Where possible, the work should be moved to a remote location, where there will not be a chance of setting a fire. If the work cannot be moved, combustibles should be taken a safe distance away (at least 35 feet) or the combustibles must be properly shielded from ignition sources.
- 6.1.12 A fully charged and operable fire extinguisher, appropriate for the type of possible fire, must be available at the work area.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 8 OF 10

6.1.13 All personnel (employees, contractors, building occupants) and facilities must be suitably protected against hazards generated by the work.

6.1.14 All personnel performing hot work must use the appropriate Personal Protective Equipment.

6.1.15 After the hot work is complete, the fire watch must remain at the work site for 30 minutes.

6.1.16 After the Fire Watch performs his post-hot work inspection, he/she is to sign the bottom of the form and return it to the responsible supervisor.

6.1.17 When hot work is conducted in a confine space, the confine space will be changed to a permit required confined space unless prior approval is given from the Environmental Health and Safety Office.

6.1.18 All hot work permits are to be maintained on file in the supervisor's office for a period of one year.

6.2 Hot Work Permit Instruction

A Hot Work Permit is required whenever welding or cutting is performed outside of designated approved areas [Note: Contractors are not required to utilize a Hot Work permit, but some form of written authorization is recommended.]

6.2.1 Part 1

6.2.1.1 The supervisor will complete and retain Part 1 authorizing the hot work.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE: HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 9 OF 10

NOTE: If a hot work permit is required at a job site, the supervisor approval may be provided via radio. The individual performing the hot work must print the supervisors name followed by "*Via Radio*" in the authorization section. (e.g. John Smith/*Via Radio*)

6.2.1.2 The supervisor is to check (✓) all applicable "REQUIRED PRECAUTIONS" on the right side of the permit.

6.2.1.3 Part 2 is given to the person performing the hot work.

6.2.2 Part 2

6.2.2.1 The employee performing the work will inspect the work area and determine if a fire watch is necessary.

NOTE: A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.2.2.2 If a fire watch is deemed not necessary, the individual performing the work will fill out Part 2 of the Hot Work Permit and print "N/A" over the "FIRE WATCH/HOT WORK AREA MONITORING" section, followed by his/her initials.

6.2.2.3 Once work is completed, the Hot Work Permit is returned to the supervisor.

6.2.2.4 If a fire watch is necessary, the supervisor must be notified and a fire watch assigned to the work area.

GENERAL SERVICES DIVISION STANDARD OPERATING PROCEDURE	SOP NUMBER	EFFECTIVE DATE
	2.11	November 1, 2007
TITLE : HOT WORK PERMIT AND PROCEDURES		APPROVAL
		PAGE 10 OF 10

6.2.2.5 The fire watch will fill out the **REQUIRED PRECAUTIONS CHECKLIST** and sign the **FIRE WATCH SIGNOFF** section.

6.2.2.6 Thirty minutes after the hot work is completed, the fire watch will conduct a final check of the area and sign the **FINAL CHECK-UP** section.

6.2.2.7 After the Hot Work Permit is completed, it is to be returned to the supervisor for filing.

D.

POSTING

- 7.1 Employees and Contractor's Representatives are responsible for the completion, posting or presentation of a fully approved Hot Work Permit (attachment 1.)

GENERAL SERVICES HOT-WORK PERMIT
Applies Only to Area Specified Below

Date: ____/____/____ Building: _____ Floor: _____

Nature of Job: _____

The above location has been examined; the precautions checked below have been taken to prevent fire.

Precautions

The supervisor must inspect the proposed work area and check precautions to prevent fire.

General Precautions

- ☐ Sprinklers and/or fire host in service
- ☐ Cutting and welding equipment in good repair
- ☐ Area supervisor notified

Precautions within 35 Feet of Work

- ☐ Floors swept clean of combustibles
- ☐ Combustible floors wet down, covered with damp sand, metal, or fireproof sheets
- ☐ No combustible materials or flammable liquids
- ☐ Combustibles and flammable liquids protected with fire-proof tarpaulins or metal shields
- ☐ All wall and floor openings covered
- ☐ Fireproof tarpaulins suspended beneath work to collect sparks and protect pedestrians

Work on Walls or Ceilings

- ☐ Construction noncombustible and without combustible covering or insulation
- ☐ Combustibles moved away from opposite side

Work on Enclosed Equipment

Page 2 of 2

- ☐ Equipment cleaned of all combustibles
- ☐ Containers purged of flammable vapors
- ☐ adequate air flow through enclosed equipment to be provided while cutting and welding is done

Fire watch

- ☐ To be provided during and for 30 minutes after operation
- ☐ Supplied with extinguishers or small hose
- ☐ Trained in use of equipment and in sounding alarms

I have personally examined the above and certify that the checked precautions have been taken.

Signed: _____ (Contractor Performing Work)

Signed: _____ (Safety)

Signed: _____ (O&M Manager)

Permission is granted for this Work

Permit Expires on ____/____/____ at ____: ____ AM/PM

Signed: _____ (Area Supervisor)

Time Started: ____: ____ AM/PM ____: ____ AM/PM

Final Check-Up

Work area and all adjacent areas to which sparks and heat might have spread (such as floors above and below and on opposite sides of walls were inspected for at least 30 minutes after the work was completed and were found fire safe.

Signed: _____ (Contractor Performing Work)

After signing, return permit to person who issued it.

Exhibit D

DEPARTMENT OF HOMELAND SECURITY
CAPITOL POLICE
DIVISION OF PROTECTIVE SERVICES

Building 1, Room 152-A
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
Telephone: 304-558-9911
Fax: 304-558-5604

Kevin J. Foreman
Director

Jack C. Chambers
Deputy Director

Memorandum

To: All State Agencies awarding contracts for vendors working at the Capitol Complex property or vendors that place employees either working on state facilities or working remotely via computer and have access to sensitive information or systems.

From: Kevin J. Foreman, Director
WVDPS Capitol Police

Ref: Instructions for individuals to obtain fingerprints spending unit responsibilities

The government entities obtaining services from vendors and contractors shall obtain a list of the individuals that will be present on the capitol complex and forward the list along with a completed and signed WVDPS Form 12-26 to this office in order for us to verify the names when we receive results from IndentoGo/Idemia. Please call the main office for an email address to send them or fax them to 304-558-5604.

Attached to this memorandum are the WVDPS Form 12-26 and Privacy Act Statement that must be given to the applicant prior to being fingerprinted. The WVDPS Form 12-26 must be completed and received by this office prior to any background information being approved. **Vendor applicants must make an appointment by calling the toll free number 1-855-766-7746 or register online at www.identogo.com.** Large groups can be accommodated, but prior arrangements must be made with IndentoGo. The web site lists multiple locations across the state for fingerprinting.

Payment must be received at the time of printing and the fee is the responsibility of the vendor or contractor holding the contract. Prepayment is available once an account with IndentoGo has been set up. Again, the WVDPS Form 12-26 is to be sent to Capitol Police prior to the fingerprinting at IndentoGo. **All background checks must be WV State and Federal Backgrounds to be acceptable.**

If you have any questions feel free to contact me at 304-558-9911.

Revised: 8/30/2021

File: 2018-012

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for a job or license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- If you have a criminal history record, the officials making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the job, license, or other benefit based on information in the criminal history record.²

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

¹ Written notification includes electronic notification, but excludes oral notification.

² See 28 CFR 50.12(b).

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

Scheduling an appointment:

Step by step process to schedule an appointment online:

1. Go to www.identogo.com
2. In the middle of the page, you will see "Search for services by state". Select West Virginia from the dropdown and go,
3. Next screen, scroll down and select Digital Fingerprinting,
4. Next screen, enter the Service Code **228NY1** and go,
5. Next screen, select "Schedule or Manage Appointment",
6. Next screen, enter your essential information (Name, DOB, phone, etc.) and select next,
7. Next screen, enter your country of birth, city of birth, state of birth, and country of citizenship and select next,
8. Next screen, answer the personal questions and select next,
9. Next screen, enter your personal information (height, weight, gender, etc.),
10. Next screen, enter your mailing address, then select next,
11. Next screen, select the documents you will bring to your appointment (driver's license, passport, etc.), then select next,
12. Next screen, enter a postal code, city or state to search for location, a list of locations will come up. Select the location for your appointment, and select next,
13. Next screen, you will enter payment information, select next,
14. Next screen, you will be able to select your date and time for your appointment.

*****Applicant will follow the instructions for scheduling an appointment online.*****

IMPORTANT NOTE: The applicant should print the confirmation page. If printer is not available applicant must write down their appointment confirmation number, then click finish.

DIVISION OF PROTECTIVE SERVICES CAPITOL POLICE

STATE OF WEST VIRGINIA
ACCESS CARD/ID BADGE/BACKGROUND INQUIRY
REQUEST FORM

Access Card Number

- ☐ Contractor/Vendor
 ☐ Press
☐ Background Inquiry
 ☐ Access Card
 ☐ ID Badge Expiration: _____
 ☐ Photo attached (contractors only)
☐ Modification
 ☐ Cancel Card
 ☐ Card Returned
 ☐ Card not returned

Please report lost or stolen access cards/ID Badges immediately to the Division of Protective Services access card coordinator at 558-4443, or the main office at 558-9911. Replacement cost for a lost or stolen access card or ID Badge is \$10.00 (cash, money order, or check payable to Division of Protective Services). Email forms with photos to: margaret.m.cash@cappd.wvsp.gov

Please print the following personal information:

Name: (Last, First, M.) _____

Mailing Address: _____

Home Phone: _____ Cellular Phone: _____ Date of Birth: _____

Agency Awarding Contract/Contact Name/Phone: _____

Company Name/Contact Name/Business Phone: _____

Type of Work: _____ Building # _____ Work Area: _____

Driver's License Number/State: _____

Vehicle Information:

Year Make Model Color Vehicle License Number

Person to contact in case of an emergency: _____

Relationship: _____ Phone Number: _____

Building Access Requested

Building: ☐01 ☐03 ☐04 ☐05 ☐06 ☐07 ☐09 ☐10 ☐11 ☐15 ☐16 ☐17 ☐20 ☐21 ☐22 ☐23 ☐24 ☐25 ☐27 ☐32 ☐33 ☐34 ☐36 ☐37 ☐53 ☐54 ☐74 ☐84 ☐86 ☐88 ☐97 ☐ Plaza East ☐ DNR Forks of Coal ☐ DOH Weston ☐ DOH Dry
Branch ☐ Economic Development

Access Time Requested: ☐ Public Hours M-F
☐ Extended Business Hours (530am- 7:30pm) M-SSH

☐ Extended Business Hours (530am- 7:30pm) M-F
☐ 24/7

Access needed on: ☐ Saturdays

☐ Sundays ☐ Holidays

Access needed in other Buildings: ☐ Yes

☐ No If yes, which buildings: _____

Agency Access Card Coordinator Signature

Date

()
Requesting Agency Phone Number

Applicant Background Inquiry

Pursuant to West Virginia Code 15-2D-3 (e), service providers, such as vendors or contractors, 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, are required to submit to a fingerprint based criminal history investigation completed by both the West Virginia State Police and Federal Bureau of Investigation. Privacy Act Statement Attached.

Applicants are required to complete this application and forward the same to the Division of Protective Services before fingerprints are submitted at IdentoGo (Idemia). Applicants have the opportunity to complete or challenge the accuracy contained in the FBI identification record. The procedures for obtaining a change, correction, or updating of your FBI criminal history record are set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.

Applicant's Signature: _____



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

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: _____

Contract Purpose: Campus Concrete RepairsAgency Requesting Work: State of West Virginia General Services Division

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: Brett MusickVendor Telephone: 304-601-6660Vendor Address: 17 Indigo Avenue
Verdunville, West Virginia 25649

Vendor Fax: _____

Vendor E-Mail: musickstotalservice@outlook.c



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

I, Brett Musick, after being first duly sworn, depose and state as follows:

1. I am an employee of Musick's Total Service LLC; and,
(Company Name)
2. I do hereby attest that Musick's Total Service 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: Brett Musick

Signature: _____

Title: Owner

Company Name: Musick's Total Service LLC

Date: 05/30/2024

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

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

Bid Bond

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

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

(M) _____

NOW THEREFORE

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

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the 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, the (N) _____ day of (O) _____, 20 (P) _____.

Principal Seal

(R)

(Q) _____
(Name of Principal)

By _____ (S) _____
(Must be President, Vice President, or
Duly Authorized Agent)

(T) _____
Title

Surety Seal

(U)

(V) _____
(Name of Surety)

(W) _____
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.

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 Obligee, 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 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 _____ 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.**



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1427183			Reason for Modification: Addendum No. 1
Doc Description: Campus Concrete Repairs			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-05-16	2024-05-30 13:30	CRFQ 0211 GSD2400000024	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor Signature X	FEIN#	DATE
---------------------------	--------------	-------------

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

ADDITIONAL INFORMATION
Addendum No. 1 is issued to publish and distribute the attached information to the vendor community. *****
Request for Quotation CONSTRUCTION
The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish a contract for campus concrete repairs, per the bid requirements, specifications, project plans and terms and conditions as attached hereto.

A mandatory pre-bid meeting will be held on 05/16/2024 at 10:00 am in the Capitol Cafeteria located in the basement of Building 1. *****

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Campus Concrete Repairs				

Comm Code	Manufacturer	Specification	Model #
72152700			

Extended Description:
See Exhibit A - Pricing Page

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Mandatory prebid meeting at 10:00 am	2024-05-16
2	Technical questions due by 2:00 pm	2024-05-23

SOLICITATION NUMBER: Addendum Number:

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:

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.

ATTACHMENT A

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ GSD24 00000024
 Date of Pre-Bid Meeting: 5/16/2024
 Location of Prebid Meeting: Bldg. 1 Cafeteria

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
SQP Construction Group	Jacob Grose	281 Smiley Dr. St. Albans, WV 25177	304-532-3654	304-440-9200	estimating@sqpgc.com
Musicks Total Service	Jamie Evans	Verdunville WV 25644	304-601-6660		musickstotalservice@outlook.com
MonCO Constructors	Nathan Sanders	211 PIKE ST Barnackville WV	740-645-8595		N.Sanders@moncoconstructors.com
specialty groups	Mike Eads	Bridgeport WV	304-918-8245		MEads@SgiWV.com
Willis Management Group	Kevin Willis	1113 A Main St Oak Hill WV 25901	304 640 3281		K.Willis@WMGWV.com
Start to Finish	Christian Freeze	6982 Charleston rd Walton WV 25786	304 926 9988		Cfreeze01@kchoo.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

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.

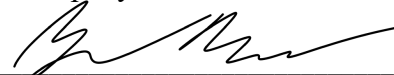
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.

Company



Authorized Signature

Date

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



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV059355

CLASSIFICATION:

GENERAL BUILDING
SPECIALTY
EXCAVATION
LANDSCAPING
DEMOLITION
LANDCLEARING

MUSICKS TOTAL SERVICE LLC
DBA MUSICKS LAWN CARE AND EXCAVATION
PO BOX 205
VERDUNVILLE, WV 25649

DATE ISSUED

EXPIRATION DATE

JANUARY 14, 2024

JANUARY 14, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**MUSICK'S TOTAL SERVICE LLC
DBA MUSICIA LAWCARE AND EXCAVATION
17 INDIGO AVE
VERDUNVILLE, WV 25649-0000**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2323-4222

This certificate is issued on: **01/06/2022**

This business is licensed as a collection agency.

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conley Insurance Agency, LLC 504 Solida Road South Point OH 45680		CONTACT NAME: Lori Payne PHONE (A/C, No. Ext): 740-414-1999 E-MAIL ADDRESS: lori@conleyins.com FAX (A/C, No): (740)214-0077	
INSURED Musick's Total Service LLC Brett Musick D/B/A Po Box 205 Verdunville WV 25649-0205		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Ins Co INSURER B: Erie Ins Prop & Cas Co INSURER C: Flagship City Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC # 26263 26830 35585	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q61-0223704	09/12/2023	09/12/2024	EACH OCCURRENCE \$ 1000000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000				
			MED EXP (Any one person) \$ 5000				
			PERSONAL & ADV INJURY \$ 1000000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q09-6240014	09/12/2023	09/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
			AGGREGATE \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> Y	N / A	Q93-6200338	09/12/2023	09/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1000000				
			E.L. DISEASE - EA EMPLOYEE \$ 1000000				
			E.L. DISEASE - POLICY LIMIT \$ 1000000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

<Base Form>

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori Payne

Fax:

Email:

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Musick's Total Service LLC
of Verdunville, WV, as Principal, and Developers Surety And Indemnity Company
of Cleveland, OH, a corporation organized and existing under the laws of the State of GA
with its principal office in the City of Cleveland, OH, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of Five Percent (5%) of Amount Bid (\$) 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
Campus Concrete Repairs CRFQ 0211 GSD240000024

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 Obligor 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 30th day of May, 2024.

Principal Seal

Musick's Total Service LLC

(Name of Principal)

By

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

Owner

(Title)

Developers Surety and Indemnity Company

(Name of Surety)

Anthony M. Spina

Attorney-in-Fact

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

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

_____, of Manhasset, NJ
Anthony M. Spina, Aaron V. Nowland, Robert G. Lull and Arpi Medvedian

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 17, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 28th day of November 2023, before me, Hoang Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf of which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: _____



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: _____

686415E7ADE548C...

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Barry W. Moses, Assistant Secretary

POA No. N/A

Ed. 0323

Signed and sealed this 30TH day of MAY 2024

Developers Surety and Indemnity Company
BALANCE SHEET AS OF DECEMBER 31, 2023
(Statutory Basis)

Assets		Liabilities, Capital and Surplus	
Cash and Invested Assets:		Liabilities:	
Cash	\$ 6,250,184	Outstanding Losses and Loss Expenses	\$ 397,890,250
Bonds	489,146,748	Unearned Premiums	127,447,943
Common Stocks	20,687,102	Ceded Reinsurance Premium	4,199,388
Receivable for Securities	26,386	Commissions, Taxes and Other Liabilities	48,345,467
			<u>\$577,883,028</u>
Total Cash and Invested Assets	<u>\$516,110,420</u>	Total Liabilities	
Other Assets:		Capital and Surplus:	
Premium and Considerations	\$ 152,503,318	Common Capital Stock	\$ 3,100,000
Reinsurance Recoverable on Paid Losses	303,004	Gross Paid In and Contributed Surplus	88,003,432
Receivable from Parent, Subsidiaries and Affiliates	3,556,228	Unassigned Funds (Surplus)	48,542,724
Miscellaneous	66,358,934	Special Surplus-Retroactive Reinsurance	21,302,720
Total Other Assets	<u>\$ 222,721,484</u>		<u>\$ 160,948,876</u>
Total Assets	<u>\$ 738,831,904</u>	Total Equity	<u>\$ 738,831,904</u>
		Total Liabilities and Equity	

Valuation of securities were provided by pricing service Interactive Data (IDC)

CERTIFICATION

I, Christopher Foy, President of Developers Surety and Indemnity Company, hereby certify that the foregoing is a full, true and correct copy of the Balance sheet of said Corporation, as of December 31, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation on this 10th day of May 2024.


President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 9th day of May 2024, before me, Patricia A. Nelson, a Notary Public, personally appeared, Christopher Foy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument and the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

Signature of Notary Public

