



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

Request for Quotation

RFQ NUMBER
GSD096431

PAGE
1

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

PRAY

Construction Company

General Contractors • Design-Builders

4964 Teays Valley Road

Scott Depot, WV 25560

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 02/11/2009 | | | | |

BID OPENING DATE: **03/24/2009** BID OPENING TIME **01:30PM**

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| 0001 | 1 | JB | | 968-42 | | |
| RENOVATIONS TO 10TH FLOOR, BLDG#5 | | | | <p style="text-align: center;">RECEIVED FEB 12 2009 ZMM, INC</p> | | |
| REQUEST FOR QUOTATION | | | | | | |
| <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIAL FOR RENOVATIONS TO BUILDING #5 (10TH FLOOR) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA.</p> <p>PLANS AND SPECIFICATIONS FOR THIS PROJECT MAY BE OBTAINED BY CONTACTING: ZMM, INC. 222 LEE STREET WEST CHARLESTON, WV 25302 PHONE: 304-342-0159 FAX: 304-345-8144</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON THURSDAY, FEBRUARY 26, 2009 AT 10:00 AM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING #1 ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT</p> | | | | | | |

RECEIVED
 2009 APR -7 PM 1:19
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-755-4944** DATE **4-7-09**

TITLE *President* FEIN **55-0643176** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



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2

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

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| <p>MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS, REQUESTS FOR INTERPRETATIONS/ CLARIFICATIONS, AND REQUESTS FOR SUBSTITUTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION IN ACCORDANCE WITH SECTION 001100 OF THE SPECIFICATION MANUAL ISSUED BY ZMM, INC. (02/04/2009). REQUESTS MAY BE SUBMITTED VIA FAX AT 304-558-4115 OR VIA EMAIL TO KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL REQUESTS IS 03/06/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 150 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY</p> | | | | | | |

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PAGE: **3**

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| <p>EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION, IF SUCCESSFUL, FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p> | | | | | | |

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

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5

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| <p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> | | | | | | |

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6

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

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| <p>MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .. MARCH 2, 2009.</p> <p>NO. 2 .. MARCH 16, 2009.</p> <p>NO. 3 .. MARCH 26, 2009.</p> <p>NO. 4 ..</p> <p>NO. 5 ..</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>.. PRAY CONSTRUCTION COMPANY COMPANY</p> <p>.. APRIL 7, 2009 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> | | | | | | |

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| <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... PRAY CONSTRUCTION COMPANY</p> <p>CONTRACTORS LICENSE NO.: ... WV000650</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> | | | | | | |

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

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



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

Request for Quotation

RFQ NUMBER:
GSD096431

PAGE:
9

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 02/11/2009 | | | | |

BID OPENING DATE: **03/24/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD096431</p> <p>BID OPENING DATE: 03/24/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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



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

Request for Quotation

RFQ NUMBER:
GSD096431

PAGE:
10

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

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

SUPPLIER

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-------------------|---------------|----------|--------|---------------|
| 02/11/2009 | | | | |

BID OPENING DATE: 03/24/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NG | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p style="text-align: center;">MARK GRIGSBY, PRESIDENT</p> <p>-----</p> | | | | | | |
| <p>***** THIS IS THE END OF RFQ GSD096431 ***** TOTAL: _____</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

State of West Virginia
Department of Administration

General Services Division
Engineering Section

REQUEST FOR QUOTATIONS#GSD096431

RENOVATIONS

WEST VIRGINIA STATE OFFICE BUILDING #5 - 10th FLOOR

Location: Building 5 – 10th Floor
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

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

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer
Purchasing Division
P. O. Box 50130
Charleston, West Virginia 25305-0130
Fax: (304) 558-4115
Krista.s.ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide renovation services.

Pre-Bid Meeting:

A mandatory pre-bid meeting for this project is scheduled for Thursday, February 26, 2009 at 10:00 a.m., meeting in the Capitol Food Court of the Main Capitol Building, with a walk-through of the jobsite following.

State of West Virginia
Department of Administration

General Services Division
Engineering Section

Scope:

The work consists of the Contractor following OSHA and any/all other rules, guidelines, standards and laws associated with renovation work as referenced in the project manual and the project drawings. The successful contractor shall be required keep the work area clean on a daily basis and remove associated debris from the site on a regular (minimum of twice weekly) basis. It will be the responsibility of the Contractor to furnish and provide all collection bins and dumpsters and construction chutes to complete the project.

The state office building shall remain in full operation during the course of this work. Work should be scheduled with prior coordination with the building owner to eliminate potential disruption to the other floors. The contractor shall be responsible for damage to the building or materials resulting from negligence caused during his operations.

Furnish all materials, labor, and equipment necessary to complete the work indicated in the project manual, project drawings and all related specifications. The intent of this project is to provide a fully completed renovation project in accordance with all project documents. Furnish any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental work is not explicitly included in the contract documents.

This Request for Quotations also incorporates the accompanying project documents:

- 1 – Project Manual 0821 - Volumes 1 & 2 as prepared by ZMM Architects and Engineers dated February 4, 2009.
- 2 – Project Drawings, including the information contained on the drawings.

Definitions:

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in the Contract shall refer to the General Services Division.

State of West Virginia
Department of Administration

General Services Division
Engineering Section

Reference Requirement:

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. All bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the renovation work completed.

Payment:

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

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

Payments shall be made monthly based on the percentage of work completed. A five percent (5%) retainage will be deducted until the substantial completion of the entire contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

Submit the proposed invoice to the General Services Division - Projects / Engineering Section for approval of format prior to submission of first invoice.

Supplementary General Conditions:

- I. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor 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

State of West Virginia
Department of Administration

General Services Division
Engineering Section

payments, withholdings, contributions, taxes, social security taxes, and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership association or entity without expressed written consent of the agency.

- II. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, 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 Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or deposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- III. This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- IV. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- V. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- VI. Contractor shall be responsible for parts and materials as follows:
- A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
 - B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

Insurance:

Contractor shall provide evidence to the Owner of adequate coverage for Public Liability and Property Damage Insurance (minimum \$1,000,000) to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract.

State of West Virginia
Department of Administration

General Services Division
Engineering Section

Insurance limits shall meet insurance requirements for state projects, available from the WV Purchasing Division. All employees engaged in work under this contract shall be covered by West Virginia Worker's Compensation Insurance.

Wage Rates:

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the jobsite.

Vendor's Number:

The State of West Virginia will consider bids from all qualified vendors including those who do not have a current vendors certificate. Prior to the award of a contract, vendors must have a vendor's certificate and obtained a vendor's number from the Purchasing Division. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Administration, 2019 Washington Street, East, Charleston, West Virginia 25305. Application forms are also available from the Division of Purchasing website at www.state.wv.us/admin/purchase.

Contractors License:

The State of West Virginia requires all Contractors bidding the project be licensed with a valid West Virginia Contractor's License issued by the WV Department of Labor prior to submitting a Bid. Submit proof of licensure by noting license number on bid, where indicated.

Submittals:

All submittals for this project shall be submitted to ZMM Architects & Engineers, 222 Lee Street West, Charleston, WV 25302 and reviewed and approved by the General Services Division's Engineering Section Manager or his designee.

Project Closeout:

1. Closeout documents shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit records of quality assurance testing.
5. Submit "Affidavit of Payment of Debts and Claims."

Final Inspection:

The Final Inspection will be conducted by an Architect / Engineer from the General Services Division, Engineering Section or authorized designee in conjunction with a representative from ZMM..

State of West Virginia
Department of Administration

General Services Division
Engineering Section

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

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

Limits of Work

Work areas will be limited to the 10th floor of Building 5. Some exterior space may be utilized for temporary (overnight) storage of material. Coordinate storage needs with the GSD Building Manager.

Owner and Agency office spaces shall remain in use during this contract

Use of Facilities

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

Contractor Schedule:

Include delivery dates of major materials and scheduled dates for pick up of waste collection units. Coordinate time periods when ground level material storage will be required. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

Waste Removal

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a regular basis (minimum twice weekly).

Contractor Security Badges

Building 5 is a secure facility. All Contractor personnel must present contractor photo ID badges prior to entering the building. Photo ID badges can be obtained from the General Services Division in the Main Capitol Complex. Contractor employees will be subject to a security check as part of issuance. Contractor shall return all issued photo ID badges at completion of the work.

State of West Virginia
Department of Administration

General Services Division
Engineering Section

All Contractor personnel on-site must sign in and out of the building at the building's main entrance on a daily basis.

Work Restrictions:

Work shall be performed during normal business working hours of 8:00 am to 7:00 pm, Monday through Friday, except state recognized holidays.

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

Parking

No parking is available on the site. The Contractor is responsible for providing all off-site parking required for the project. This includes parking for refuse dumpsters required for the project.

Building Access

The building is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a secure location. Access to the building shall be coordinated with the Owner. Contractor's personnel shall use the front entrance when entering or leaving the building. Contractor shall not leave open doors unattended and shall lock doors when not in use.

Codes:

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

State of West Virginia
Department of Administration

General Services Division
Engineering Section

References:

Reference Name: Mr. Kent George
Position: Principal, Robinson & McElwee
Address: 400 Fifth Third Center 700 Virginia Street East Charleston, WV 25301
Telephone Number: 304-347-8322
Project Name: Fifth Third Center
Project Description: Construction of the Fifth Third Center

Reference Name: Mr. Larry Robertson
Position: Executive Director, Kanawha HospiceCare, Inc.
Address: 1606 Kanawha Blvd. West, Charleston, WV 25312
Telephone Number: 304-768-8523
Project Name: Hospice Administration Building
Project Description: Construction of the Administration Building

Reference Name: Mr. Ben Bailey or Mr. Brian Glasser
Position: Partner/Owner, Bailey & Glasser LP
Address: 209 Capitol Street, Charleston, WV 25301
Telephone Number: 304-345-6555
Project Name: 209 Capitol Street
Project Description: Complete Historic Building Renovation

DOCUMENT 00100 – INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Pre-Bid Conference

A pre-bid conference will be held at the time stipulated in the "Request for Quotations" at the site. Attendance at pre-bid conference is mandatory for prime bidders only.

2. Receipt and Opening of Bids

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalties in or reject any and all bids. Any alteration or withdrawal of bids must in accordance with WV Code 5A-31-11(c) and West Virginia Code of Rules 148 CSR 1 Section 6.2.6-6.2.8. Any bid received after the time and date specified will not be considered.

3. Bidder's Representations

By submitting a Bid, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder's request will be made only by addenda.

4. Preparation of Bid

Each bid should be submitted on the prescribed form and in accordance with the Director of Purchasing's requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

Each bid should be submitted to the Purchasing Division in accordance with the instruction in the Request For Quotations

5. Method of Bidding

The OWNER invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.

Bidders must comply with all bidding requirements and conditions set forth in the Project Manual and the Request For Quotations. In the case of any conflict, the Purchasing Division regulations as expressed in the Request For Quotations shall supersede the Project Manual. All bidders and bidder's subcontractors shall be licensed in compliance with WV State Code. All bidders shall include their license number on the Bid Form.

6. Bid Security

Each Bid shall be accompanied by a bid bond payable to the Owner for five percent (5%) of the total Bid issued by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the state of the proposed project. Should the Bidder refuse to enter into a contract with the Owner on the terms stated in the Bidding Documents or fail to furnish bonds covering faithful performance of the Contract and all obligations arising thereunder, the full amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Sample Bid Bond forms are included in Bidding Forms section.

7. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to Krista Ferrell in the WV Purchasing Division, per the language of and by the date shown in the Request For Quotations. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

The Bidder to whom any contract is awarded, must pay for, execute and deliver to the Purchasing Division, prior to award of contract, a corporate surety Performance and Labor and Material Payment Bond on the forms for which a sample is provided, to be executed by an A.M. Best A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the resident state of the Project, in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information For Bidders).

10. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes.

12. Substitutions

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request For Quotations for the submission of technical questions. To ensure clarity of the requests, faxed submissions are not permitted and will be rejected; vendors shall submit said requests in writing by mail, hand deliver or email.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

13. List of Proposed Subcontractor and equipment/Material Suppliers

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the General Services Division within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the General Services Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof. "

14. Insurance Coverage

The Contractor shall present evidence to the OWNER of adequate coverage of Public Liability and Property Damage Insurance to protect the OWNER from any claim of damage which might arise from any accident or carelessness during the life of this contract.

Insurance coverage types and minimum coverage amounts are indicated on sample Certificate of Insurance bound herein.

15. West Virginia Workers' Compensation

All employees engaged in the work of this contract shall be covered by State Compensation Insurance.

16. Wage Rates

In preparation of Bids, contractors are reminded that all projects for the State Of west Virginia are subject to requirements found in the "West Virginia Jobs Act," Chapter 21, Article 1C of the West Virginia Code and all Department of Labor regulations.

Each Bidder shall be responsible for obtaining a current and correct schedule of the prevailing wage rates, as determined by the WV Department of Labor for the resident county of the Project. Bidders may obtain current wage rates at www.wvsos.com, or contact the office of the WV Secretary of State (304) 558-6000.

Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and subcontractor.

17. Vendor's Number

Prior to any bid being awarded, vendors must properly register and pay the appropriate registration fee to the Purchasing Division. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Finance and Administration, State Capitol Building, Charleston, West Virginia 25305.

END OF DOCUMENT

Attachment: Request for Substitution (Prior to Bid)

REQUEST FOR SUBSTITUTION (PRIOR TO BID)

This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted.

Instructions:

1. *Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.*
2. *Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.*
3. *When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.*

To: **WV Purchasing Division,
ATTN: Krista Ferrell, Senior Buyer
2019 Washington Street,
Charleston, WV 25305**

Date: _____

Section: _____

Article: _____

Specified Product/Manufacturer: _____

Proposed Substitute: _____

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be locally available for the proposed substitution.

Submitted by:

Architect/Engineer's Review Comments:

Signature/Title: _____

____ Accepted ____ Accepted As Noted

Prime Bidder: _____

____ Not Accepted ____ Received Too Late

Address: _____

____ Not a Substitutable Item

Signature: _____

Telephone: _____

Review Date: _____

Attachments

BID FORM

DATED: 04/07/2009
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000650

SUBMITTED TO: State of West Virginia
Finance and Administration
Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

RENOVATIONS TO STATE OFFICE BUILDING NO. 5 - 10TH FLOOR WEST VIRGINIA CAPITAL COMPLEX CHARLESTON, WEST VIRGINIA

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

BASE BID:

For the sum of: Two million Eight hundred forty-nine thousand
(\$ 2,849,000).

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate Bid No. 1 - To provide LED Vision Panels as designated on Drawings as Alternate No. 1 and as specified in section 08412 - LED Vision Panels.

ADD the sum of: Thirty five thousand six hundred fifty
(\$ 35,650).

Alternate Bid No. 2 - To execute Commissioning as specified in Section 01810 - General Commissioning Requirements and section 01815 - Commissioning Of HVAC.

ADD the sum of: Twenty-six thousand six hundred
(\$ 26,600).

Alternate Bid No. 3 - To provide Sound Masking System as designated on Drawings and as specified in Section 16751 - Sound Masking System.

ADD the sum of: Thirty-two thousand two hundred
(\$ 32,200).

Alternate Bid No. 4 - To provide Room Scheduling Appliances as designated on Drawings and as specified in Section 16785 - Room Scheduling Appliances.

ADD the sum of: Ten thousand eight hundred
(\$ 10,800).

If awarded contract, I (we) agree to perform the work to completion and ready for occupancy and use within 150 calendar days of the issuance of the Owner's Notice To Proceed.

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and the bid is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

Addendum #1 03/02/2009 .. Addendum #3 03/26/2009
Addendum #2 03/16/2009 _____

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all bids, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner.

The bidder hereby agrees to commence work under this contract on a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this contract in accordance with the Project Schedule and achieve FINAL COMPLETION of the entire project within the time period indicated above.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this bid is genuine and is not sham, collusive, or fraudulent; (2) this bid is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this bid is accepted.

SIGNATURE OF BIDDER:

Firm: Pray Construction Company

By: 

Address: 4964 Teays Valley Road

Title: Mark O. Grigsby, President

Address: Scott Depot, WV 25560

Phone: 304-755-4944

END OF BID FORM

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Renovations to 10th Floor Building #5 WV State Capitol Complex - According to Plans and Specifications

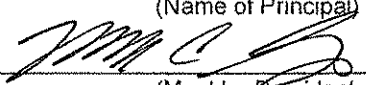
NOW THEREFORE,

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


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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
24th day of March _____, 2009 _____.

Principal Corporate Seal

Pray Construction Company
(Name of Principal)
By: 
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
By: 
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 220367

Certificate No. 002730186

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

Gregory T. Gordon, Patricia A. Moyer, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 2008

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 5th day of December, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2009.

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

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

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

Vendor's Name: PRAY CONSTRUCTION COMPANY

Authorized Signature: 

Date: APRIL 7, 2009



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

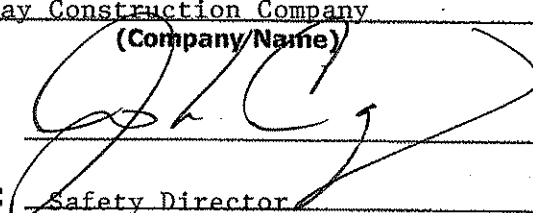
I, John C. Casey, after being first duly sworn, depose and state as follows:

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

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

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

Pray Construction Company
(Company Name)

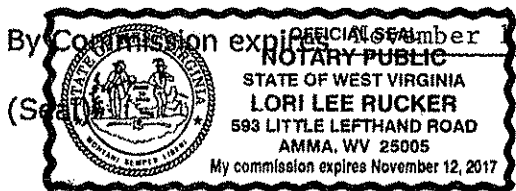
By: 

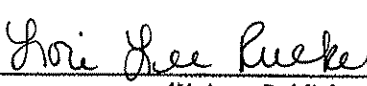
Title: Safety Director

Date: _____

Taken, subscribed and sworn to before me this 18 day of March 2009.

By Commission expires Special Chamber 12, 2017





(Notary Public)

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