



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

State of West Virginia
Request for Quotation

Proc Folder: 24926

Doc Description: ADDENDUM NO. 1 CONCRETE SIDEWALK AND CONCRETE RAMP

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-07	2014-10-16 13:30:00	CRFQ 0506 JWH1500000001	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number: Jim Construction, Inc.
PO Box 3926
Charleston, WV 25339
304-343-7448

10/16/14 12:10:28PM
West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Bryan Rosen
(304) 558-4741
bryan.d.rosen@wv.gov

Signature X

FEIN # 55-0756636

DATE 10/16/2014

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR	
BECKLEY	WV25801	BECKLEY	WV 25801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sidewalk construction and repair service				\$33,773.00

Comm Code	Manufacturer	Specification	Model #
72141105			

Extended Description :

Demolition and removal of the existing sidewalk at the front of Jackie Withrow Hospital and the installation of a new sidewalk per the specifications (Section 4.1.1) in the specifications.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR	
BECKLEY	WV25801	BECKLEY	WV 25801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Sidewalk construction and repair service				\$19,209.00

Comm Code	Manufacturer	Specification	Model #
72141105			

Extended Description :

Demolition and removal of the sidewalk at the back of Jackie Withrow Hospital with the installation of a new sidewalk per the specifications. (Section 4.1.2) in the specifications.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR	
BECKLEY	WV25801	BECKLEY	WV 25801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sidewalk or ramp construction service				\$12,910.00

Comm Code	Manufacturer	Specification	Model #
72152705			

Extended Description :

Removal of the existing wooden wheelchair ramp and the installation of a new concrete ramp per the specifications. (Section 4.1.3) in the specifications.

JWH1500000001	Document Phase Final	Document Description ADDENDUM NO. 1 CONCRETE SIDEW ALK AND CONCRETE RAMP	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0506 JWH1500000001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1) TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEET FOR THE ABOVE SOLICITATION, (ATTACHMENT A).
- 2) TO PROVIDE A COPY OF VENDOR QUESTIONS AND RESPONSES ARE ATTACHED.
- 3) TO PROVIDE CHANGE TO SPECIFICATIONS.
- 4) TO PROVIDE ADDENDUM ACKNOWLEDGEMENT.

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 ____ of ____

Request for Proposal No. _____

PLEASE PRINT

Date: _____

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Henr Construction, LLC</u>	<u>5192 Bratry Road</u>	PHONE <u>304-302-7885</u>
Rep: <u>Phillip Wiseman</u>	<u>Huntington, WV 25705</u>	TOLL FREE <u>304-302-7895</u>
Email Address: <u>phillip.wiseman@comcast.net</u>		FAX _____
Company: <u>Jim Construction, Inc</u>	<u>P.O. Box 3926 Charleston, WV</u>	PHONE <u>304-343-7448</u>
Rep: <u>Russell E. Kerkes</u>	<u>25339</u>	TOLL FREE _____
Email Address: <u>RussKerkes@Suddenlinkmail.com</u>		FAX <u>304-343-4889</u>
Company: <u>M E Allister Construction LLC</u>	<u>PO Box 474 Coal Ridge</u>	PHONE <u>304-707-6207</u>
Rep: <u>Lee McAllister</u>	<u>WV 25825</u>	TOLL FREE _____
Email Address: <u>McAllister LLC@Suddenlink.net</u>		FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

SIGN IN SHEET

Page ____ of ____

Request for Proposal No. _____

PLEASE PRINT

Date: _____

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DANIEL CONSTRUCTION</u>	<u>PO Box 685</u>	PHONE <u>1-304-632-1600</u>
Rep: <u>MICHAEL SIEMINSKI</u>	<u>GAULEY BRIDGE, WV</u>	TOLL FREE
Email Address: <u>rdaniel@earthlink.net</u>	<u>25085</u>	FAX <u>1-304-632-1501</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

CRFQ 0506 JWH1500000001 Addendum number 1

The following questions were asked in regards to CRFQ 0506 JWH1500000001 (The replacement of two (2) sidewalks and a wheelchair ramp to the gazebo at Jackie Withrow Hospital.)

Question number 1: Would you mind telling me where on the request for quotation I can find what and how information is needed to show we meet the requirements? I think it references at least two similar projects.

Answer: Qualifications 3.2 is revised to read "Must have completed at least two (2) other commercial sidewalks in the past 4 years. Vendor must provide this information prior to award by providing at least two (2) location names in which commercial sidewalks were completed, giving the address of the entity for whom the work was performed, and providing a photograph of the completed work.

Question number 2: What actions need to be taken for weather conditions?

Answer: In the instructions to vendors submitting bids terms and conditions it states "once a vendor receives a notice to proceed, this must be completed in ninety (90) calendar days." However, we are aware that it must be a certain temperature to pour, mix, and prep concrete. So instead of these projects being completed in 90 calendar days, we will change this to one hundred eighty (180) calendar days.

Question number 3: Who will be responsible for hand rails at the handicap concrete ramp?

Answer: The facility will be responsible for installing the hand rails.

Question number 4: Will 4000 PSI air-in trenched be acceptable

Answer: Yes, this will be acceptable.

Question number 5: Will wire mesh be required or would small fibers be ok?

Answer: Wire mesh will be required.

Question number 6: How much and what type of stone will be required under the sidewalks?

Answer: ¾" to 4" of 57 stone will be acceptable.

Question number 7: I understand there will not be any concrete testing required. Please clarify.

Answer: This is correct no concrete testing will be required.

Question number 8: I assume the current sidewalks will meet ADA's requirement in regards to proper fall (slope). Please Clarify.

Answer: Yes the current sidewalks will meet ADA's requirement in regards to the proper fall (slope).

Question number 9: A 4000 PSI is specified. There are no listings for the % air, the slump, or the temperature.

Answer: See question number 4, 4000 PSI air-in trenched will be acceptable.

Question number 10: Do you want cylinder test samples taken to verify the PSI, if so how many samples are to be obtained?

Answer: See question number 7, there will not be any concrete testing required with any of these projects.

Question number 11: A thickness is given for the sidewalks. Are the sidewalks to be wire reinforced and is the sidewalk to be poured over a compacted sub base? If so please specify the type of wire to be used, the type of sub base materials and it's thickness

Answer: See questions 5 and 6, we are asking for wire mesh and ¾" to 4" thick of 57 stone will be acceptable.

Question number 12: What is the vertical drop of the front sidewalk? If it exceeds the maximum allowable to meet the specified ADA specifications the newly installed sidewalk will have to be modified and will exceed the provided length.

Answer: We at the facility have no way of measuring the vertical drop of the front sidewalk. It is acceptable if the newly installed sidewalk needs to be modified and exceed the provided length.

Question number 13: The bid type was not specified, please clarify.

Answer: The bid is a cost bid.

Question number 14: What degree of background check will be required for the contractors employees? If each employee working at the facility is required to submit to the fingerprint based state and federal background inquiry through the state repository that can be expensive. Who will bear that cost? There have been cases where an employee with just a DUI record has been barred from working on some state jobs.

Answer: 15-2D-3 does not apply to this job since the contractor and their employees does not have access to any critical or sensitive information, and no work is being done on the Capitol Complex.

Question number 15: Do you want signs installed? There is more than ample room for pedestrians and physically limited individuals to see traffic.

Answer: No signs need to be installed.

Question number 16: Will safety fence and barriers be required during the construction period?

Answer: The only project we would request the safety fence and construction barriers is the front sidewalk due to residents accessing this area. The other two areas will not require any.

Question number 17: Will the contractor have the freedom to decide the order of installation of the items or will they have to be completed in the order they are shown on the bid sheet? EX rather than front, back, and Gazebo. It may be back, gazebo, and front.

Answer: The contractor will have the freedom of deciding this. As long as all three projects are completed the facility won't specify a specific order.

Question number 18: The measured width and length do not agree with some of those in the specifications. Do we bid per the specifications or by the actual measurements?

Answer: Please bid and complete per the actual measurements.

Question number 19: All of the sidewalks are flush with any existing roadways. Do you still want ramps made at their entrances? A brochure for ramps was included with the specifications.

Answer: A ramp is not needed with these areas. The sidewalks can remain flush with any existing roadways.

*****There is a change to the specifications section 4.1.3. A ramp to the gazebo is being removed and replaced with a new concrete wheelchair ramp to the C Unit emergency exit. This area was viewed during the pre-bid conference. The ramp is 30'L X 6.5' W. We also request that three tiles measuring 3'L X 3'W leading up to the ramp be replaced. The specifications will be the same as the other two areas as far as the type of concrete, and the vendor will be responsible for the demolition, destruction, and disposal of the existing material as well as the installation of the new ramp and walkway. The facility will be responsible for the hand rails. Please price this item in Item number 3 on the pricing page.*****

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: JWH1500000001

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:

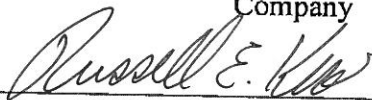
(Check the box next to each addendum received)

<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.

Jim Construction, Inc.

Company



Authorized Signature

1016/2014

Date

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

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:

Jackie Withrow Hospital

105 S. Eisenhower Dr.

Beckley, WV 25801

Conference room A100 on 10/1/2014 at 1:00 PM.

Following the pre-bid conference, there will be a tour of the grounds where all vendors can view the job sites.

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

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

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 10/3/2014 at 5:00 pm, EST

Submit Questions to: Greg Clay

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Gregory.C.Clay@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Jackie Withrow Hospital Sidewalk Construction

BUYER: Gregory Clay

SOLICITATION NO.: CRFQ JWH1500000001

BID OPENING DATE: 10/16/2014

BID OPENING TIME: 1:30 PM, EST.

FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

10/16/2014 at 1:30 pm, EST.

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

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

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- ☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within sixty (60) calendar days.

- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be 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 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.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of \$1,000,000 or more.

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

☐☐☐☐☐

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.

☒ WV 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. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **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.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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: Jim Construction, Inc.

Contractor's License No. WV028034

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 AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit 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.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the 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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

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

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

REQUEST FOR QUOTATION
CRFQ JWH1500000001 Sidewalks for Jackie Withrow Hospital

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The WVDHHR / BHHR / Jackie Withrow Hospital to establish a contract for The demolition and removal of two (2) concrete sidewalks at the facility and the installation of two (2) new concrete sidewalks and the demolition and removal of the wooden wheelchair ramp to our gazebo and the installation of a new concrete ramp per the specifications attached.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means the demolition and removal of two existing sidewalks and the installation of two new ones, the demolition and removal of the existing wheelchair ramp, and the installation of a new wheelchair ramp to the gazebo.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is included on the last page of this CRFQ.
 - 2.3 **"CRFQ"** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0506 JWH1500000001.
 - 2.4 **"EXHIBIT A"** There is a link provided to a website in all 3 sections of this CRFQ. The link provided has to do with guidelines for Americans with Disabilities Act (ADA) which all 3 sections of this CRFQ must be compliant with. The website is <http://www.ada.gov/pcatoolkit/chap6toolkit.htm>
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. WV Contractor's license
 - 3.2. Must have completed at least two (2) other commercial sidewalks in the past four years. Vendors must provide this information at the mandatory pre-bid conference by providing a list of location names, addresses and a photo.
4. **MANDATORY REQUIREMENTS:**

REQUEST FOR QUOTATION
CRFQ JWH1500000001 Sidewalks for Jackie Withrow Hospital

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 The front sidewalk of Jackie Withrow Hospital

4.1.1.1 Vendor must first demolish and bust up the existing sidewalk, the vendor will be responsible for paying all fees including but not limited to permits, certifications and disposal fees.

4.1.1.2 Vendor must install a new concrete sidewalk after the existing sidewalk is demolished and clean from debris. The new walk way must be in the same location as the existing one. It must measure 291' long by 6' 6" wide and 5" deep.

4.1.1.3 Vendor will be responsible for obtaining the concrete, as well as pouring, prepping, and forming the new walk way. This concrete must be 4000 pounds per square inch (PSI). This new sidewalk will take a minimum of 30 yards of concrete. Vendor must take all precautions to protect the condition of existing elements not affected by the scope of work from damage.

4.1.1.4 The current sidewalk is sloped. The new walkway that is put in its' place must comply with all ADA (Americans with Disabilities Act) guidelines. ADA guidelines can be viewed on the following website: <http://www.ada.gov/pcatoolkit/chap6toolkit.htm>

4.1.2 Rear sidewalk of Jackie Withrow Hospital

4.1.2.1 Vendor must first demolish and bust up the existing sidewalk, the vendor will be responsible for paying all fees including but not limited to permits, certifications, and disposal fees.

4.1.2.2 Vendor must install a new concrete sidewalk after the existing sidewalk is demolished and clean from debris. The new walk way

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must be in the same location as the existing one. It must measure 161' long by 5' 5" wide and 4.5" deep.

4.1.2.3 Vendor will be responsible for obtaining the concrete, as well as pouring, prepping, and forming the new walk way. This concrete must be 4000 pounds per square inch (PSI). This new sidewalk will take a minimum of 18 yards of concrete.

4.1.2.4 The new sidewalk installed must comply with all ADA (Americans with Disabilities Act) guidelines. ADA guidelines can be viewed on the following website:

<http://www.ada.gov/pcatoolkit/chap6toolkit.htm>

4.1.3 New ramp to the gazebo

4.1.3.1 Vendor must first remove the existing wooden ramp to the gazebo, the vendor will be responsible for paying all fees including but not limited to permits, certifications, and disposal fees.

4.1.3.2 Vendor must install a new concrete ramp to the gazebo after the existing wooden ramp is demolished and clean from debris. The new ramp must be in the same location as the existing one and measure 18' long by 4' wide by 5" up to 12" deep.

4.1.3.3 Vendor will be responsible for obtaining the concrete, as well as pouring, prepping, and forming the new ramp way. This concrete must be 4000 pounds per square inch (PSI).

4.1.3.4 Vendor must be able to organize the job accordingly, so that the new ramp can be poured, immediately after the removal of the current one, due to this being a high traffic area keep area clean and free of debris during this construction.

4.1.3.5 The new concrete ramp installed must comply with all ADA (Americans' with Disabilities Act) guidelines. ADA guidelines

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can be viewed on the following website:
<http://www.ada.gov/pcatoolkit/chap6toolkit.htm>

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by completing all cost information and contact information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type the information into the Pricing Page to prevent errors in the evaluation.

In this case vendor should list their separate total for all 3 duties listed in this CRFQ. Then add all 3 of those totals to equal the grand total bid.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the total bid as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor must send an original invoice to the Accounts Payable Department of Jackie Withrow Hospital (105 S Eisenhower Dr. Beckley, WV 25801).
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs

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may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
- 9.6. Vendor shall perform all work under this contract during normal business hours which are (Monday through Friday 7am to 6pm) excluding any state observed holiday.
- 9.7. Vendor will be responsible for maintaining and storing their own tools and equipment. No storage space will be provided by the facility.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Russell E. Kerkes

Telephone Number: 304-343-7448

Fax Number: 304-343-4889

Email Address: russkerkes@suddenlinkmail.com

Pricing Page

Item number 1: Provide a total lump sum bid for all parts/materials and labor necessary for the demolition and disposal of the existing concrete sidewalk at the front entrance for Jackie Withrow Hospital and the installation of the new concrete sidewalk in its' place. (Refer to section 4.1.1 in the RFQ.)

\$ 33,773.00

Item number 2: Provide a total lump sum bid for all parts/materials and labor necessary for the demolition and disposal of the existing concrete sidewalk at the back of Jackie Withrow Hospital and the installation of the new concrete sidewalk in its' place. (Refer to Section 4.2.2 in the RFQ.)

\$ 19,209.00

Item number 3: Provide a total lump sum bid for all parts/materials and labor necessary for the demolition and disposal of the existing wooden wheelchair ramp to the gazebo and the installation of the new concrete ramp in its' place. (Refer to Section 4.2.3 in the RFQ.)

\$ 12,910.00

Grand total bid: Add the totals from Item numbers 1-3 together to equal the grand total bid.

\$ 65,892.00

Contractor name: Jim Construction, Inc.

Address: 3324 Pennsylvania Avenue, Suite 203

Charleston, WV 25302

Remit to address: PO Box 3926

Charleston, WV 25339

Phone number: 304-343-7448

Fax number: 304-343-4889

Pricing Page

Email: russkerkes@suddenlinkmail.com

Contact Person: Russell E. Kerkes

Title: Corporate Secretary

Signature: 

Date: 10/16/2014

ADA Best Practices Tool Kit for State and Local Governments

EXHIBIT A

Chapter 6

**Curb Ramps and Pedestrian Crossings
Under Title II of the ADA**

In this Chapter, you will learn about the requirements of Title II of the Americans with Disabilities Act (ADA) relating to curb ramps at pedestrian crossings. Questions answered include:

- What are curb ramps and what function do they serve?
- What does Title II of the ADA require with respect to curb ramps at pedestrian crossings?
- What are some key characteristics of accessible curb ramps?
- What are some common curb ramp designs?
- Where and when must state and local governments provide accessible curb ramps?
- What are detectable warnings, why must they be provided, and where are they required?
- How can you tell if a curb ramp is accessible?
- What steps can you take to ensure that your entity is in compliance with the ADA requirements for accessible curb ramps at pedestrian crossings?

A. Background

Under Project Civic Access (PCA), the Civil Rights Division works with local governments nationwide to help them achieve compliance with Title II of the ADA and Section 504 of the Rehabilitation Act of 1973 (Section 504). This Chapter discusses the ADA requirements for curb ramps at pedestrian crossings that are currently enforced by the Division under PCA.

Curb ramps are a small but important part of making sidewalks, street crossings, and the other pedestrian routes that make up the public right-of-way accessible to people with disabilities. But they are just one part.

The federal government has begun a rulemaking process to revise the accessibility requirements for public rights-of-way. The Architectural and Transportation Barriers Compliance Board (Access Board) is developing new accessibility guidelines. The new guidelines will cover pedestrian access to sidewalks and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other parts of the public right-of-way. The new guidelines will likely address issues such as access at street crossings for pedestrians who are blind or have low vision, wheelchair access to on-street parking, and constraints posed by space limitations, roadway design practices, slope, and terrain. On November 23, 2005, the Access Board published revised draft accessibility guidelines for public rights-of-way, which are available on its website at www.access-board.gov/prowag/index.htm. In developing these draft guidelines, the Access Board obtained recommendations from an Advisory Committee composed of representatives from disability organizations, public works departments, transportation and traffic engineering groups, the design and civil engineering professions, government agencies, and standards-setting bodies. The Advisory Committee's report is available on the Access Board's website at www.access-board.gov/prowag/commrept/index.htm. Although any ADA guidelines developed by the Access Board will not be enforceable under Title II of the ADA until the Department of Justice and the U.S. Department of Transportation issue regulations adopting them as standards, the Access Board's website provides information discussing accessibility concerns relating to curb ramps, sidewalks, pedestrian crossings, and other pedestrian routes.

Another source of information about the federal accessibility requirements for public rights-of-way is the Federal Highway Administration (FHWA) of the U.S. Department of Transportation. As the agency that administers the federal

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funding used by many state and local governments to construct highways, roads, streets, and other elements of the public right-of-way, FHWA is also responsible for implementing and enforcing the federal accessibility requirements applied to the public right-of-way. The FHWA website includes the following materials, which should be of particular interest to those entities receiving federal funds from FHWA:

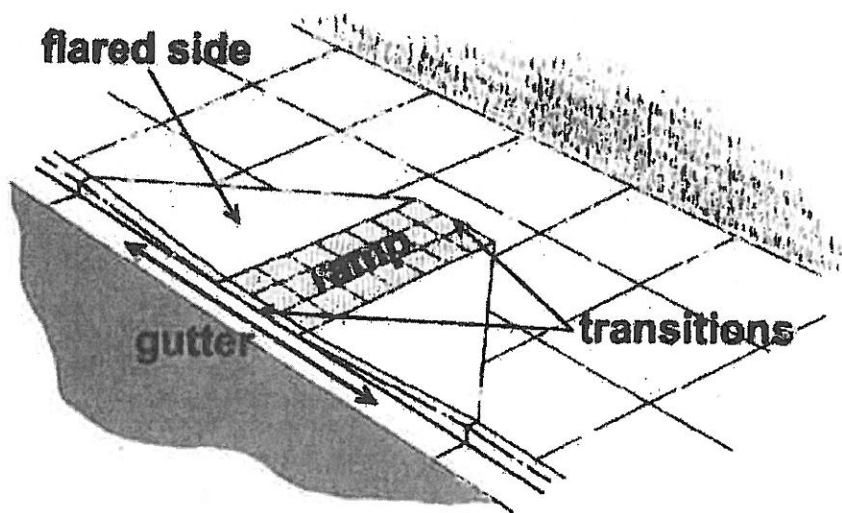
- "Questions and Answers About ADA/Section 504" (www.fhwa.dot.gov/civilrights/ada_qa.htm);
- a memorandum describing FHWA's oversight role on federal accessibility requirements (www.fhwa.dot.gov/civilrights/ada_memo_clarificationa.htm);
- FHWA's notice adopting the Access Board's draft accessibility guidelines for the public right-of-way as currently recommended best practices (www.fhwa.dot.gov/environment/bikeped/prwaa.htm); and,
- FHWA's memorandum on detectable warnings (www.fhwa.dot.gov/environment/bikeped/dwm.htm).

The process of adopting revised federal accessibility standards for public rights-of-way may be lengthy. In the meantime, many state and local governments will construct and alter highways, streets, roads, sidewalks, and pedestrian crossings. This Chapter is an effort to ensure that public entities do not create barriers to access by omitting curb ramps while the broader debate on accessibility requirements for public rights-of-way moves forward

B. What Is a Curb Ramp?

A curb ramp is a short ramp cutting through a curb or built up to it.¹ If designed and constructed to be accessible, a curb ramp provides an accessible route that people with disabilities can use to safely transition from a roadway to a curbed sidewalk and vice versa.

The different parts of the most common type of curb ramp, a perpendicular curb ramp, are labeled in the illustration below. The ramp, or ramp run, is the sloped section that individuals who use wheelchairs travel up and down when transitioning between the street and the sidewalk. Transitions between the ramp and the sidewalk, gutter and street are located at the top and bottom of the ramp run. Flared sides, or flares, bring the curb itself to the level of the street. The gutter is the roadway surface immediately next to the curb ramp that runs along the curb.



¹ 28 C.F.R. Part 36, Appendix A, § 3.4. Some people refer to curb ramps as "curb cuts" because most curb ramps cut through the curb.

C. Why are Curb Ramps at Pedestrian Crossings Required?

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It is often difficult or impossible for a person using a wheelchair, scooter, walker, or other mobility device to cross a street if the sidewalk on either side of the street ends without a curb ramp. It is also dangerous. If curb ramps are not provided, these individuals are forced to make a difficult choice. They can either stay at home and not go to their chosen destination, or they can risk their personal safety by using their wheelchairs, scooters, or walkers to travel alongside cars and other vehicles in the streets. This is a choice that people with disabilities should not be required to make.

D. What Does Title II of the ADA Require with Respect to Curb Ramps at Pedestrian Crossings?

Title II of the ADA requires state and local governments to make pedestrian crossings accessible to people with disabilities by providing curb ramps.² This requirement applies if your state or local government has responsibility or authority over highways, streets, roads, pedestrian crossings, or walkways. Some public entities have extensive responsibility for the highways, streets, roads, pedestrian crossings, and walkways in their area, but most public entities have at least limited responsibility for them.

To allow people with disabilities to cross streets safely, state and local governments must provide curb ramps at pedestrian crossings and at public transportation stops where walkways intersect a curb. To comply with ADA requirements, the curb ramps provided must meet specific standards for width, slope, cross slope, placement, and other features.³ In constructing facilities such as walkways and pedestrian crossings, state and local governments can choose between two sets of standards – the ADA Standards for Accessible Design (ADA Standards) and the Uniform Federal Accessibility Standards (UFAS).⁴ Both of these standards have been deemed to comply with the requirements of Title II.⁵ However, state and local governments cannot pick and choose between particular portions of the ADA Standards and UFAS as they construct or alter the pedestrian crossings on a street and the curb ramps that provide access to the adjacent sidewalks. Only one of these two standards may be used for a particular facility. In the construction or alteration of roadways and walkways, this typically means that only one standard may be used for a particular construction or alteration project, and all features of that project typically must comply with the chosen standard. Departures from particular requirements of either standard by the use of other methods are permitted when it is clearly evident that equivalent access is provided.⁶

² 28 C.F.R. §§ 35.150(d)(2), 35.151(2) (e).

³ 28 C.F.R. Part 36, Appendix A, § 4.7; 41 C.F.R. Part 101 - 19.6, Appendix A, § 4.7.

⁴ The ADA Standards are located at 28 C.F.R. Part 36, Appendix A. They are also available on the ADA Home Page at www.ada.gov. UFAS is located at 41 C.F.R. Part 101 - 19.6, Appendix A, and at the Access Board's website at www.access-board.gov/ufas/ufas.html.

⁵ 28 C.F.R. § 35.151(c).

⁶ 28 C.F.R. § 35.151 (c).

E. What are the General Requirements for Curb Ramps in the ADA Standards for Accessible Design?

One way to make curb ramps compliant with Title II of the ADA is to build them in accordance with the ADA Standards.⁷ Following are the key characteristics of an accessible curb ramp according to the ADA Standards:

- The ramp run has the least running slope possible. (On a curb ramp, the running slope is the slope in the direction of pedestrian travel on the ramp run.) [§ 4.8.2]
 - For curb ramps constructed after January 26, 1992 (post-ADA), the slope must be 8.33 percent (1:12) or less. [§ 4.8.2]
 - For curb ramps constructed before January 26, 1992 (pre-ADA), including those that have since been altered, the running slope must generally be 8.33 percent (1:12) or less. However, ramp runs with greater slopes are allowed for pre-ADA curb ramps in the two following instances where space limitations prohibit the use of a slope of 8.33 percent (1:12) or less:
 - The ramp run may have a running slope of up to 10 percent (1:10) if the rise is no more than six inches. [§ 4.1.6(3)(a)(i)]

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- The ramp run may have a running slope of up to 12.5 percent (1:8) if the rise is no more than three inches. [§ 4.1.6(3)(a)(ii)]

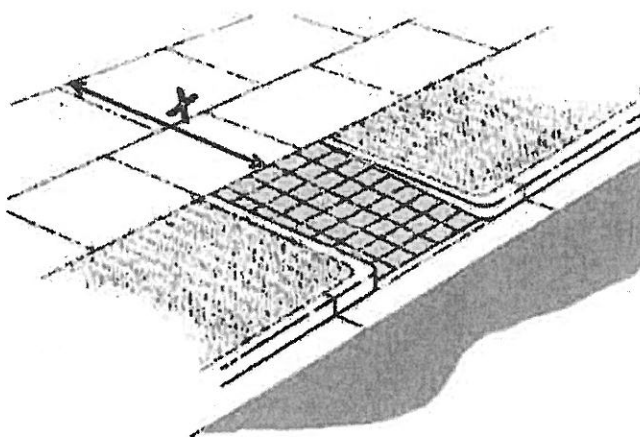
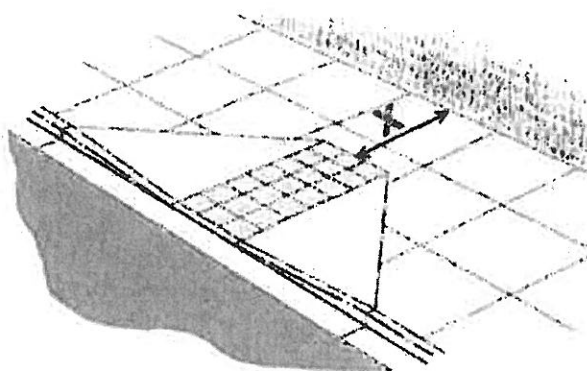
The rise is the vertical change measured from the low point at the base of the curb ramp to the high point at the other end where the sloped portion of the curb ramp transitions with the sidewalk. Since sidewalks often have a 2 percent or less cross slope (which is the slope perpendicular to the direction of pedestrian travel along the sidewalk) to direct water toward the street for drainage, the rise of a curb ramp is often greater than the height of the curb.

- The cross slope of the ramp run itself may not exceed 2 percent (1:50). (On a curb ramp, the cross slope is the slope perpendicular to [across] the direction of pedestrian travel on the ramp run.) [§ 4.3.7]
- The ramp, or ramp run, must be at least 36 inches wide, not including the flared sides. [§ 4.7.3]
- The ramp run must have detectable warnings – i.e., dome-shaped bumps – that extend the full width and depth of the ramp. [§ 4.7.7]
- Transitions from the ramp to the walkway, gutter, and street must be flush (level) and free of abrupt level changes. [§ 4.7.2]
- The gutter must have a slope of no more than 5 percent (1:20) toward the ramp. [§ 4.7.2]

Perpendicular Curb Ramps in the ADA Standards: Flared Sides or Returned Curbs?

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The most common type of curb ramp is the **perpendicular curb ramp**, which intersects the curb at a 90-degree angle. Curb ramps must have flared sides if people are required to walk across them. [§ 4.7.5] The slope requirements for the flared sides depend on the width of the sidewalk at the top of the ramp, "x" in the illustration to the right. If "x" is less than 48 inches, then the slope of the flared sides must be no more than 8.33 percent (1:12). If "x" is 48 inches or more, then the flared sides may slope up to 10 percent (1:10) but not more. [§ 4.7.5; Fig. 12(a)]



When pedestrians are not required to walk across the ramp, such as where there is a non-walking surface (grass, for example) or obstructions on both sides of a curb ramp, curb ramps are allowed to have **returned curbs**. A curb ramp with returned curbs is required to have a landing with maneuvering space at the top of the ramp ("x" in the illustration to the left) that is at least 48 inches because people using mobility devices need an area to turn when getting on and off the ramp. [§ 4.7.5; Fig. 12(b)]

F. What are Pedestrian Crossings and Where Must Curb Ramps be Provided?

Where and when curb ramps are required depends on the location and the age of streets and sidewalks.

1. Location

Generally, you must provide curb ramps wherever a sidewalk or other pedestrian walkway crosses a curb. Curb ramps must be placed to enable a person with a mobility disability to travel from a sidewalk on one side of the street, over or through any curbs or traffic islands, to the sidewalk on the other side of the street. Remember, walkways include areas where people must walk to access bus stops and other public transportation stops, so, where necessary, curb ramps must also be provided to enable people with disabilities to board and exit public transportation.

2. Age of Streets and Sidewalks

In addition, the requirements vary depending on the age of a highway, road, street, or sidewalk, and depending on when and whether it was paved, repaved, resurfaced beyond normal maintenance, or otherwise altered.

"Pre-ADA" streets, sidewalks, roads, and highways are those that were built before January 26, 1992, and have not since been altered.

"Alterations" are another category of construction under the ADA. A street or sidewalk falls into this category if it was constructed pre-ADA (construction began before January 26, 1992), and has since been altered. What does "altered" mean? An alteration is a change that affects usability. Resurfacing a roadway beyond normal maintenance is an alteration. By contrast, filling potholes is not.⁸

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For purposes of the ADA, any street or sidewalk is "new" or "post-ADA" if its construction commenced after January 26, 1992.⁹

⁷ The bracketed references in this section refer to the applicable sections of the ADA Standards.

⁸ 28 C.F.R. § 35.151(b).

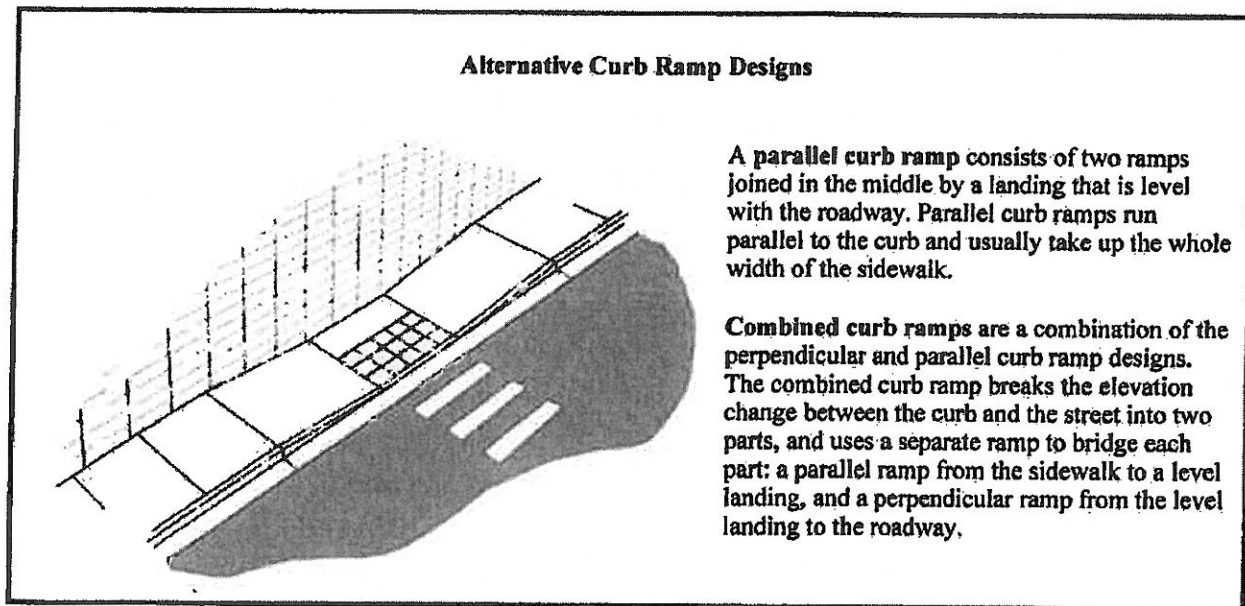
⁹ 28 C.F.R. § 35.151(a).

3. New Construction vs. Alterations

The requirements in the ADA Standards for curb ramps newly constructed post-ADA (construction commenced after January 26, 1992) can be found in § 4.7. The requirements for curb ramps that have been altered post-ADA are the same, except for in the following cases.

When pre-ADA streets or sidewalks are altered, there may be space limitations that restrict how much they can be altered to install accessible curb ramps. In these cases, the curb ramps installed must meet the accessibility requirements of the ADA to the maximum extent feasible.¹⁰ Scoping requirements in the ADA Standards establish limitations for the running slope of the ramp run of curb ramps installed during alterations to pre-ADA streets and walkways.¹¹

The Civil Rights Division recognizes that there will be very rare instances when it will be technically infeasible for a curb ramp installed during alterations to pre-ADA roadways and walkways to be constructed in full and strict compliance with the requirements of ADA Standards § 4.1.6(3)(a) and § 4.7 because of physical or site constraints. In such circumstances, state and local governments must install curb ramps that provide accessibility to the maximum extent feasible.¹² Before reaching a conclusion about technical infeasibility, state and local governments need to consider the extent to which physical or site constraints can be addressed by alternative curb ramp designs. The burden of proving technical infeasibility lies with the state or local government that constructed it.



¹⁰ 28 C.F.R. § 35.151(b).

¹¹ ADA Standards § 4.1.6(3)(a).

¹² ADA Standards § 4.1.6(1)(j).

When highways, streets, and roads are built or altered post-ADA, they must have curb ramps at certain locations. Curb

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ramps must be located wherever there are curbs or other barriers to entry from a pedestrian walkway or sidewalk, including any intersection where it is legal for a pedestrian to cross the street, whether or not there is any designated crosswalk. Curb ramps must also be located wherever there are curbs or other barriers to entry at any designated pedestrian crosswalks that are located mid-block. Likewise, when sidewalks or walkways are built or altered post-ADA, they must include curb ramps or other sloped areas wherever they intersect with highways, streets, or roads and pedestrians may legally cross the vehicular way as well as at public transportation stops.

By contrast, for pre-ADA highways, streets, roads, and sidewalks that have not been altered, state and local governments may choose to construct curb ramps at every point where a pedestrian walkway intersects a curb. However, they are not necessarily required to do so. Under a more flexible standard called "program access," alternative routes to buildings may be acceptable where people with disabilities must travel only a marginally longer route than the general public.

4. Example: Installing Curb Ramps for Program Accessibility

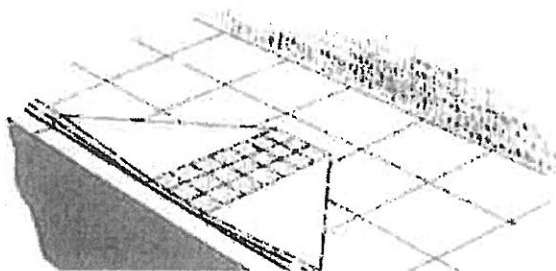
Consider a case where the streets and sidewalks in a small town were built pre-ADA and have not been altered since. Some intersections have curb ramps; most do not. The town is trying to figure out where to install curb ramps to provide access to the town hall. The accessible entrance to the town hall is located on North Street, which is on the north side of the building. The parking garage that serves the town hall is located on North Street, directly across the street from the town hall's accessible entrance. Public transportation stops serving the town hall are in a residential neighborhood on East Street, two blocks east of the town hall. The town is evaluating where it needs to install curb ramps to comply with Title II requirements.

Since the town hall and its surrounding streets and sidewalks were built pre-ADA and have not since been altered, the town must install curb ramps in compliance with Title II's program access requirements for pre-ADA facilities. Under these requirements, the town may choose to install curb ramps at all pedestrian crossings on the sidewalks surrounding the town hall, but it is not necessarily required to do so. A program access approach would require the town to install curb ramps at key pedestrian crossings. To provide access to the town hall, curb ramps would need to be installed at the pedestrian crossings and transportation stops along North and East streets so people with disabilities can travel along a pedestrian route between (1) the accessible entrance to the town hall and the accessible entrance to the parking garage and (2) the accessible entrance to the town hall and the public transportation stops on East Street. In this instance, installing curb ramps at the pedestrian crossings on the south side of the townhall are not needed from a program access perspective to enable people with disabilities to access the town hall. However, they may be needed from a program access perspective for other reasons, such as providing access to other town facilities served by the parking garage or to the town's business district. The town should seek input from people with mobility disabilities regarding the other key locations where curb ramps need to be installed to provide program access.

G. What are Detectable Warnings, Why are They Required, and Where Must They be Provided?

The ADA Standards require that curb ramps include features called "detectable warnings." Detectable warnings consist of a series of small domes that contrast in color with the surrounding sidewalk or street. They must be integrated into the walking surface, and there are specific measurements for the size and spacing of the domes.¹³

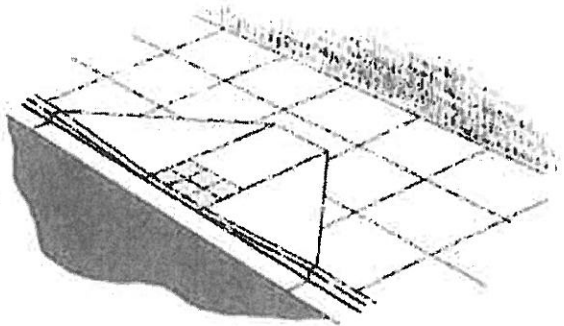
What is the function of detectable warnings? Detectable warnings are intended to function much like stop signs for pedestrians who are blind or have low vision. The warnings, which are intended to be felt with pedestrians' feet, alert blind individuals and those with low vision that they are about to enter a street or other area where cars pass. A detectable warning alerts pedestrians who are blind or have low vision that they need to stop and determine the nature of the hazard – such as whether there is passing traffic – before continuing on their way.



Under the ADA Standards, curb ramps are required to have detectable warnings that extend the full width and depth of the curb ramp.¹⁴ An example of a perpendicular curb ramp that complies with this requirement can be seen to the left.

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The U.S. Department of Transportation (DOT), however, is encouraging the use of a different design for detectable warnings.¹⁵ Under this design, detectable warnings extend the whole width of the ramp, but cover only the two feet of the ramp closest to the street. DOT has deemed this departure from the ADA Standards to be permitted under Title II of the ADA.¹⁶ An example of a curb ramp that complies with the DOT's design can be seen on the right.



H. How Can You Tell if a Curb Ramp is Accessible?

The best way to determine if a curb ramp is accessible is to survey it to determine the extent to which it complies with ADA accessibility requirements. To assist you, the next installment of this Tool Kit will include instructions on how to survey curb ramps for compliance with the ADA Standards and a Curb Ramps survey form for use in conducting your surveys. The instructions, which will be located in Appendix 1, are keyed to the Curb Ramps survey form, which will be located in Appendix 2, and will provide an explanation of how to obtain the information needed to answer each question on the survey form. The instructions will also include photographs and illustrations showing how and where to take measurements. The Curb Ramps survey form and instructions will help you identify the most common accessibility problems with curb ramps, but they will not necessarily identify all problems.

¹³ ADA Standards § 4.29.2.

¹⁴ ADA Standards § 4.7.7.

¹⁵ DOT's memorandum encouraging use of this alternate design for detectable warnings is available on its website at www.fhwa.dot.gov/environment/bikeped/dwm.htm.

¹⁶ 28 C.F.R. § 35.151(c)

I. Ensuring Compliance Now and In the Future

Now that you know some of the basic ADA requirements for providing curb ramps at pedestrian crossings, you can assess whether your entity is in compliance with these requirements. Here are some steps you can take:

- **Assess the extent to which your entity has complied with ADA requirements for providing curb ramps at pedestrian crossings and transportation stops.** Use the Checklist in the Addendum to this Chapter to guide you in conducting a preliminary assessment. To survey curb ramps in your community, use the Curb Ramps survey form and instructions that will be included in the Appendices to this Tool Kit, which will be released soon.
- **After conducting your assessment to figure out where ADA compliant curb ramps are needed, prioritize the locations.** If locations constructed or altered post-ADA do not have ADA-compliant curb ramps, they must be installed at all of those locations. Other priorities include, in descending order, curb ramps at pre-ADA locations with pedestrian crossings providing access to local government facilities, bus stops and other transportation services, public accommodations, business districts, and residential areas.
- **Next, make a long-range plan to provide curb ramps in locations that need them.** When making the plan, include other local government staff who will be involved, such as employees from the transportation department and employees in charge of budget matters. Set a series of progress dates for curb ramp compliance based on priorities and reasonable time frames. The actual number of curb ramps installed in any given year may be limited by fiscal constraints, consistent with the fundamental alteration and undue burden limitations discussed in Chapter 1 of the Tool Kit. However, the plan should address the steps your entity will take over a specific time period to come into compliance with Title II requirements.

ADA Tool Kit: Curb Ramps and Pedestrian Crossings Under Title II of the ADA

- **Establish written procedures for soliciting and receiving input on the accessibility of pedestrian crossings and transportation stops from people with disabilities.** As part of these procedures, establish an ongoing program for installing curb ramps upon request in both residential and nonresidential areas.¹⁷ Integrate these requests into your long-range plan. This program will put your entity on the right track for the future.
- **Develop a written policy ensuring that, effective immediately, ADA-compliant curb ramps will be provided at any intersection having curbs or other barriers to entry from a sidewalk whenever a street, road, or highway is constructed or altered.** If your entity receives federal financial assistance, the policy should also address compliance with Section 504.
- **Develop a written policy ensuring that, effective immediately, ADA-compliant curb ramps will be provided at all newly constructed or altered sidewalks and walkways where they intersect a street, road, or highway, including mid-block pedestrian crossings and public transportation stops.** If pedestrians may legally cross a street at an intersection that you are constructing or altering, curb ramps must be provided.
- **Working with employees in the transportation department, review the designs for curb ramps and detectable warnings to ensure that they are ADA-compliant.** If your entity receives federal financial assistance, they also should be reviewed for compliance with Section 504. Many states and localities have standardized designs for common features such as curb ramps, and sometimes these designs do not comply with ADA and, if applicable, Section 504 requirements. If your curb ramp designs, including the details for detectable warnings, do not comply with Title II requirements your entity needs to change them immediately so they do.
- **Many sidewalks and roads become the responsibility of public entities after they are built by private developers and deeded over to the public entity following construction.** Often, in these circumstances, private developers (who are not bound by Title II's requirements when acting on their own behalf) have not provided the curb ramps at pedestrian crossings, transportation stops, and other locations that the ADA requires public entities to provide. When these facilities are deeded over to them, public entities also receive the legal responsibility for installing ADA-compliant curb ramps which previously may not have existed. But public entities can use their authority under zoning and land use laws, as well as plan review processes, to ensure that private developers comply with the accessibility requirements that public entities deem appropriate. Some communities that understand the liability they can incur in receiving such property refuse to accept property that has not been built in compliance with ADA requirements.
- **Most public entities include provisions in their contracts for services with architects, engineers, and contractors requiring compliance with applicable federal, state, and local laws.** However, many architects, engineers, and contractors do not understand that these provisions require compliance with ADA requirements. When preparing contracts for services by architects, engineers, and contractors involved in building and altering highways, streets, roads, sidewalks, other walkways, transportation stops, and curb ramps, consider including a provision specifically requiring compliance with Title II of the ADA, including compliance with the ADA Standards or UFAS. Remember, public entities may not use the elevator exception contained in ADA Standards, § 4.1.3(5). While elevators will rarely be implicated in the design and construction of pedestrian crossings, they will be implicated in many other types of public facilities constructed by or on behalf of public entities. For this reason, a contractual provision requiring compliance with the ADA Standards should make clear that the elevator exception contained in § 4.1.3(5) of the Standards does not apply. If your entity receives federal financial assistance, consider a similar provision requiring compliance with Section 504 requirements as well.
- **Where compliance with federal law is contractually required, consider requiring your architects, engineers, and contractors to certify ADA compliance, including compliance with the ADA Standards (excluding the elevator exception in § 4.1.3(5) of the Standards) or UFAS, before accepting, and making final payments for, their work.** If your entity receives federal financial assistance, consider requiring architects, engineers, and contractors to certify compliance with Section 504 requirements as well.

¹⁷ 28 C.F.R. § 35.150(2)



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, **TO-WIT:**

I, Russell E. Kerkes, after being first duly sworn, depose and state as follows:

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

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

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

By:

Title:

Corporate Secretary

Company Name:

Jim Construction, Inc.

Date:

10-16-2014

Taken, subscribed and sworn to before me this 16th day of October, 2014.

By Commission expires October 2, 2022

(Seal)



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Barbara J. Taylor
Paxton Business Services
3324 Pennsylvania Ave, Ste 203
Charleston, WV 25302
My Commission Expires Oct 2, 2022

(Notary Public)

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

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

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

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

Vendor Contact Information:

Vendor Name: _____ Vendor Telephone: _____

Vendor Address: _____ Vendor Fax: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Jim Construction, Inc.
of Charleston, West Virginia, as Principal, and Great American Insurance
Company of Cincinnati, Ohio, a corporation organized and existing under the laws of the State of
Ohio with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of the Amount Bid (\$ 5% of Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
New Concrete Sidewalk & Ramp for Gazebo - Raleigh County

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 Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 16th day of October, 20 14.

Principal Seal

Jim Construction, Inc.

(Name of Principal)

By Russell E. Kirk

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

Corp. Sec.
(Title)

Surety Seal

Great American Insurance Company

(Name of Surety)

Amy Meredith
Attorney-in-Fact

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than ELEVEN

No. 0 20317

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power	
DEBORAH NEICHTER	MARGIE M. LOWRY	SHERYON QUINN	ALL
JILL KEMP	MARK A. GUIDRY	JACKIE C. KOESTEL	\$100,000,000
BONNIE J. WORTHAM	SANDRA L. FUSINETTI	AMY MEREDITH	
BARBARA DUNCAN	LYNNETTE LONG	ALL OF LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of MARCH, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 10TH day of MARCH, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

October

2014.



My L C. B.
Assistant Secretary



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

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: Jim Construction, Inc.Authorized Signature: *Russell E. Kelo*Date: 10-16-2014State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 16th day of October, 2014.My Commission expires October 2, 2022.

AFFIX SEAL HERE



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Barbara J. Taylor
Paxton Business Services
3324 Pennsylvania Ave, Ste 203
Charleston, WV 25302
My Commission Expires Oct. 2, 2022

NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)