

## Request for ARTONUMBERS Quotation

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SUBJECT ATTENTION OF THE SPONGENCE TO ATTENTION OF THE SECOND KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE

NITRO ELECTRIC COMPANY, INC.

4300 FIRST AVENUE, 2ND FLOOR Post Office Box 879 Nitro, WV 25143-1001

"an equal opportunity employer" An Energy Services of America Corporation Compar DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304~558-2317

DATE PAINTED	ERMS OF SALE	: ->SHIP VIA	F.O.B	FREIGHT/TEAMS
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Executive Vice President	208844160		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 bld.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance will the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mulual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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 entitles.
- 16. 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, little 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 material, 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.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

## Quotation

GSD126433

PAGE:

KRISTA FERRELL

ADDRESS CORRESPONDENCE TO A HENTION OF THE STATE OF THE S 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304-558-2317

DATE PANYED TERMS OF SALE SHIP VIA FOOD FOOD FREIGHTERING 02/08/2012 BID OPENING DATE: 03/14/2012 BID OPENING TIME 01:30PM uor | W. AMOUNT: ITEM NUMBER UNIT PAIQE ÛNR : CUANTITY OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT THE STATE WILL NOT IN DISQUALIFICATION OF THE BID. ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO BIDDERS WHO ARRIVE THE STARTING TIME FOR THE PRE-BID. LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST |VIRGINIA STATE PURCHASING DIVISION VIA| FAX AT 304-558-G115 OR VIA EMAIL AT KRISTA.S.FERRELLOWV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/29/2012 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, see reverse side for terms and conditions .... SIGNATURE 304-204-1500 3/14/2012 ADDRESS CHANGES TO BE NOTED ABOVE **Executive Vice President** 208844160



## Request for PRONUMBER CONTROL OF THE PRONUMBER Quotation

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KRISTA FERRELL

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

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

## Request for MANAGER NAMED TO BE A SECOND MANA

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

ADDRESS CORRESPONDENCE TO A HEN HON ON THE

304-558-2317

SHIP VIA DATE PRINTED. TEAMS OF SALE. 02/08/2012 BID OPENING DATE: BID OPENING TIME 03/14/2012 JUOP ... CAT Was Utem Number AMOUNT: Su LIND UNIT PRIQE QUANTITY THE AGENCY WILL ISSUE A WRITTEN NOTICE IS RECEIVED. TO PROCEED TO THE SUCCESSFUL VENDORS. 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. 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 GODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ANY REFERENCES MADE TO ARBITRATION OR ARBITRATION: 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. VENDOR IS REQUIRED TO PROVIDE WORKERS' COMPENSATION: A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO UNLESS OTHERWISE SPECIFIED IN ISSUANCE OF CONTRACT. THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00. (XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN SEE REVERSESIDE YOR TERMS AND CONDITIONS SIONAYURF DATE TELEPHONE 304-204-1500 3/14/2012 ADDRESS CHANGES TO BE NOTED ABOVE Executive Vice President 208844160



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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

JOBSITE

SEE SPECIFICATIONS

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION

304-558-2317

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DATE PAINTED TERMS OF SALE Š<del>HĮR VIA</del> FÖ.B 02/08/2012 01:30PM BID OPENING TIME BID OPENING DATE: 03/14/2012 **LÍNE** SA TAUONA COUNTITY UNITERICE AN AMOUNTS STATED ON THE SAMPLE INSURANCE CERTIFICATE LOCATED IN THE PROJECT MANUAL. (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 ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. ) MAINTENANCE BOND A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE 304-204-1500 3/14/2012 ADDRESS CHANGES TO BE NOTED ABOVE 208844160 Executive Vice President



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

Request for Quotation

GSD126433

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ADDRESS CORNESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304-558-2317

3/14/2012

ADDRESS CHANGES TO BE NOTED ABOVE

TEHMS OF SALE SHIP YIA DATE PRINTED 02/08/2012 BID OPENING TIME 01 30PM BID OPENING DATE: 03/14/2012 VOP PAT AMOUNT UNIT PRICE QUANTITY ITEM NUMBER LING 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. 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 IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. 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 DNLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS. 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA see heverse side for terms and conditions

208844160 Executive Vice President WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

304-204-1500



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

Request for MANAGERAL MANAGER AND ASSESSED TO SERVICE Quotation

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE

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Executive Vice President

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

## Request for MANAGER MA Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304-558-2317

PATE PAINTED TEAMS OF SALE 02/08/2012 BID OPENING TIME BID OPENING DATE: 03/14/2012 AMOUNT: UNIT PRICE NOV. PLANS AND/OR SPECIFICATION, ETC. MY PROPOSAL, ADDENDUM NOS.: 3/12/2012 NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. NITRO ELECTRIC COMPANY INC 3/14/2012 REV. 11/96 CONTRACTORS LICENSE see reverse side for terms and conditions ::: TELEPHONE 304-204-1500 3/14/2012 ADDRESS CHANGES TO BE NOTED ABOVE

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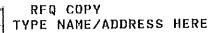
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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304-558-2317

ADDRESS CHANGES TO BE NOTED ABOVE



DATE PRINTED TERMS OF SALE 02/08/2012 BID OPENING TIME 01:30PM **BID OPENING DATE:** 03/14/2012 AMOUNT: QUANTITY UOP UNITERIOE ĽN6≪ BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTICY PRIOTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. REV. 5/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID KRISTA FERRELL-FILE 21 BUYER: GSD126433 REQ. NO. t 03/14/2012 BID OPENING DATE: BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-204-1350 SER NEVERSE GIOR FOR YERMS AND CONDITIONS : ... TELEPHONE 304-204-1500 3/14/2012



## Request for Quotation GSD126433

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

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304-204-1512 \*709060507 NITRO ELECTRIC COMPANY INC 4300 #2 FIRST AVENUE

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Appress correspondences to attention of KRISTA FERRELL **3**04-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

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## **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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services,
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKHUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and yold, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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 yendor.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form,
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. 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

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Capitol Building, Charleston, WV Rehab Site Lighting Project Project No. GSD126433

## REQUEST FOR QUOTATIONS #GSD126433

## WV REHAB CENTER PERIMETER LIGHTING PROJECT

## ADDENDUM #1

## TECHNICAL QUESTIONS AND ANSWERS

#### Clarifications:

- 1. There is no requirement on this project for Builder's Risk Insurance (the Request for Quotations has the box incorrectly checked).
- 2. The insurance requirements in the Acord Certificate samples with the State of WV Supplementary Conditions to the AIA A201-2007 are the correct minimum requirements.

Question#1: On drawing ES1, Power Riser Feeder Schedule, Feeder No. 2 calls for (2) 1/2" conduits. Should this be (1) 2-1/2" conduit?

Answer#1: Yes. The required conduit is Quantity: 1 conduit of 2-1/2" size.

然のなし FAX 304-872-3634  $\omega$ TELEPHONE & FAX PHONE 304-345-1253 SAX 304-345-1256 PHONE 304-342 2721 TOLL FREE 304-344-0833 NUMBERS 304-253 Page PHONE 304-TOLL FREE PHONE TOLL PHONE TOLL FREE FAX FREE FAX FREE FAX \* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD MALING ADDRESS CHARLESTON, WU 3695 SIGN IN SHEET PLEASE PRINT 00 000 000 Ü 0 Email Address: Machen Bestune lectus 11c.com Request for Proposal No. 650126433 Flectis Email Address: Schrawning @ widsl.ne. Email Address: TORAUY CWEDIKELICOM 44.00 FIRM & REPRESENTATIVE NAME Company Progressive Electric Company: LAWE BENTHARES Company: WI Brat of Adain - 15 P Buch Boson 1.060 びれた CA MOD 2 healen Company: Glen 而可 Email Address: Email Address: Company: Rep: Rep: 7. 2. Rep; Нер:

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TELEPHONE & FAX NUMBERS \* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

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Company: PLKTEN ELECTIFIC IN C.	P.O. Box 33	PHONE 394・465・944フ TOLL
Rep: Draze Second	SCALBED WIN	FREE
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Chini Mark II Prostoruction CO.	P.o. 685 Bauley Bridge.	PHONE 304-632-1600
Ber Octo Less	W.V. 05095	FREE N/A
Address:		FAX 304-632-1501
About Sas !!	3743 Winteld Rd	PHONE 34-757- 2864
Showing Showing	Winfield WV 25213	FREE
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ETISH AUGUSTS.	45 to 8 to 15th	PHONE 304-562-769/
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FIRM & REPRESENTATIVE NAME	MARING ADDRESS	TELEPHONE & FAX
company. NRO Electric Co.	P.O. Box 879, 4300 First Ave	PHONE 304-7.04-1500
Her: Randu Witt	Nitro, WV 25143	TOLL
Email Address: ( Witte nitro-electric, com		FAX 304-204-1350
Company:	2	PHONE
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# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

COUNTY OF PUTNAM, TO-WIT:	
I, CINDI LESTER , after being first duly sworn, depose and state as follows:	
1. I am an employee of <u>NITRO ELECTRIC COMPANY INC.</u> ; and, (Company Name)	
2. I do hereby attest that NITRO ELECTRIC COMPANY INC. (Company Name)	
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.	
The above statements are sworn to under the penalty of perjury.	
NITRO ELECTRIC COMPANY INC, (Company Name)	
By: Offester	-
Title: CORPORATE SAFETY DIRECTOR	<u>:</u>
Date: 3/14/2012	
Taken, subscribed and sworn to before me this 14th day of MARCH	<sup>1</sup>
By Commission expired lawy of the provided state of West Virginia My Commission Expires August 06, 2018  401 feresa Street Scott Depot, WV 25526  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.  Rev March 20	

RFQ No.	

## STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

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

#### **DEFINITIONS:**

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

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

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

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

## 



WITNESS THE FOLLOWING SIGNATURE



## CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY) 09/26/2011

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 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		CONTACT NAME:							
Nitro Electric Company, Inc. 100 Industrial Lane		PHONE (A/C, NO, FXT): 877-945-7378 FAX (A/C, NO): 888-467-2378							
	Four Gateway Center	E-MAIL ADDRESS: certificates@willis.com							
		INSURER(S)AFFORDING COVERAGE	NAIC#						
	Four Gateway Center Suite 505 Pittsburgh, PA 15222  Nitro Electric Company, Inc.	INSURERA: Arch Insurance Company	11150-001						
INSURED	Witne Blackwis Company Inc	INSURERB: National Union Fire Insurance Company of 19445-001							
	Suite 505 Pittsburgh, PA 15222  JRED  Nitro Electric Company, Inc. 100 Industrial Lane	INSURERC: Everest National Insurance Company 10120-0							
		INSURER D:							
		INSURER E:							
	1	INSURER F:							

**COVERAGES CERTIFICATE NUMBER: 16632419**  **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.

NSR	TYPE OF INSURANCE	ADD'L INSRD	SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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A	AUTOMOBILE LIABILITY  X ANY AUTOS AUTOS AUTOS X HIREDAUTOS X NON-OWNED AUTOS			ZACAT9057200	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0  BODILY INJURY(Per person) \$  BODILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$	00
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORYPARTINER/EXECUTIVE OFFICER/EMMEMBER EXCLUDED? (Mandatory in NH) Ilyes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZAWCI9118000	1/1/2011	1/1/2012	X WC STATU: OTH- TORYLIMITS E.L. EACH ACCIDENT \$ 1,000,0 E.L. DISEASE - EA EMPLOYEE \$ 1,000,0 E.L. DISEASE - POLICYLIMIT \$ 1,000,0	00
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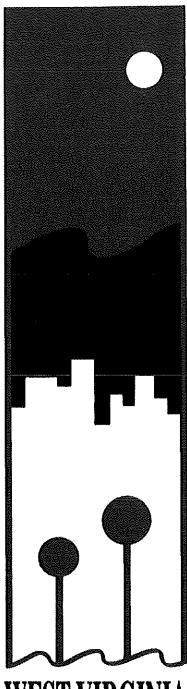
CERTIFICATE HOLDER	CANCELLATIO

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

The State of West Virginia Purchasing Division 2019 Washington Street, East Charleston, WV 25305-0130

AUTHORIZED REPRESENTATIVE

Coll:3496799 Tpl:1208321 Cert:16632(1)9 © 1988-2010 ACORD CORPORATION. All rights reserved.



## WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV042601

Classification:

ELECTRICAL HEATING, VENTILATING & COOLING PIPING

NITRO ELECTRIC COMPANY INC DBA NITRO MECHANICAL SERVICES 4300 1ST AVE #2 NITRO, WV 25143-1001

**Date Issued** 

**Expiration Date** 

JUNE 13, 2011

JUNE 13, 2012

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

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



Request for Quotation GSD126433

DATE PRINTED TERMS OF SALE SINE VIA FOR SALE FOR THE GHT TERMS

GSD126433

PAGESKS.

XVXXX ADDRESS CORRESPONDENCE: TO ATTENTION OF EXAMAL.

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION JOBSITE SEE SPECIFICATIONS

304-558-2317

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Executive	Vice Pre	esident	2088	44160	_	_		ES TO BE NOTED ABOVE

Agency	Department of Administration
REQ.P.	O#GSD126433

## **BID BOND**

of Nitro WV as Principal, and Liberty Mutual Insurance Company of Boston MA a corporation organized and existing under the laws of the State of MA with its principal office in the City of Boston as Surety, are heated 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 GSD1 28433 Campus Perimeter Security Lighting Installation - According to Plans & 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 nutl and void, otherwise this obligation shall remain in full force and effect. It its expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the ponal 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 impalied or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby well on a such as a second of the same are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 14th day of March 2012 (Name of Principal)  Nitro Electric Company, Inc.  (Riught be Principal)		KNOW ALL N	IEN BY THESE	PRESENTS, That we,	, the undersigned, Nitro Electric Company, Inc.
MA   a corporation organized and existing under the laws of the State of MA   with its principal office in the City of   Boston   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 GSD1 26433 Campus Perimeter Security Lighting Installation - According to Plans & Specifications    NOW THEREFORE, (a) It said bid shall be rejected, or (b) It said bid shall be rejected, or (b) It 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 greenenent created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligations that 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 horein 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 impalited or affected by any extension of thee lime 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 14th day of March 2012    Nitro E	of	Nitro			
NVIA with its principal office in the City of Boston 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 fruly 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 GSD1 26433 Campus Perimeter Security Lighting Installation - According to Plans & Specifications  NOW THEREFORE,  (a) If said bid shall be rejected, or (b) It 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 exension 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    New York Principal   New Yo				MA	, a corporation organized and existing under the laws of the Ctale of
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have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  14th day of March , 2012  Principal Corporate Seal  Nitro Electric Company, Inc.  (Name of Principal)  By faut (Est U)  (Title)  Surety Corporate Seal  Liberty Mutual Insurance Company  (Name of Surety)  By: Fauture  (Name of Surety)	way imp waive ne	Squed of anacter	in ny any exicus	ved, hereby stipulates ion of the time within w	and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
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Principal Corporate Seal  Nitro Electric Company, Inc.  (Name of Principal)  By  (Must be President or Vice President)  (Title)  Surety Corporate Seal  Liberty Mutual Insurance Company  (Name of Surety)  By:  Harman A Many	14th	day of	March	2012	triese presents to be signed by their proper officers, this
(Name of Principal)  By Language (Must be President or Vice President)  CESI JENT CEU  (Title)  Surely Corporate Seal  Liberty Mutual Insurance Company  (Name of Surely)  By: Language AMCeye	•				
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Liberty Mutual Insurance Company (Name of Surety)  By: Talucia I Maye					(Title)
By: Fature of Surely)  By: Fature of Maye	Surety C	orporate Seal			Liberty Mutual Insurance Company
- Julian / Cuff					
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					- Julian Julian Julian

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

## WEST VIRGINIA REHAB SITE LIGHTING PROJECT INSTITUTE, WV

## **BID FORM**

West Virginia General Services Division 1900 Kanawha Blvd, East, Building 1 Charleston, WV

PROJECT:	West Virginia Rehab Site Lighting Project – RFQ #GSD126433 Institute, WV			
Documents and also have project hereby proposes	ving examined the site and being	miliar with and understanding the Bidding familiar with all local conditions affecting the uipment, supplies and transportation, and to nents.		
I (We) acknowledge the	e following Addenda;			
	ADDEN	<u>DUM</u>		
NOS.		DATE		
1		3/12/2012		
I understand that failure	e to confirm the issuance of the a	ddendum(s) is cause for rejection of bids.		
BASE BID: General Co	onstruction			
Lighting Project, Institu		onstruction of the West Virginia Rehab Site he Contract Documents for the sum of: Seventy Nine and no/cents		
		Dollars (\$_160,379.00	_).	
In the event of a differe prevail.	nce between the written amount	and the number amount, the written amount sh	all	

DATE: 3/14/2012

TO THE OWNER:

It is expressly agreed that the Work shall be started after receipt of the Owner's Notice to Proceed.

#### Construction Schedule:

Any work performed prior to issuance of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Upon notification by the State Purchasing Division of acceptance of this Bid, the Bidder agrees that he shall execute and deliver the bonds and insurance certificates, copy of WV Contractors License, No Dept to WV Affidavit, and Proof of Workers Compensation as set forth in the Bidding Documents to the Owner, or the Bidder shall forfeit the security deposited with this Bid.

RESPECTFULI	LY SUBMITTED;	
DATE: 3/14	/2012	
WV VENDOR	NO.; <u>709060507</u>	THE TAX PARTIES AND THE TA
CONTRACTOR	R LICENSE NO.: <u>WV042601</u>	Consider Political Ann
BY: Due	- W-C	<del></del>
.2	TURE, IN INK)	
TITLE:Exe	cutive Vice President	
FIRM NAME:	NITRO ELECTRIC COMPANY INC	(CORPORATE SEAL IF APPLICABLE)
ADDRESS:	4300 1st AVENUE, NITRO, WV 25143	IF AFFLICABLE)

END OF BID FORM