

2013-0440



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

Solicitation

NUMBER
DCH13059



ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD
304-558-2157

4/23

RFQ COPY
TYPE NAME/ADDRESS HERE



Facility Support Services
5316 William Flynn Highway, Suite 301
Gibsonia, PA 15044

DIVISION OF CULTURE & HISTORY
GRAVE CREEK ARCHEOLOGY COMPLEX
801 JEFFERSON AVENUE
PO BOX 527
MOUNDSVILLE, WV
26041 304-558-0220

DATE PRINTED
03/21/2013
BID OPENING DATE: 04/23/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY REQUEST A QUOTE TO PROVIDE LABOR, MATERIALS, EQUIPMENT & SUPPLIES FOR AN ENHANCEMENT OF THE THEATER AND RESTROOMS AT GRAVE CREEK ARCHEOLOGICAL COMPLEX LOCATED AT 801 JEFFERSON AVENUE, MOUNDSVILLE, WV 26041 PER THE SPECIFICATIONS, PROJECT MANUAL, DRAWINGS AND INSTRUCTIONS TO BIDDERS.</p> <p>MANDATORY PRE-BID MEETING: APRIL 5, 2013 AT 10:00 AM (SEE INSTRUCTIONS TO BIDDERS)</p> <p>BID OPENING: APRIL 23, 2013 AT 1:30 PM (SEE INSTRUCTIONS TO BIDDERS)</p> <p>ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND PROJECT MANUAL PREPARED BY MCKINLEY & ASSOCIATES. BIDDING DOCUMENTS MAY BE OBTAINED FROM MCKINLEY & ASSOCIATES UPON PAYMENT OF A DEPOSIT OF \$75.00 PER SET. THE DEPOSIT WILL BE REFUNDED IF DRAWINGS AND SPECIFICATIONS ARE RETURNED IN GOOD CONDITION WITHIN 10 DAYS FOLLOWING RECEIPT OF BIDS.</p> <p>MCKINLEY & ASSOCIATES INC. THE MAXWELL CENTRE, SUITE 100 32-20TH STREET WHEELING, WV 26008 PH: 304-233-0140 FAX: 304-233-4613</p> <p>BIDDERS MAY ALSO EXAMINE BID DOCUMENTS AT SEVERAL OTHER LOCATIONS NOTED BELOW:</p>						

04/23/13 09:37:36 AM
West Virginia Purchasing Division

SIGNATURE *W. M. ...* TELEPHONE 724-502-4394 DATE 4/22/13
TITLE Project Manager FEIN WV047984 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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 60130
 Charleston, WV 25305-0130

Solicitation

NUMBER
 DCH13059

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CONNIE OSWALD
 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

BIDDER

DIVISION OF CULTURE & HISTORY
 GRAVE CREEK ARCHEOLOGY COMPLEX
 801 JEFFERSON AVENUE
 PO BOX 527
 MOUNDSVILLE, WV
 26041 304-558-0220

DATE PRINTED
 03/21/2013

BID OPENING DATE: 04/23/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				OHIO VALLEY CONSTRUCTION EMPLOYERS COUNCIL 21 ARMORY DRIVE WHEELING, WV 26003 PH. 304-242-0520 FAX 304-242-7261		
				GRAVE CREEK MOUND MUSEUM 801 JEFFERSON AVENUE MOUNDSVILLE, WV 26041 PH. 304-843-4128 FAX 304-843-4131	PITTSBURGH BUILDERS EXCH. 1813 FRANKLIN STREET PITTSBURGH PA 15233 PH. 412-922-4200 FAX 412-938-9406	
				DODGE REPORTS 600 WATERFRONT DRIVE PITTSBURGH, PA 15222 PH. 412-330-2205 FAX 412-231-6662	PARKERSBURG-MARIETTA CONTRACTORS ASSOCIATION 4424 B EMERSON AVENUE PARKERSBURG WV 26104 PH. 304-485-6485 FAX 304-428-7622	
				CONTRACTORS ASSOC. OF WV 2114 KANAWHA BLVD. EAST CHARLESTON, WV 25311 PH. 304-342-1166 FAX: 304-342-1074	CONST. EMPLOYERS ASSOC. WV 2794 WHITE HALL BLVD. WHITE HALL, WV 26554 PH. 304-367-1290 FAX: 304-367-0126	
				REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS		
0001		JB		968-42		
	1			GENERAL CONSTRUCTION		

SIGNATURE: *[Signature]* TELEPHONE: DATE: 4/22/13
 TITLE: PM FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Facility Support Services, LLC

(Company)

John P. Murray

(Authorized Signature)

Vice President of Operations

(Representative Name, Title)

724-502-4394 724-502-4397

(Phone Number)

(Fax Number)

4/22/13

(Date)

EXHIBIT "A"
DCH13059 - BID FORM and Contractor's Bid Form

THE PROJECT AND THE PARTIES

1.1. TO:

1.1.1. Owner

Randall Reid-Smith, Commissioner
 West Virginia Division of Culture and History
 The Culture Center
 State Capitol Complex
 1900 Kanawha Boulevard East
 Charleston, WV 25305

1.2. FOR:

1.2.1. Grave Creek

State Project Number: **DCH13059**
Enhancement of Theater/ Restroom

1.3. DATE: 4/22/13

1.4. SUBMITTED BY:

1.4.1. Bidder's Full Name: Facility Support Services, LLC

1.4.1.1. Address: 5316 William Flynn Highway, Suite 301

1.4.1.2. City, State, Zip: Gibsonia, PA 15044

1.5. OFFER:

1.5.1. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by McKinley & Associates and the State of West Virginia Terms and Conditions & Instructions to Bidders for the above project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1.5.2. Three hundred forty four thousand
Six hundred thirty seven Dollars
 (\$ 344,637), in lawful money of the United States of America.

Alternate #1: Forty Five Thousand One hundred ninety one Dollars (\$ 45,191)

Alternate #2: FIVE THOUSAND ONE HUNDRED TWENTY SIX Dollars (\$ 5,126)

1.5.3. We have included the required documents as required by the Instructions to Bidders.

1.5.3.1. Bid Bond is included.

1.5.3.2. Bid includes the following:

1.5.3.2.1. West Virginia Contractor's License number, Drug Free Workplace Affidavit, and Purchasing Affidavit

1.5.3.2.2. All applicable federal taxes and State of West Virginia are included in the Bid Sum.

EXHIBIT "A"
DCH13059 - BID FORM and Contractor's Bid Form

1.6. ACCEPTANCE:

1.6.1. This Offer shall be open to acceptance and is irrevocable for _____ days from the bid closing date.

1.7. CONTRACT TIME

1.7.1. If this Bid is accepted we will:

1.7.2. Complete the Work in 120 Calendar Days from the Notice to Proceed.

1.8. LIQUIDATED DAMAGES

1.8.1. The Contractor agrees to pay Liquidated Damages in the Amount of Five Hundred Dollars (\$500.00) for every calendar day the project extends beyond the schedule noted in the BID FORM.

1.9. CHANGES TO THE WORK

1.9.1. See Section 00 7300 Supplementary Conditions, Article 7.3 in the Project Manual.

1.9.2. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1.9.2.1. 10 percent overhead and profit on the net cost of our own work.

1.9.2.2. 5 percent on the cost of work done by any Subcontractor.

1.9.3. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 100% of the overhead and profit percentage noted above.

1.10. ADDENDA

1.10.1. The enclosed addendum acknowledgement has been fully executed and enclosed with the bid.

1.11. CONTRACTORS' LICENSE

1.11.1. West Virginia Code 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Board is empowered to issue the contractors' license. Application for a Contractors' License may be made by contracting the West Virginia Division of Labor, Building 6, Room B749, State Capitol Complex, and Charleston, West Virginia, 25305. Telephone: (304) 558-7890. West Virginia Code 21-11-2 requires any prospective Bidder to include the contractors' license number on their Bid. The Successful Bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order/Contact

1.12. BID FORM SIGNATURE(S)

The Corporate Seal of:

SOLICITATION NUMBER: DCH13059
Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide mandatory pre-bid sign in sheets.
2. To provide addendum acknowledgment.

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

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

Page 1 of 5

Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FACILITY Support Services</u> Rep: <u>Mike McCormack</u> Email Address: <u>mmccormack@GROSS.com</u>	<u>5716 William Gibson Lane</u> <u>Gibsonia PA 15112</u>	PHONE <u>412-860-8484</u> TOLL FREE FAX <u>724-502-7397</u>
Company: <u>N-POWELL Co.</u> Rep: <u>JOE CHEK</u> Email Address: <u>joe@npowell.com</u>		PHONE <u>304-748-3338</u> TOLL FREE <u>x-4777</u> FAX <u>304-748-2307</u>
Company: <u>KARRAS</u> Rep: <u>PAT STANTON</u> Email Address: _____		PHONE <u>304-233-2211</u> TOLL FREE FAX
Company: <u>Stewart Electric</u> Rep: <u>Skip Stewart</u> Email Address: <u>SS ROCKS@comcast.net</u>		PHONE <u>304-277-4589</u> TOLL FREE FAX <u>304-277-2046</u>
Company: <u>JDE</u> Rep: <u>Mark Sampson</u> Email Address: <u>mark@jde-inc.com</u>		PHONE <u>304-232-5000</u> TOLL FREE FAX <u>304-232-0146</u>

West Virginia Purchasing Division

SIGN IN SHEET

Page 2 of 5

Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Lombardi Development</u> Rep: <u>PAUL NUZUM</u> Email Address: <u>pcnuzum@lombarddevelopment.com</u>	<u>649 Virginia Av.</u> <u>Follansbee WV</u>	PHONE <u>304-748-5920</u> TOLL FREE FAX <u>304-748-8488</u>
Company: <u>Wolf Creek Contracting</u> Rep: <u>Rick Herrick</u> Email Address: <u>rherrick@wolfcreekcontractors.com</u>	<u>Waterstown, OH</u>	PHONE <u>740-749-5819</u> TOLL FREE FAX <u>740-749-3500</u>
Company: <u>WV DCH</u> Rep: <u>MARK LYNCH</u> Email Address: <u>MARK.W.LYNCH@WV.GOV</u>	<u>1900 KANAWHA BLVD. E</u> <u>CHARLESTON, WV 25305</u>	PHONE <u>304-558-0220</u> TOLL FREE FAX <u>304-558-2779</u>
Company: <u>WV DCH</u> Rep: <u>Dempsey Dickson</u> Email Address: <u>Dempsey.D.DICKSON@WV.GOV</u>	<u>1900 Kanawha Blvd E</u> <u>Charleston, WV 25305</u>	PHONE <u>304-558-0220</u> TOLL FREE FAX
Company: <u>McKinley & Associates</u> Rep: <u>Christina Schesster & Mike Preece</u> Email Address: <u>cschesster@mcKinleyAssoc.com</u>	<u>324 20th St. Suite 100</u> <u>Wheeling, WV 26003</u>	PHONE <u>304-233-0140</u> TOLL FREE FAX

m.preece@McKinleyAssoc.com

SIGN IN SHEET

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Request for Proposal No. DCH13059

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Date: 4-5-2013

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Kucenas Pkg & Htg</u>		PHONE <u>740-671-8239</u> TOLL FREE
Rep: <u>Mike Kucenas</u>		FAX <u>740-325-1478</u>
Email Address: <u>mike-kucenas@tamcontract</u>		PHONE <u>304-232-5070</u>
Company: <u>John Elect. Co Inc</u>		TOLL FREE
Rep: <u>Ed John Jr</u>		FAX <u>304-232-7925</u>
Email Address: <u>edjohn@johnelectric.com</u>		PHONE <u>740-633-5055</u>
Company: <u>Erb Electric</u>		TOLL FREE
Rep: <u>JIM Meeker</u>		FAX
Email Address: <u>Jmeeker@erbelectric.com</u>		PHONE <u>(704)5942570</u>
Company: <u>Allegheny Restoration</u>	<u>PO Box 18032</u>	TOLL FREE
Rep: <u>David Thomas</u>	<u>Margantown WV 26507</u>	FAX <u>(304)594-2810</u>
Email Address: <u>tom@AlleghenyRestoration.com</u>		PHONE TOLL FREE
Company: _____		FAX
Rep: _____		
Email Address: _____		

SIGN IN SHEET

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Request for Proposal No. DCH13059

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Date: 4-5-2013

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GRACE CON</u>	<u>880 KINGSDALE RD</u>	PHONE <u>740-282-6830</u>
Rep: <u>JAMES M. KEEGAN</u>	<u>STEUBENVILLE OH</u>	TOLL FREE
Email Address: <u>JMKKEEGAN@gracecon.com</u>	<u>43952</u>	FAX
Company: <u>JG Schmitt</u>		PHONE <u>304 389 8855</u>
Rep: <u>Painters OC#53</u>		TOLL FREE
Email Address: <u>JGSchmittOC53@gmail</u>		FAX
Company: <u>UNITED ELECTRIC</u>		PHONE <u>304-232-1330</u>
Rep: <u>TIM LEMASTERS</u>		TOLL FREE
Email Address: <u>TTL16@swave.net</u>		FAX <u>304-232-5850</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

SIGN IN SHEET

Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Petticoat & Son Inc</u> Rep: <u>Scott Petticoat</u> Email Address: <u>Petticoat10@comcast.net</u>	<u>10 Forest Park</u> <u>Wing. WV 26003</u>	PHONE <u>304-233-2727</u> TOLL FREE FAX <u>304-233-1726</u>
Company: <u>SGROI PAINTING</u> Rep: <u>GREG SGROI</u> Email Address: <u>SGROI PAINTING @G mail.com</u>	<u>3130 MC COLLUM ST</u> <u>WHEELING WV 26003</u>	PHONE <u>304-232-2444</u> TOLL FREE FAX <u>304-232-1960</u>
Company: <u>WALTERS CONST.</u> Rep: <u>VASON G. SMITH</u> Email Address: <u>WCI@WALTERS-CONSTRUCTION.COM</u>	<u>6000 FULTON ST.</u> <u>WHEELING, WV</u>	PHONE <u>304</u> TOLL FREE <u>273</u> FAX <u>421</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13059

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

FACILITY SUPPORT SERVICES, LLC
Company

M. A. McQuinn
Authorized Signature

4/22/13
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Facility Support Services, LLC
of Gibsonia, Pennsylvania, as Principal, and International Fidelity Insurance
Company of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for West Virginia Division of Culture & History
Grave Creek Mound Archaeological Complex
Delf Norona Museum Renovation
Toilet Room & Auditorium Renovations

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 23rd day of April, 2013.

Principal Corporate Seal

Facility Support Services, LLC

(Name of Principal)

By Jah P. Miller

(Must be President or Vice President)

Vice President, Operations
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)

Jared Haff Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PAMELA L. THURMAN, JACQUELINE F. HERNANDEZ, SARAH E. SCOTT, JARED HAFF

Yakima, WA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of April, 2013.

Assistant Secretary



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

STATE OF PENNSYLVANIA

COUNTY OF Allegheny, TO-WIT:

I, John P. Mroz, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Facility Support Services, LLC; and,
(Company Name)
- 2. I do hereby attest that Facility Support Services, LLC
(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.

Facility Support Services, LLC
(Company Name)

By: John P. Mroz
Title: VP- Operations
Date: 4/22/2013

Taken, subscribed and sworn to before me this 22 day of April 2013

By Commission expires June 12, 2016

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tammy J. DeMarco, Notary Public
Richland Twp., Allegheny County
My Commission Expires June 12, 2016

Tammy J. DeMarco
(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.

RFQ No. DCH13059

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Facility, Support Services, LLC

Authorized Signature: *John P. Mroz* Date: 4/22/13

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 22 day of April 2013 COMMONWEALTH OF PENNSYLVANIA

My Commission expires June 12, 2016, 2016

Notarial Seal
Tammy J. DeMarco, Notary Public
Richland Twp., Allegheny County
My Commission Expires June 12, 2016

AFFIX SEAL HERE

NOTARY PUBLIC

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Tammy J. DeMarco
Purchasing Affidavit (Revised 07/01/2012)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

April 5, 2013 at 10:00 am

Grave Creek Archaeological Complex
801 Jefferson Avenue
Moundsville, WV 26041

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of [redacted]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
\$1,000,000.00 minimum [redacted] or more.

Builders Risk Insurance: builders risk - all risk insurance in an amount equal to 100% of the amount of the Contract.

[redacted]
General Property Damage - \$1,000,000.00 minimum

[redacted]

[redacted]

[redacted]

[redacted]

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

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

- West Virginia Contractor's License
-
-
-

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

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

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

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vre/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

such operations; from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Facility Support Services, LLC
 Contractor's License No. WV047984

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

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

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

REQUEST FOR QUOTATION
DCH13059
Construction Services: Grave Creek Theater/ Restroom Upgrades

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish a contract for the one time purchase of Construction Services for the Enhancements to Grave Creek Archaeological Complex for the Theater/ Restroom located at the 801 Jefferson Avenue Moundsville, West Virginia 26041.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" means Construction Services performed per the Plans and Project Manual attached; to include labor, materials, and transportation.

 - 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DCH13059

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1.1 Construction Services must be performed per the Plans and Project Manual attached; to include labor, materials, and transportation.

4. **CONTRACT AWARD:**
 - 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

 - 4.2 **Pricing Page:** Vendor should complete the Pricing Page by completing and signing EXHIBIT "A" BID FORM, Vendor should complete the Pricing

REQUEST FOR QUOTATION
DCH13059
Construction Services: Grave Creek Theater/ Restroom Upgrades

Page in full, including Unit Pricing, as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.



Facility Support Services, LLC
5316 Wm. Flynn Hwy., Suite 301
Gibsonia, PA 15044
p. 724-502-4394
f. 724-502-4397

A Goldbelt Alaska Native 8(a) Corporation

April 17, 2013

State of West Virginia
Purchasing Division

Re: Proof of 8(a) Minority Owned Business

Attached please find information regarding Facility Support Service's status as an 8(a) Minority Owned Company.

Sincerely,

John P. Mroz
Director of Construction Operations

Philadelphia Office
PO Box 1204
Oaks, PA 19456
610-613-5460

Alaska Office
3075 Vintage Blvd., Ste. 200
Juneau, AK 99801
907-790-1449

Virginia Office
1915 Huguenot Rd, Ste. 300
Richmond, VA 23235
804-893-3117

SBA Certified

SBA Certified 8(a) Program Participant

Federally Recognized Native American Entity

Alaskan Native Corporation Owned Firm

Organization Factors

Limited Liability Company

Financial Information

Do you accept credit cards as a method of payment? No

Account Details:

DUNS+4: 0000
CAGE Code: 5VXY0

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Proceedings Questions

Information Opt-Out

I authorize my entity's information to be displayed in SAM's Public Search: Yes

Assertions

[\[Expand All\]](#) | [\[Collapse All\]](#)

Goods & Services:

NAICS Codes Selected:

Primary	NAICS Code	Description
	236210	INDUSTRIAL BUILDING CONSTRUCTION
Yes	236220	COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
	237130	POWER AND COMMUNICATION LINE AND RELATED STRUCTURES CONSTRUCTION
	238110	POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
	238120	STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
	238130	FRAMING CONTRACTORS
	238140	MASONRY CONTRACTORS
	238170	SIDING CONTRACTORS
	238190	OTHER FOUNDATION, STRUCTURE, AND BUILDING EXTERIOR CONTRACTORS
	238210	ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS
	238290	OTHER BUILDING EQUIPMENT CONTRACTORS
	238310	DRYWALL AND INSULATION CONTRACTORS
	238320	PAINTING AND WALL COVERING CONTRACTORS
	238330	FLOORING CONTRACTORS
	238350	FINISH CARPENTRY CONTRACTORS
	238390	OTHER BUILDING FINISHING CONTRACTORS
	541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
	561210	FACILITIES SUPPORT SERVICES
	561621	SECURITY SYSTEMS SERVICES (EXCEPT LOCKSMITHS)
	561720	JANITORIAL SERVICES
	811310	COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT AUTOMOTIVE AND ELECTRONIC) REPAIR AND MAINTENANCE

PSC Codes Selected: