



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 248125

Doc Description: Replacement of Heating Boiler in Administrative II Building

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-06	2016-11-10 13:30:00	CRFQ 0608 COR1700000003	1

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:
 Dougherty Company, Inc.
 P.O. Box 1828
 Charleston, WV 25327
 304-925-6664

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X  FEIN # 32-0007333 DATE 11/10/16

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The West Virginia Division of Corrections to establish a one-time construction contract for the replacement of the heating boiler at Pruntytown Correctional Center (PCC), Administrative II building, Grafton, Taylor County, WV. per the bid requirements, specifications, terms and conditions attached hereto as apart of this solicitation.

INVOICE TO		SHIP TO	
BUSINESS OFFICE PRUNTYTOWN CORRECTIONAL CENTER PO BOX 159 2006 TRAP SPRINGS RD GRAFTON US	WV26354	DIVISION OF CORRECTIONS PRUNTYTOWN FACILITY 2006 TRAP SPRINGS RD GRAFTON US	WV 26354

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replacement of Heating Boiler in Administrative II Building				SEE BID FORM

Comm Code	Manufacturer	Specification	Model #
72101500			

Extended Description :

Replacement of Heating Boiler in Administrative II Building

COR1700000003	Document Phase Final	Document Description Replacement of Heating Boiler in Administrative II Building	Page 3 of 3
----------------------	--------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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:

Pruntytown Correctional Center
2006 Trap Springs Road
Grafton, WV 26354
10/20/2016 at 10:00 AM. EST.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 27th, 2016 at 9:00 AM. EST.

Submit Questions to: Jessica Chambers
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Jessica.S.Chambers@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:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, 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).

Bid Opening Date and Time: November 10th, 2016 at 1:30 PM. EST.

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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: 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 one hundred twenty (120) 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. 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of Contract Value. 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 \$1,000,000.00
_____ or more.

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

Automobile Liability:

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.

Valid 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.

8. 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.

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

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.

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

12. 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.

13. 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.

14. 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.

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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. 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 laws, regulations, and ordinances.

22. 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.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

34. VENDOR 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.

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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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: Dougherty Company, Inc.
 Contractor's License No. wv- 034016

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. 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. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, **all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review.** A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Dougherty Company, Inc.

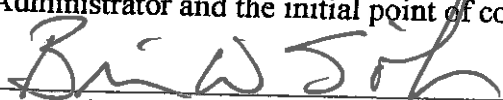


Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



 (Name, Title)
 Brian W. Smith, Vice-President

 (Printed Name and Title)
 P.O. Box 1828, Charleston, WV 25327

 (Address)
 304-925-6664 304-925-4280

 (Phone Number) / (Fax Number)
 briansmith@doughertyco.com

 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Dougherty Company, Inc.

 (Company)



 (Authorized Signature) (Representative Name, Title)

Brian W. Smith, Vice-President

 (Printed Name and Title of Authorized Representative)

11/10/16

 (Date)

304-925-6664 304-925-4280

 (Phone Number) (Fax Number)

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Pruntytown Correctional Center (PCC), a West Virginia Division of Corrections Facility (DOC), to establish a contract for the replacement of the existing heating boiler and accessories in the Administrative II building.
 - 1.1 The project consist of the following: removal of existing boiler and replacement as defined below.
 - 1.1.1 In the Administrative II building, there is a boiler that is used to heat the building the must be removed and replaced with new. The boiler is located in the basement area. The room can be accessed from the outside by entering an existing 36" door. Inside the basement is a hallway that is about 36" plus. At the end of the hallway is the room where the boiler is located. There is a 36" door into the room where the boiler is located.
 - 1.1.2 The existing boiler is a natural gas fired unit that is manufactured by Bryant. Please see Attachment #1 and Attachment #2. The boiler is low pressure. The serial number (#) is 422258. The normal hourly BTU input is 594000. The equivalent square feet normal is 1980. The output is steam.
 - 1.1.3 The vendor must remove the existing boiler unit, and replace with an equivalent that meets all of the existing requirements with new. The vendor must dispose of the existing boiler.
 - 1.1.4 The natural gas supply line enters the building at approximately 1" and then is increased to approximately 1-1/4" before being connected to the boiler unit.
 - 1.1.5 There is existing water pipe going into the boiler unit. The domestic cold water line is approximately 3/4" and is reduced down to approximately 1/2" before being connected to the unit.
 - 1.1.6 The vendor must remove all piping and replace with new that is attached to the new boiler unit.
 - 1.1.7 There is an existing backflow preventer device. The vendor must remove the existing backflow preventer device and replace with an equivalent that meets all the existing requirements with new.
 - 1.1.8 Vendor must replace all pressure controls. The vendor must remove the existing pressure controls and replace with an equivalent that meets all the existing requirements with new.

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

- 1.1.9 Vendor must replace all gate valves. The vendor must remove the existing gate valves and replace with an equivalent that meets all the existing requirements with new.
 - 1.1.10 There are two (2) automatic louvers that the new boiler must be connected to. The existing dampers are manufactured by Dayton. They are a motorized dampers that are twenty (20") inches wide that operate off of 120 or 240 volts.
 - 1.1.11 The exhaust goes out an existing chimney.
 - 1.1.12 The asbestos was removed whenever the building was renovated. During construction, if there is any asbestos found, please notify the facility immediately.
 - 1.1.13 Vendor must install all new equipment as per the Manufactures recommendations.
 - 1.1.14 Vendor must comply with all federal, state, and local testing requirements.
 - 1.1.15 Vendor must label all piping, wires, and equipment. Labels must be sticker type that attach to the piping, wires, and equipment.
 - 1.1.16 It will be the vendor's responsibility to verify all information at the pre-bid meeting.
 - 1.1.17 After the new boiler is installed, vendor must have a factory representative to do the startup and training at no addition cost or expense to the Agency.
 - 1.1.18 Provide all labor, materials, supplies, tools, and equipment, to complete the work as specified.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
- 2.1 **"Construction Services"** means the replacement of the existing heating boiler and accessories in the Administrative II building as more fully described in these specifications and the Specifications/Project Manual.
 - 2.1.1 Please note there is no Project Manual with this project.

REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

- 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
- 2.2.1** There is a pricing page, Exhibit A, at the end of the Specifications, which has the proper way this project is to be bid. It is recommended that the vendor use that pricing page. If the vendor does not use the pricing page, they must break their bid down into written in both words and numbers. In the event the bid in words is different from the numbers, words overrides numbers.
- 2.2.2** Please note there is no Project Manual with this project.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 “Specifications/Project Manual”** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.
(Please note there is no Project Manual with this project).
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
(Please note there is no Project Manual with this project).
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1** The vendor’s installer technicians must be factory trained, authorized to sell and service the manufacturer equipment that is being bid, with one (1) years’ experience.
- 4.2** At all times, vendor shall ensure appropriately trained and qualified technicians do the installation.
- 4.3 Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in the Specifications/Project Manual. Please note there is no Project Manual with this project. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

30

project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. PERMITS

5.1 Vendor shall secure and pay for any required permits and for all other permits, governmental fees, license, and business and occupancy taxes, etc. which are necessary for the proper execution and completion of the work as specified.

6. SECURITY

6.1 Vendor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to reviewing the DOC security and general requirement documents and acknowledging, answering questions concerning the Prison Rape Elimination Act (PREA), and NCIC security background check of any employee of vendor that will be working on-site on the project. Attachment #3 is provided in this document only for reference. Only the awarded vendor will be required to submit the documents after the contract has been encumbered and before Notice to Proceed is issued.

7. TOOLS

7.1 Vendor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

8. CODE REQUIREMENTS

8.1 All work must comply with all federal, state, county, and city code requirements.

9. SUBMITTALS

9.1 Product data:

9.1.1 Submit submittals on all new items that will be installed on this project.

9.2 Field test reports:

9.2.1 Provide complete equipment testing, start-up and system commissioning reports.

9.2.2 Test reports must comply with all federal, state, and local testing and code requirements.

9.3 Shop drawings:

9.4 Record documents, three (3) hard copies and three (3) electronic copies on CD.

9.4.1 Provide Operation and Maintenance (O & M) Manuals, as-built drawings, start-up and system commissioning documentation.

10. PRODUCT DELIVERY, STORAGE, AND HANDLING

10.1 Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility.

10.2 The DOC facility will not be held accountable for any material orders shipped directly to the facility. The vendor must be present at the facility to receive the order.

10.3 The DOC facility will not be responsible for any items that are missing or have been stolen. It is the vendor's responsibility to secure all there tools and materials.

10.4 If the vendor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.

10.5 Any materials, which are found to be damaged, shall be removed and replaced at the vendor's expense.

11. WORK TIMES

11.1 The standard hours of work are Monday thru Friday from 8:00 am until 4:00 pm unless otherwise noted.

11.2 If the vendor wishes to work a different schedule other than what was previously stated, the DOC facility will work with the vendor. For example, the vendor works for four (4) days a week for a ten (10) hour shift each day.

11.3 All work done within the secure area, work times and coordinated areas, will be at the discretion of the PCC administration.

- 11.4 If for any reason, the vendor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations.

12. WORK SEQUENCE

- 12.1 Schedule and execute work to coordinate with the facilities schedule.

13. USE OF THE PREMISES

- 13.1 Before beginning work, the vendor must secure approval from the building owner's representative for the following:

13.1.1 Areas permitted for personnel parking.

13.1.2 Access to the site.

13.1.3 Areas permitted for storage of materials and debris.

13.1.4 Areas permitted for the location of equipment and any other items needed to do the project.

14. EXISTING CONDITIONS

- 14.1 If discrepancies are discovered between the existing conditions and those noted in the specifications, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work.

15. TEMPORARY FACILITIES AND CONTROLS

15.1 Temporary Utilities:

15.1.1 In certain areas of the facility, water and power for construction purposes, and lighting are available at the site and will be made available to the vendor if requested.

15.1.2 Provide all hoses, valves, and connections for water from source designated by the owner when made available.

15.1.3 When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

15.2 Temporary Sanitary Facilities:

15.2.1 Sanitary facilities are available at the job site. If the sanitary facilities are not

available, the vendor shall be responsible for the provision and maintenance of portable toilets or their equal.

15.3 Building Site:

15.3.1 The vendor shall use reasonable care and responsibility to protect the building and site against damages. The vendor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.

15.3.2 The vendor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

15.4 Security:

15.4.1 Obey the owner's requirements for personnel identification, inspection and other security measures.

16. JOB SITE PROTECTION

16.1 The vendor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The vendor shall repair or be responsible for costs to repair all property damaged during the project.

16.2 During the vendor's performance of the work, the Facility owner will continue to occupy the existing building and daily operations. The vendor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The vendor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.

16.3 Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

17. DAMAGES

17.1 Any damages occurring to the building or property resulting from the vendor's performance of this work shall be the responsibility of the vendor to repair at the vendor's expense; by either using his/her own forces or that of an approved sub-vendor. The repair method and finished product will be subject to the approval of the owner.

18. CLEANUP

18.1 The Vendor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from

the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the vendor to dispose of unless otherwise noted.

19. SAFETY

19.1 The vendor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. Safety shall be the responsibility of the vendor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.

19.2 The Vendor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

20. WORKMANSHIP

20.1 All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.

21. QUALITY ASSURANCE

21.1 Unless otherwise noted in this specification, the vendor must strictly comply with the manufacturer's current specifications and details.

22. JOB CONDITIONS, CAUTIONS, AND WARNINGS

22.1 Proceed with the installation of the project work only when weather conditions are appropriate.

23. WARRANTY

23.1 Provide a one (1) year warranty on the complete project including parts and labor from the date of substantial completion.

23.2 Minimum requirements of the Manufacturer's warranty on equipment and material.

24. PAY APPLICATIONS

24.1 Ten (10%) percent retainage must be held back on each pay application until project has been completed. Vendor can bill for fifty (50%) percent of the retainage that has been held back at substantial completion. Vendor can bill for the remainder of the retainage

at final completion after all punch list items have been completed. This does not apply if the project is completed and there is only one pay application submitted.

- 24.2 Pay applications will be required to be submitted once a month. Vendor must submit three original copies. Each copy must be signed with a signature in blue ink and must be notarized.

25. PRE-CONSTRUCTION MEETING

25.1 After the contract has been encumbered, there must be a pre-construction meeting at the facility prior to any on-site work starting. Please see attachment #4 for typical pre-construction meeting agenda.

25.2 Key representatives from the contractor and, if any subcontractors, must attend the pre-construction meeting.

25.3 Information that the vendor must bring to the pre-construction meeting:

25.3.1 CPM or project schedule

25.3.2 Submittal log

25.3.2.1 If prepared, submit submittals

25.3.3 Submit completed security documents

25.3.4 Pay application

25.3.4.1 Submit sample pay application with project schedule of values

26. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications on the contract base bid on the Pricing Page. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the TOTAL BID AMOUNT of the contract base bid and any alternates/add-ons selected.

27. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. There are no add alternates with this solicitation.

28. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

36

28.1 All work shall be completed within one hundred twenty (120) calendar days upon receipt of Notice to Proceed. The Notice to Proceed will be issued after the contract has been approved and encumbered. The dates for the Notice to Proceed will be discussed and decided on at the pre-construction meeting.

(Please note there is not Project Manual with this project).

29. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

(There are no project plans with this solicitation) .

30. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

31. 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:

31.1 Please note that the vendor will not be issued access cards and/or keys on this project.

31.2 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

31.3 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

31.4 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

31.5 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

31.6 Vendor shall inform all staff of Agency's security protocol and procedures.

32. MISCELLANEOUS:

32.1 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: Brian W. Smith

Telephone Number: 304-925-6664

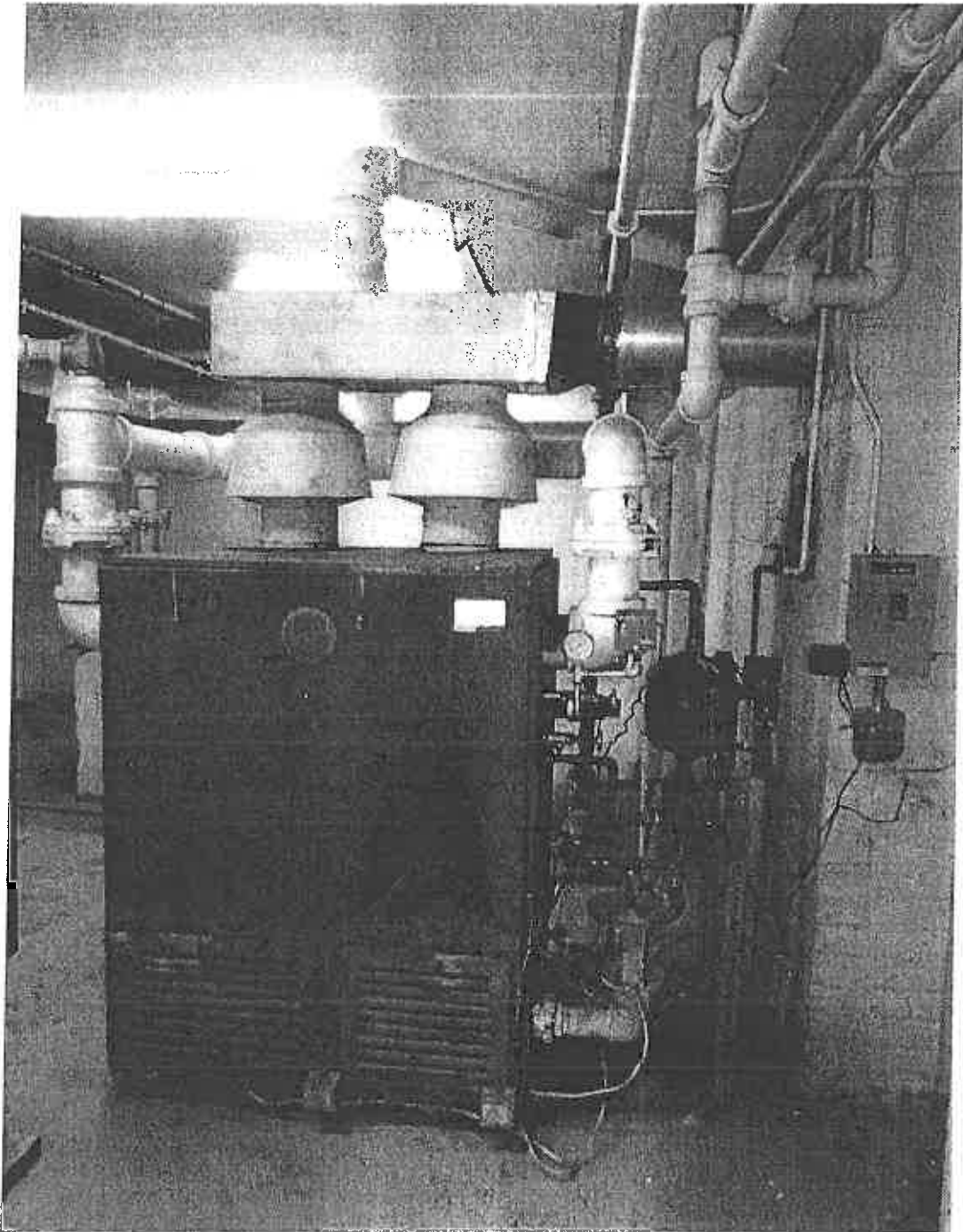
Fax Number: 304-925-4280

Email Address: briansmith@doughertyco.com

END OF GENERAL SPECIFICATIONS

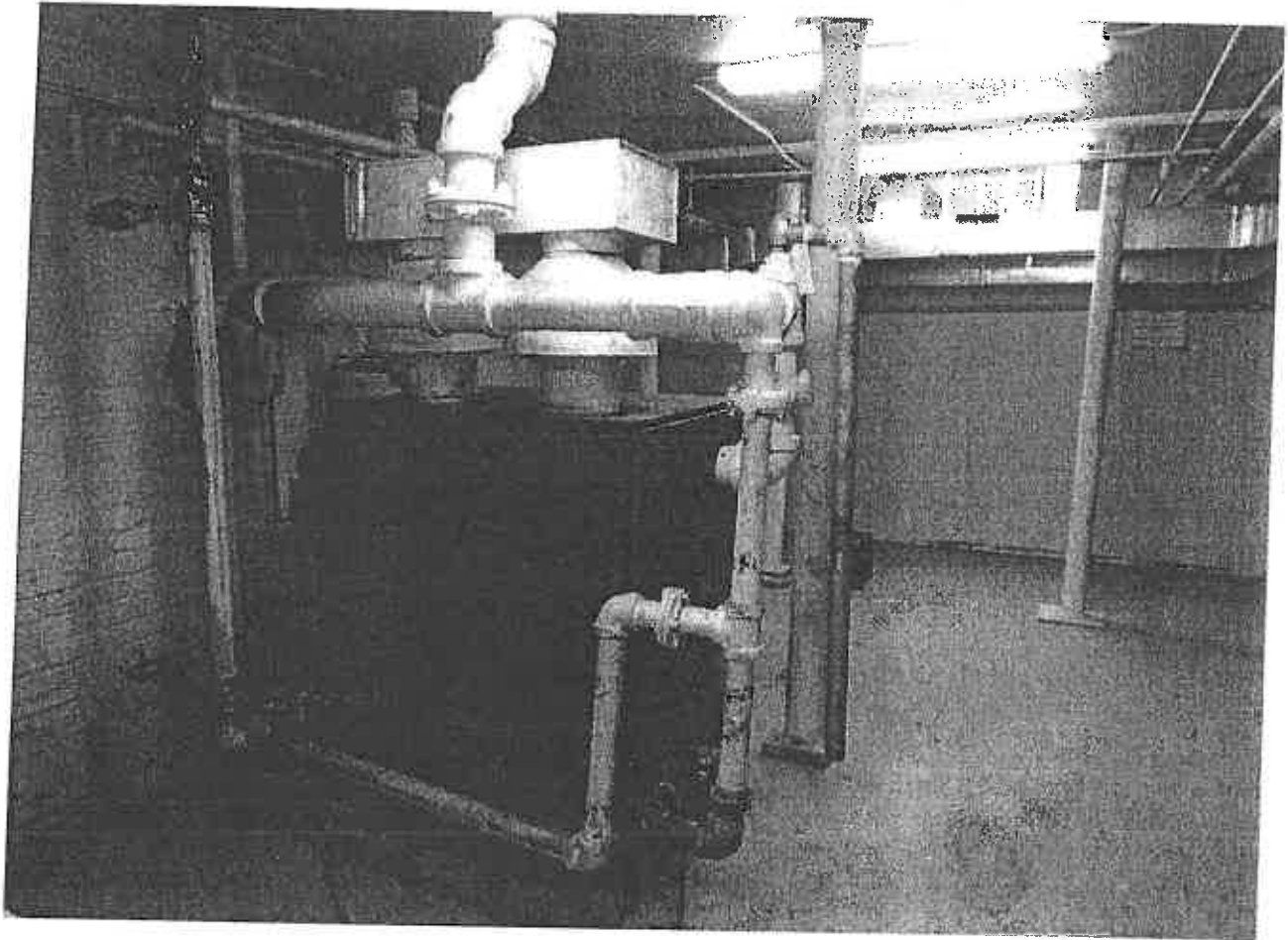
REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

ATTACHMENT #1



REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

ATTACHMENT #2



ATTACHMENT #3

STATE OF WEST VIRGINIA
 DEPARTMENT OF MILITARY AFFAIRS & PUBLIC SAFETY
 DIVISION OF CORRECTIONS



EARL RAY TOMBLIN
GOVERNOR

JIM RUBENSTEIN
COMMISSIONER

JOSEPH C. THORNTON
CABINET SECRETARY

OFFICE OF THE COMMISSIONER
 1409 GREENBRIER STREET
 CHARLESTON, WV 25311
 (304) 558-2036 TELEPHONE - (304) 558-5934 FAX

TO: Effected Contractors and Subcontractors
FROM: Philip Farley *Philip R. Farley II*
 Director of Engineering and Construction
DATE: January 2, 2015
SUBJECT: SECURITY AND GENERAL REQUIREMENTS AT CORRECTIONAL CENTERS FOR
 CONSTRUCTION PROJECTS

To all contractors and subcontractor, including all employees affiliated with the construction project. As Director of Engineering and Construction for the West Virginia Division of Corrections, at this time I am reminding you that as a Correctional Facility, the following restrictions and rules apply to you and your employees:

- A. Security - All contractors and subcontractors must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to the following:
- 1) All contractors and subcontractors must submit for each individual that will be working on the jobsite the following information for a NCIC background check: Full name, date of birth, and social security number. This will not be required for someone delivering items to the jobsite and then immediately leaving. Delivery drivers must stay with their vehicles. There is a separate form for the required information to be filled out.
 - 2) Before work each day at the jobsite, each individual from the contractors and subcontractors will be required to sign-in. After work each day at the jobsite, each individual will be required to sign-out. This is to have accountability to know exactly how many individuals and who is at the Facility in the event something would happen.
 - 3) All contractors and subcontractor will receive a security orientation prior to working on site if applicable at the Correctional Facility.
 - 4) All contractors and subcontractors will be issued a temporary ID if applicable at the Correctional Facility and must be surrendered at the end of each workday. All contractors and subcontractors will be required to turn in a federal or state issued photo ID each day if applicable at the Correctional Facility before they can pick up a temporary ID. The federal or state issued photo ID will be returned at the end of the work when the temporary ID is return to the facility.
 - 5) It is the contractors and subcontractors responsibility to notify the Correctional Facility as much in advance of any deliveries. All contractors and subcontractors must give a minimum of a 24-hour advance notice.

- 6) There are a lot of inmates that are out and about at the Correctional Facility grounds. Contractors and subcontractors are not permitted to socialize or mingle with the inmates or give them any items. For example tobacco products, knives, tools, and cell phones, etc.
 - 7) The introduction of contraband, (weapons, drugs, alcohol, cell phones, etc.) will result in prosecution.
 - 8) All contractors and subcontractors are subject to be searched, at any time, via pat-down or use of the K-9 Unit.
 - 9) All contractors and subcontractors vehicles are subject to be search at any time.
 - 10) It is the contractors and subcontractors responsibility to make sure all windows are up and the doors are locked on all vehicles.
 - 11) All contractors and subcontractors are to remain in their work areas unless an emergency dictates otherwise.
 - 12) All contractors and subcontractors must stay in the same area as their escort. If any individual or individuals do not comply, they will be escorted off the facility property and could potentially not be allowed back on site.
 - 13) If the facility permits, the contractors or subcontractors are only allowed to have one designated person with a cell phone. This person is the field superintendent. All other individuals must leave their cell phones locked up in their vehicle.
 - 14) The Facility has a certain designated smoking area outside the perimeter fence. That is the only area that is permitted for use of tobacco products. Tobacco products are not permitted inside any of the buildings or anywhere inside the perimeter fenced in area.
 - 15) Any individual or individuals of the contractors or subcontractors who show up at the facility for work and are under the influence of drugs and/or alcohol will be escorted off site and lose their privileges of ever working at the current or any future DOC Correctional Facilities.
- B. Tools – All contractors and subcontractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to the following:
- 1) Itemized list of all tools being brought to the jobsite. This includes but is not limited to tools that are in a toolbox, vehicle, etc.
 - 2) Checking all tools brought into the Facility at the beginning of the workday.
 - 3) Checking all tools being removed from the Facility at the end of the workday.
 - 4) Keeping all tools locked up while not in use.
 - 5) Immediately reporting any missing tools.
 - 6) No tools such as knives or razor blades are to be thrown away into the back of a dump truck, trash, dumpster, etc. All tools that are to be thrown away are to be given to the escort to throw away.
 - 7) To make it simpler, the contractors and subcontractors can have a large lockable toolbox with all their tools in. The facility will have a designated area for the box to be stored and will be discussed in more detail.

- C. Vehicles, trailers, office trailers, etc. designated parking areas – All contractors and subcontractors must comply with all Division of Corrections and Facility parking and vehicle requirements. This includes but is not limited to the following:
- 1) All contractors and subcontractors parking will be located in the facility parking lot area outside the perimeter fence.
 - 2) Any vehicle of the contractors or subcontractors that will need to be taken into the perimeter security fence area will require special approval from the Correctional Facility.
 - 3) All contractors and subcontractors who have approval to drive a vehicle inside the perimeter security fence area are only permitted to go through the designed gate area.
 - 4) All contractors and subcontractors vehicles are only allowed to be parked inside the perimeter security fence area for as minimal time as required.
 - 5) No contractors and/or subcontractors vehicles such as a dump truck, trailer, tool truck, testing truck, etc. are permitted to be left inside the perimeter security fence area overnight.
 - 6) Office trailers, supply trailers, and material storage containers are not permitted to be placed anywhere inside the perimeter security fence.
 - 7) Office trailers, supply trailers, material storage containers are only allowed to be setup in an approved designed area outside the perimeter security fence.
- D. Damages:
- 1) Any damages occurring to the building or property resulting from the contractor's or subcontractor's performance of this work shall be the responsibility of the contractor and/or subcontractor to repair at the contractor's and/or subcontractor's expense; either by using his/her own forces or that of an approved subcontractor. The repair method and finished product will be subject to the approval of the owner.
- E. Cleanup:
- 1) The contractor and subcontractors shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractors or subcontractors to dispose of unless otherwise noted. The contractors and subcontractors are not permitted to remove any items from the facility unless it specifically states in the contract. Anyone caught stealing items from the facility will be prosecuted.
- F. Safety and safety equipment:
- 1) All contractors and subcontractors shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. Safety shall be the responsibility of the contractor and subcontractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers, and the occurrence of the general public on or near the site.

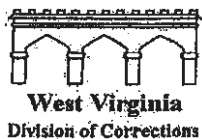
G. Prison Rape Elimination Act (PREA):

- 1) Each individual that works for the contractors and subcontractors will be required to answer four (4) questions concerning PREA. Each individual will also be required to fill out the additional information below the questions and sign. Any individual who fails to complete the PREA form will not be permitted to work on the construction project at the Correctional Facility. There is a separate form for the required information to be filled out.

H. Certificate of Understanding:

- 1) Each individual that works for the contractors and subcontractors will be required to execute a Certificate of Understanding, certifying they understand and will comply with the rules listed above. Failure to comply with any of the rules may result in banishment from all of the DOC Correctional Facilities. There is a separate form for the required information to be filled out.

Should you have any additional questions or concerns, please do not hesitate to let me know at your earliest convenience.



STATE OF WEST VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS & PUBLIC SAFETY
DIVISION OF CORRECTIONS



EARL RAY TOMBLIN
GOVERNOR

JIM RUBENSTEIN
COMMISSIONER

JOSEPH C. THORNTON
CABINET SECRETARY

OFFICE OF THE COMMISSIONER
1409 GREENBRIER STREET
CHARLESTON, WV 25311
(304) 558-2036 TELEPHONE - (304) 558-5934 FAX

NCIC SECURITY BACKGROUND CHECK INFORMATION

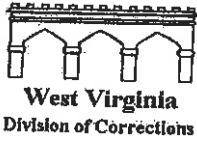
The following information is required to conduct a NCIC security background check for all individuals who work for the contractors and subcontractors. All information must be written neat and clearly visibly to read:

Print Full Name: _____

Social Security #: _____

Date of Birth: _____

Signature: _____



STATE OF WEST VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS & PUBLIC SAFETY
DIVISION OF CORRECTIONS



EARL RAY TOMBLIN
GOVERNOR

JIM RUBENSTEIN
COMMISSIONER

JOSEPH C. THORNTON
CABINET SECRETARY

OFFICE OF THE COMMISSIONER
1409 GREENBRIER STREET
CHARLESTON, WV 25311
(304) 558-2036 TELEPHONE - (304) 558-5934 FAX

PRISON RAPE ELIMINATION ACT (PREA) QUESTIONS

Please review the below questions and mark either YES or NO and fill out the information below the questions.

1. Have you ever engaged in sexual abuse in a prison, jail, lockup, community, confinement facility, juvenile facility, or other institution?

YES NO

2. Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats, or coercion, or if the victim did not consent or was unable to consent or refuse?

YES NO

3. Have you ever been civilly or administratively adjudicated to have engaged in the activity described in the above paragraph?

YES NO

4. Have you been involved in any incidences of sexual harassment?

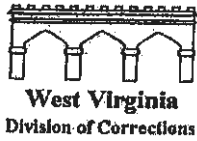
YES NO

Company Name: _____

Employee Name: _____

Date: _____

Signature: _____



STATE OF WEST VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS & PUBLIC SAFETY
DIVISION OF CORRECTIONS



EARL RAY TOMBLIN
GOVERNOR

JIM RUBENSTEIN
COMMISSIONER

JOSEPH C. THORNTON
CABINET SECRETARY

OFFICE OF THE COMMISSIONER
1409 GREENBRIER STREET
CHARLESTON, WV 25311
(304) 558-2036 TELEPHONE - (304) 558-5934 FAX

CERTIFICATE OF UNDERSTANDING

I hereby acknowledge that I have read, understand, and will comply with each of the rules of the security and general requirements at Correctional Centers including for construction projects from the Director of Engineering and Construction of the West Virginia Division of Corrections dated January 2, 2015. I understand that I may be subject to removal from the facility resulting from violations of any of these rules.

Company Name: _____

Employee Name: _____

Date: _____

Signature: _____

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

47

ATTACHMENT #4

Location – Project Name

Pre-Construction Meeting: Time and Date

Name of Owner: WV Division of Corrections
Address & Phone: 1409 Greenbrier Street, Charleston, WV 25311
Representative:
Assistant:

Name of Facility:
Address & Phone:
Representatives:

Name of Contractor:
Address & Phone:
Representative:

During the pre-construction meeting, after I have read about each particular item listed below, I asked that the contractor, any subcontractor's, and the DOC add any additional discussion:

Agenda:

1. Introduction of everyone
2. Permits
3. Terms of work
 - A. Scheduling
 - B. Notice to proceed
4. Submittals
5. Security
6. Tools

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

48

7. Code requirements
8. Damages
9. Cleanup
10. Safety
 - A. Safety Equipment
 - B. First aid
11. Materials
12. Standard work hours
13. Work sequence
14. Request for information
15. Utility locations
16. Pay applications
 - A. Review sample pay application
 - B. Retainage
 - C. Time frame for pay applications
 - D. Certified payroll
 - E. Who pay applications must be submitted to first
17. Change orders:
 - A. Procedures for processing field decisions and change orders
 - B. Discrepancies and issues found in the field
 - C. Time extensions
 - D. What must be submitted
18. Closeout documents:
 - A. What is required to be submitted
19. Summary of project:
20. DOC discussion:
 - A. Discussion of project

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

49

21. Contractor and any Subcontractors discussion:

A. Discussion of project

REQUEST FOR QUOTATION
REPLACEMENT OF HEATING BOILER AND ACCESSORIES IN THE ADMINISTRATIVE
II BUILDING AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

50

EXHIBIT A – PRICING PAGE

Vendor's Company Name: Dougherty Company, Inc.

Vendor's Address: P.O. Box 1828

Charleston, WV 25327

Phone Number: 304-925-6664

Fax Number: 304-925-4280

Email Address: briansmith@doughertyco.com

WV Contractor's License Number: WV034016

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL BID AMOUNT: \$ 63,550.⁰⁰

(Sixty-Three Thousand, Five Hundred Fifty Dollars)

(Contract base bid to be written in words and numbers.)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

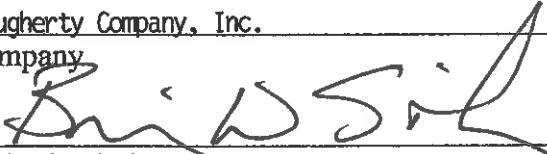
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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

- | | |
|--|--|
| <input 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.

Dougherty Company, Inc.
Company



Authorized Signature Brian W. Smith, Vice-President

11/10/16

Date

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



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).

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Replacement of Heating Boiler in Administrative II Building - CRFQ 0608 COR1700000003 - According to Plans &
Specifications

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 10th day of November, 2016.

Principal Seal

Dougherty Company, Inc.
(Name of Principal)
By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Brian W. Smith Vice President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Patricia A. Moye, WV Resident Agent 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.**

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2013.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of DECEMBER A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of November, A.D., 2016



Frank A. Carrino Secretary Frank A. Carrino, Secretary



**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, Brian W. Smith, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Brian W. Smith

Signature:

Title: Vice-President

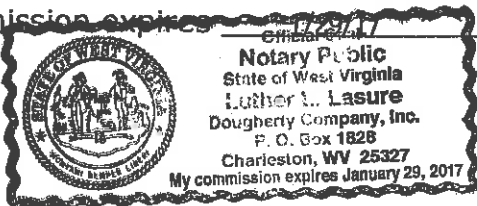
Company Name: Dougherty Company, Inc.

Date: 11/10/16

Taken, subscribed and sworn to before me this 10th day of November, 2016.

By Commission Expires 1/29/17

(Seal)



(Notary Public) Luther L. Lasure

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

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 exceed 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: Dougherty Company, Inc.
Authorized Signature: *Brian W. Smith* Date: 11/10/16
Brian W. Smith, Vice-President

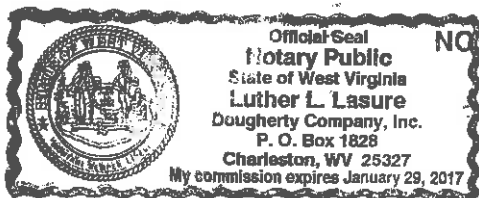
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10th day of November, 2016.

My Commission expires 1/29, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC

Luther L. Lasure
Luther L. Lasure
Purchasing Affidavit (Revised 08/01/2015)