

REQUEST FOR QUOTATION
Interior Renovations to the Historic Vault Lobby

EXHIBIT A – Pricing Page

Vendor must complete this Pricing Page and submit with the bid response if not responding in wvOASIS. Vendor shall enter the Total Lump Sum on the line below for the complete renovations of the Historic Vault contemplated and as described in Section 13 / Exhibit B of the Specifications for the entire project. When entering the price in wvOASIS, the Commodity Code line(s) are lines to be used.

Prices shall include construction and materials of the area pursuant to the attached Project Plan, all shipping, travel, lodging, meals and any other related costs.

Payment will not be made until all construction is complete and accepted by the Agency.

TOTAL LUMP SUM FOR ALL WORK	\$	<u>329,700 -</u>
<u>ADD</u> ALTERNATE #01 - ARTIFACT CABINETS	\$	<u>20,221 -</u>

Unsigned bid responses will not be accepted. If you are responding electronically via wvOASIS, your sign-on credentials become your signature.

Signature James E. Leach Jr. Telephone 304-544-7561

Please provide the following information to allow for follow-up as needed:

Contact Name: James E. Leach , Jr.

Telephone Number: 304-544-7561

Email Address: Jim@epleach.com

Signature: James E. Leach Jr.

RECEIVED

2025 SEP 30 PM 1:25

WV OASIS
DISPATCH



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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder: 1769917

Doc Description: Interior Renovations to the Historic Vault

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-03	2025-09-30 13:30	CRFQ 1300 STO2600000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :E.P. Leach & Sons

Address : 1424 4th Avenue

Street :

City : Huntington

State : WV

Country : US

Zip : 25701

Principal Contact : Vendor

Contact Phone: 304-523-7560

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN# 55-0326982

DATE 9/30/2025

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ STO26*001

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 checked="" 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.

E.P. Leach and Sons, Inc.

Company



Authorized Signature

9-30-25

Date

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, E.P. Leach & Sons, Inc.
_____ of 1424 Fourth Avenue, Huntington, WV 25701, as Principal, and West Bend Insurance Company
_____ of 1900 S 18th Avenue, West Bend, WI 53095, a corporation organized and existing under the laws of the State of _____
Wisconsin with its principal office in the City of West Bend, WI, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of Five Percent (5%) of Amount Bid (\$ 5% of Amount Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Renovation to Historic Vault Lobby, Charleston, WV

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 Obligor 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 24th day of September, 20 25.

Principal Seal

E.P. Leach & Sons, Inc.

(Name of Principal)

By

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

President

(Title)

West Bend Insurance Company

(Name of Surety)

Rita Jorgenson
Rita Jorgenson, 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.**



Bond No. N/A

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jack Anderson, Rita Jorgenson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

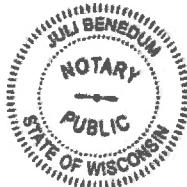
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24th day of September, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me
personally comes _____,
to me known and known to me to be the person who is described in and executed the foregoing instrument, and
acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me
personally come(s) _____,
a member of the co-partnership of _____,
to me known and known to me to be the person who is described in and executed the foregoing instrument, and
acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of WV }
County of Kanawha }

On this 30th day of September, in the year 2025, before me personally come(s)
James E. Leach, Jr., to me known, who being duly sworn, deposes and says that
he/she resides in the City of Huntington that he/she is the President of the
E.P. Leach and Sons, Inc. the corporation described in and
which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Ryan B. Leach
Notary Public


ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 24th day of September, 2025, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **West Bend Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.


NOTARY PUBLIC
My Commission Expires
1/31/2028





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

I, James E. Leach, Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of E. P. Leach & Sons, Inc.; and,
(Company Name)
2. I do hereby attest that E. P. Leach & Sons, 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: James E. Leach, Jr.

Signature: James E. Leach Jr.

Title: President

Company Name: E. P. Leach & Sons, Inc.

Date: 9/30/2025

STATE OF WEST VIRGINIA,

COUNTY OF Cabell, TO-WIT:

Taken, subscribed and sworn to before me this 30th day of September, 2025.

By Commission expires June 10, 2029

(Seal)

Leann R. Leach
(Notary Public)



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.

(Printed Name and Title) James E. Leach, Jr. - President

(Address) 1424 4th Avenue Huntington, WV 25701

(Phone Number) / (Fax Number) 304-523-7560 304-523-1238

(email address) Jim@epleach.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

E.P. Leach and Son, Inc.

(Company) _____

(Signature of Authorized Representative) _____

James E. Leach, Jr. President 9/30/2025

(Printed Name and Title of Authorized Representative) (Date) _____

304-523-7560; 304-523-1238

(Phone Number) (Fax Number) _____

Jim@epleach.com

(Email Address)

REQUEST FOR QUOTATION
Interior Renovations to the Historic Vault Lobby

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

11.5. Vendor shall inform all staff of the Agency's security protocol and procedures, which will be provided to Vendor prior to work commencement and/or at a project kick-off meeting.

12. MISCELLANEOUS:

12.1. 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.

12.2. SPECIFICATION FOR INITIAL MEETING: Vendor and Agency shall meet at the Agency's premises within ten (10) calendar days after the issuance of purchase order to discuss pre-construction activities as well as the actual work, and to agree on a start date. Project plans are to be provided to the Agency two (2) days in advance of scheduled meeting date

Contract Manager: James E. Leach Jr.

Telephone Number: 304-544-7561

Fax Number: 304-523-1238

Email Address: Jim@epleach.com



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV000362

CLASSIFICATION:

GENERAL BUILDING
SPECIALTY

E P LEACH & SONS INC
PO BOX 1823
HUNTINGTON, WV 25719

DATE ISSUED

AUGUST 5, 2025

EXPIRATION DATE

AUGUST 5, 2026

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

ADDITIONAL INFORMATION

Request for Quotation:

The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish a construction contract for renovations to the historic vault lobby per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO

WEST VIRGINIA STATE
TREASURERS OFFICE
322 70TH ST SE

CHARLESTON
US

WV

SHIP TO

WEST VIRGINIA STATE
TREASURERS OFFICE
322 70TH ST SE

CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Interior Renovations to the Historic Vault	1.00000	LS		

Comm Code**Manufacturer****Specification****Model #**

72121100

Extended Description:

Vendor should complete the Pricing Page with the detail requested and supply with its bid response.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory pre-bid @ 1:00 p.m.	2025-09-16
2	Questions are due by 3:00 p.m.	2025-09-19

	Document Phase	Document Description	Page 3
STO2600000001	Draft	Interior Renovations to the Historic Vault	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions including the mandatory pre-bid information begin on next page.

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. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

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

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

Location: WV SECRETARY OF STATE

1900 KANAWHA BLVD E
CHARLESTON WV 25305

BUILDING #1
ROOM E-145

Date: TUESDAY SEPTEMBER 16, 2025

Time: 1:00 P.M.

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Friday September 19, 2025 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ STO2600000001

BID OPENING DATE: Tuesday September 30, 2025

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: 09/30/25 @ 1:30 p.m.

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 Acknowledgement Form. 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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 **shall** 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. 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.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37 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.

16. 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 § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [wvOASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

22. 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.

REQUEST FOR QUOTATION
Interior Renovations to the Historic Vault Lobby

GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 and eighty (180) 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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ WV Contractor's License

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

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☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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 www.state.wv.us/admin/purchase/privacy.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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

2. BONDS: The following bonds must be submitted:

☒ **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

☒ **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

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3. 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

3.1. 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.

4. 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.

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5. 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. 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.

8. 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 Workforce West Virginia 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, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia 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 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 this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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.

9. 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.

10. 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. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must 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. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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. 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: _____

☐ 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

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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.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

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Interior Renovations to the Historic Vault Lobby

GENERAL CONSTRUCTION SPECIFICATIONS

begin on next page.

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GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO) to establish a one-time contract per the following:
 - 1.1 **Project Description:** The STO requests the renovation of an area located in the Historic Vault Lobby, located in the east wing of the State Capitol Complex, Building 1, 1900 Kanawha Boulevard, Charleston, West Virginia, 25305.
 - 1.2 The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services as outlined in the Specifications. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. This shall also include any required electrical wiring as applicable.
 - 1.3 The STO is exempt from the oversight and approval of the WV Office of Technology per W.Va. Code §5A-6-8. The STO will assist with any work that may be needed to complete network connections.
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 Project Plans as defined below.
 - 2.1 **"Construction Services"** means all the services, supplies and equipment necessary to construct and/or renovate existing areas as more fully described in the Project Plans, or Exhibit B.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
 - 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 **"Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as **Exhibit B**, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in **Exhibit B-2**, Vendors can obtain copies in accordance with Section 9 of these Specifications.

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3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
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. **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 these specifications or the Project Plans. Vendor should provide a description of the three (3) completed projects of similar work described in these specifications or the Project Plan as well as contact information for each project completed.
- 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 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.
- 4.2. Awarded Vendor must provide a projected timeline for work to be completed within two (2) business days prior to the Initial Meeting Process, Section 12.1.
- 4.3. Vendor must have a valid WV Contractor's License.
- 4.4. Vendor shall work timely, efficiently and effectively per the Project plans. All work shall be done using new materials that meet generally accepted construction quality standards. Vendor shall verify all dimensions at the pre-bid meeting.
5. **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. If the Pricing Pages contain alternates/add-ons, the contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W.Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons 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. Provided that Agency may accept an alternate out of the listed order if acceptance would not affect the determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.

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7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

7.1 Contract becomes effective upon Vendor's receipt of the Notice to Proceed.

8. **SUBSTITUTIONS:** Any substitution request 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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

☐ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as **Exhibit B-2** or any subsequent addenda modifying Exhibit B.

☒ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as **Exhibit B**. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. Safety: All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by WVSTO representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

10.2.1. All material/parts and workmanship must meet all WV State Fire Codes and all National Fire Protection Agency (NFPA) Safety Codes, including National Electrical Code (NEC)/NFPA 70.

10.3. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered. Any condition that may cause a change in the scope of work or deliverable must be agreed upon prior to commencing between the Agency/State of West Virginia and Vendor, and, be documented with a formal contract change order.

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10.4. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 8:00 AM till 4:00PM, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation. **Note: There may be a work limitation if an educational tour of the area affected by the construction is scheduled during the construction.**

10.5. Project Closeout: Project Closeout shall include the following:

10.5.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.5.1.1. Removal and disposal of all shipping boxes, packaging material and other related project debris daily.

10.5.1.2. Vendor shall remove tools from the work area daily; the STO will not be responsible for lost or stolen items.

10.5.1.3. Vendor shall vacuum the floor, clean all hard surfaces, and remove all dust thereby making the remodeled area ready to conduct business once the job is considered completed.

10.5.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to the Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements.

Vendor shall submit any warranty documents to the Agency project manager at final inspection.

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

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

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

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

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- 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of the Agency's security protocol and procedures, which will be provided to Vendor prior to work commencement and/or at a project kick-off meeting.

12. MISCELLANEOUS:

- 12.1. 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.
- 12.2. SPECIFICATION FOR INITIAL MEETING:** Vendor and Agency shall meet at the Agency's premises within ten (10) calendar days after the issuance of purchase order to discuss pre-construction activities as well as the actual work, and to agree on a start date. Project plans are to be provided to the Agency two (2) days in advance of scheduled meeting date

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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EXHIBIT A: PRICING PAGE

Begins on next page.

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EXHIBIT A – Pricing Page

Vendor must complete this Pricing Page and submit with the bid response if not responding in wvOASIS. Vendor shall enter the Total Lump Sum on the line below for the complete renovations of the Historic Vault contemplated and as described in Section 13 / Exhibit B of the Specifications for the entire project. When entering the price in wvOASIS, the Commodity Code line(s) are lines to be used.

Prices shall include construction and materials of the area pursuant to the attached Project Plan, all shipping, travel, lodging, meals and any other related costs.

Payment will not be made until all construction is complete and accepted by the Agency.

TOTAL LUMP SUM FOR ALL WORK \$ _____

Unsigned bid responses will not be accepted. If you are responding electronically via *wvOASIS*, your sign-on credentials become your signature.

Signature _____ **Telephone** _____

Please provide the following information to allow for follow-up as needed:

Contact Name: _____

Telephone Number: _____

Email Address: _____

Signature: _____

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EXHIBIT B: PROJECT PLANS

Begin on next page.

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EXHIBIT B – Project Plans

13. GENERAL REQUIREMENTS

- I.** Except as otherwise indicated or specified, Contractor shall furnish all labor, materials and equipment, perform all operations related to accomplishing the Work, whether indicated, required or specified.
- A.** Labor, materials and equipment necessary to complete Work includes clips, bolts, anchors, nails, etc. for assembly, operation, and/or installation wherever such accessory article, material, equipment or operation is normally considered essential to its installation in good quality construction, whether individually specified or not. It is expected that sufficient labor and coordination will be provided so that activity for any given trade will not be limited to only one part of the total Work area. Each trade will be expected to proceed in a fashion that will not delay or detain the Work following them, and in a manner that will allow for the project's completion date to be met.
- B.** Contractor shall be responsible for pick-up, delivery, unloading and installation of all Work indicated as specified.
- C.** Contractor alone shall be fully responsible for the design, strength, safety and adequacy of all shoring, bracing and all methods of construction, and for the strength, consistency, finish and general quality of Work. The specifying herein of requirements for construction, preliminary approvals by the architect, inspection, testing and quality control performed Owner's testing agencies or any other requirements shall be construed as the minimum acceptable, and shall not eliminate, lessen or restrict in any manner the responsibility of the Contractor for all construction methods and for providing completed assemblies that fully meet strength, appearance and all other requirements indicated and specified.
- All Work shall be completed for the agreed contract price without recourse to labor stoppages or revisions of governing regulations, codes and laws.
- II.** The general character and scope of Work are illustrated by the Contract Documents. Any additional details and information deemed necessary will be furnished by the architect when and as required by the Work. The instructions thus applied to the Contractor will be consistent with the Contract Documents, true development thereof, and shall be so given that they can be reasonably interpreted as a part thereof. Contractor shall carry out Work in accordance with the additional detail drawings and instructions in the same way as he carries out Work on the shop drawings.
- A.** Drawings are instruments of service and property of the architect and must be returned.

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- B. The Owner, without invalidating Contract, may order extra work or make change in the Work.
 - C. Instructions will be provided by the architect only (in writing if required by Contractor), in giving instructions, the architect has authority to make minor changes in Work not inconsistent with Contract Documents.
 - D. Contractor shall not proceed with any additional work of change for which they expect additional compensation beyond the contract amount without written authorization from the Owner by means of creating a Change Order to the final Award Document. Failure to obtain such authorization shall invalidate any claim for any extra compensation.
 - E. It is expected that sufficient labor will be provided so that activity for any given trade will not be limited to only one part of the total work area. Each trade will be expected to proceed in a fashion that will not delay or detain the Work following them, and in a manner that will allow for the project's required completion date to be met.
- III. Contractor shall coordinate Work of all trades so as to maintain proper Work schedule and assure proper performance and completion of the Work. All Work shall be performed in a good and workmanlike manner and shall be prosecuted to completion with all due diligence. The project is to be totally completed by the date agreed to at the signing of the Contract. The Contractor shall indicate his proposed completion date with his bid.
- IV. Contractor shall perform all sleeving, cutting, drilling, fitting and patching necessary to complete the Work. Do not proceed without additional direction where cutting or related operations might affect safety of Work in place, any structural element, appearance or aesthetics. The Contractor shall perform all cutting and patching required to accommodate mechanical, plumbing and electrical Work. Where repair is required, match adjacent surfaces and finishes.
- V. Work shall be constructed in accordance with all applicable laws, codes and ordinances, and shall conform to regulations of utility companies having jurisdiction. Results of tests required by local governing jurisdictions shall be transmitted directly to such authorities.
- VI. Materials or operations specified by reference to a building code, or published standard specifications of a manufacturer, association, or government organization shall conform to requirements of the latest issue, including revisions in effect at time of signing of this Agreement.
- VII. The Contractor shall furnish a list of all Subcontractors to the Owner for review and acceptance. include name of principal contact, address and phone number for each Subcontractor.

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- VIII.** The Contractor shall submit shop drawings, samples and similar information as requested or necessary for proper evaluation or coordination of Work to be performed. Submit 3 prints only of shop drawings, 5 copies of cut sheets, 3 physical samples, and 3 copies of maintenance instructions.
- A. Submit in timely fashion so as not to cause delay to Work in timely fashion and in accordance with an agreed upon schedule between the Agency and the vendor post award.
 - B. Contractor shall be responsible for all errors and omissions in details and dimensions, coordination and quality, and shall review and stamp his approval on the drawings prior to submission to the architect to be sure shop drawings are in order before submitting for review.
 - C. The architect will review for general compliance with design concept and Contract Documents, adding or correcting details to this end.
- IX.** Quality Control:
- A. The work shall be performed by competent, experienced craftsmen in each trade.
 - 1) Contractor shall provide a competent superintendent who is thoroughly experienced in the execution of this type of construction and who will always be at the site for proper supervision of the Work.
 - 2) Contractor shall always enforce strict discipline at the site and shall not employ on the Work anyone who is unfit or unskilled in the task assigned to them.
 - B. The Contractor shall verify existing conditions and dimensions in field before beginning Work and report any discrepancies to the architect for review and direction before proceeding or ordering materials. Do not proceed without additional direction where conditions differ from those indicated.
 - 1) Verify that conditions are suitable for the installation of specific products and materials prior to beginning their installation.
 - 2) Verify with manufacturer's printed instructions for cleaning, priming or other surface preparation required. Primers, basecoats and other materials shall be compatible with finishes and adjacent surfaces and materials.
 - 3) Any discrepancies found in the contract documents, dimensions, existing conditions or specifying of a product or its use shall be pointed out to the architect immediately upon receipt of the bidding documents. Addenda will be issued as necessary for these discrepancies and will become part of the contract

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documents. For those discrepancies not brought to the attention of the architect, it will be assumed that the Contractor has bid the more expensive material or method of construction.

- 4) No subsequent extras or additions will be allowed for any claim of lack of knowledge or conditions or circumstances about which the bidder could have site inspected and/or otherwise informed themselves.
- C. The Contractor shall lay out Work and be responsible for all lines, elevations, and measurements of Work executed under this Contract. Due to the small scale of these plans and the instability of reproductions, the drawings should not be scaled, and any critical dimensions should be field verified. Exercise proper precautions to verify all critical dimensions, and notify the architect of any discrepancies, omissions or conflicts. Should necessary dimensions or figures not be indicated, or if existing conditions prohibit the execution of the design intent, notify the architect and do not proceed until direction is provided. Any additional work, demolition and/or removal as a result of failure to do so will be at Contractor's expense.
- 1) Where dimensions are omitted on drawings, walls, partitions or other features shall be located in self-evident positions, such as aligned with face of wall or partition, centered on opening of space, etc. Do not scale critical dimensions, follow dimensions in preference to scaling.
 - 2) Verify that conditions are suitable for the installation of specific products and materials prior to beginning installation.
 - 3) Information contained in these drawings is based on limited field measurements. The information contained herein may require adjustments or modifications to conform with existing conditions. In cases where changes in details are necessary, these drawings shall be used to show the Design Intent only.
- D. The Contractor shall install materials in strict accordance with their manufacturer's printed instructions and specifications on the Contract Documents.
- E. Work shall be equal in all respects to the best recognized practices of the trades involved and shall be prosecuted to completion with all due diligence and is subject to the architect's and Owner's approval. Work shall be plumb, true, level, and rigid (where required).
- X. The Contractor shall provide temporary utilities, construction aids, protective measures and related controls required by authorities having jurisdiction, or as necessary for proper execution of the Work.

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- A. Take all precautions necessary to protect persons and property on or off site from injury or damage resulting from Work under this Contract. Contractors shall be solely responsible for initiating, maintaining and supervising all safety precautions. Site visits by the architect or the Project Engineer will not relieve Contractor of this responsibility.
 - 1) Comply with all Federal, State and local laws and regulations governing environmental protection, accident prevention and safety.
 - 2) Comply with applicable requirements of the Occupational Safety and Health Administration.
 - 3) Post signs and take such measures as are required for safety and related purposes and maintain as long as necessary.
- B. Furnish, erect and maintain for as long as required, all scaffolding, guard rails, platforms and similar temporary construction as may be necessary for performance of the Work. Such facilities shall be of suitable type and arrangement to serve their intended functions, and shall be substantially constructed throughout, rigidly supported and well secured.
- C. Provide temporary weather barriers and protection when and where required to maintain structures weather tight, or to provide suitable conditions for the performance of the Work. Provide temporary air tempering and protection of materials. Secure structures and grounds as necessary against unauthorized entry; provide temporary locked closures and barriers where necessary.
- D. Provide temporary toilet facilities on site for duration of Work for all persons engaged in the Work, if required by the Building Owner. Temporary toilets shall be chemical or of any other type approved by local authorities and shall be serviced regularly.
- E. Take all necessary precautions to prevent the possibility of fire resulting from execution of Work under this Contract.

XI. Materials and Equipment:

- A. All materials to be incorporated in the finished work shall be new.
- B. The architect and Owner will be the sole judge of equality or superiority of substitutions proposed for particular products noted or specified. Do not purchase or install substitutions without the architect and Owner approval.
- C. Bids shall include items as specified or noted on the drawings and specifications by manufacturer, series or model number. No substitutions will be considered prior to the bid.

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XII. Product Handling

- A. Materials shall be delivered to the site in manufacturer's original unopened, undamaged containers.
 - B. Unpack, handle and store all materials so as to prevent breaking, staining, degradation or other damage, and protect materials and equipment subject to deterioration from exposure to elements.
 - C. Protect supplies, materials, equipment, Work in preparation or being installed and Work in place against unsuitable weather conditions. Comply with manufacturers' recommendations and instructions with regard to temperature, humidity and other conditions under which their products should or should not be installed, or to which they should or should not be exposed.
- XIII.** The Contractor shall maintain the site and adjacent areas clean and free of debris, and hazardous conditions, post warning signs or barriers as necessary for safety. The Contractor shall legally dispose of all excess materials and waste off site as Work progresses, and clean all surfaces using proper materials and methods, as approved, upon completion of the Work.
- XIV.** The Contractor shall repair, patch and touch-up all marred surfaces to match adjacent finishes. Replace damaged items where necessary.
- XV.** The Contractor and all subcontractors shall carry property damage and public liability insurance as required by government agencies having jurisdiction and comply with statutory requirements for disability and workmen's compensation. Contractors and subcontractors shall comply with all rules and regulations directed by the Building Owner and the conditions of the job. Insurance shall protect the Building Owner, the Tenant, the architect, and/or their representatives, and any other group named from a liability due to Contractor's or subcontractor's negligence. A properly executed Certificate of Insurance, Accord Form, shall be submitted to the architect prior to commencement of any Work.
- XVI.** The Contractor shall be responsible for the distribution of contract documents and related information to all trades under his jurisdiction.
- XVII.** The Contractor shall furnish all items unless otherwise noted. Unless noted otherwise, Contractor shall furnish mechanical, electrical, plumbing and other hook-ups to:
- XVIII.** Contractor-Furnished and Contractor-Installed (CFCI).

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XIX. The Contractor shall be responsible for restricting and containing dust and debris generated from the demolition and construction by means of temporary partitions and barriers as required.

XX. 19. A guarantee for this project is required and shall be from General Contractor only and he shall be responsible for all Work performed by his subcontractors. The Contractor shall remedy only defects due to faulty materials or workmanship {including openings between dissimilar materials) and correct damages to their work within I year of date of final acceptance by the Owner, whichever comes first. Prompt notice of observed defects is required of the Owner. Any claim, notification, notification by the Owner in the first year shall continue until fully remedied by the Contractor.

13.1. Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1. Flooring Specifications

13.1.1.1 Carpet Specification: Brand Fabrica, Power Point

13.1.1.1.1 No. PP62 – Marine

13.1.1.1.2 No. PP43 – Day Lilly

13.1.1.1.3 Install Mapei Floor Leveling Compounds to prepare floor.

13.1.2. Existing receptacles shall remain in place at their existing locations.

13.1.2.1. Replace existing receptacles with new copper, Greengate to match style of new switches for lighting.

13.1.2.2. Install new covers, white, to match style.

13.1.3. Install TV multifunction box and TV mount at 7' – 2" A.F.F. to centerline.

13.1.4. Existing conduits with data cables shall remain and extend into a new wall.

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13.1.4.1. Consult General Services for source of data and connections is required.

13.1.4.2. The Owner shall decide what delivery system will serve the visual aids.

13.1.5. Electrical and Communications Schedule

13.1.5.1. Duplex receptacle, Eaton #BR20W, white, with Eaton #5132W white designer plate

13.1.5.2. Duplex ground fault interrupting receptacle, Eaton #TRSGF20W, 20-amp, 120 volt, white, nylon, Nema 5-20R, with Eaton white nylon designer wall plate #5132W

13.1.5.3. Computer data receptacle, Eaton #5132W, single gang, nylon, white, designer plate, over a single gang plaster ring, matching drywall thickness, and backed by a 4x4 x3 inch metallic back box.

13.1.5.4. Install white designer 3 port data insert, Decora #7510W, with three white snap-in blank "keystone" fillers for owner data and communications wiring.

13.1.5.5. TV multiple connection recessed box for wall flat screen tv installation. Arlington Industries TVB5507-1 recessed outlet wall plate kit, 3-gang, white, with low voltage barrier. Steel back box with white non-metallic white trim plate and recessed designer 3- gang device cover plate. (gangs from left to right):

13.1.5.6. Gang 1, Eaton designer white nylon duplex receptacle #BR20W.

13.1.5.7. Install low voltage barrier between gangs 1 and 2

13.1.5.8. Gang 2, designer blank insert white

13.1.5.9. Gang 3, designer insert data 3-port, white insert Decora #7510W,

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- 13.1.5.10.** With three white, blank snap-in "keystone" fillers for owner data and communications wiring.
- 13.1.5.11.** Mount rough-in steel box assembly on left power side and remove three knockouts inside and/or bottom of communications side of assembly for owner's IT technicians' installation of cables during rough-in period.
- 13.1.5.12.** Locate and re-utilize existing "home run" electrical junction boxes above the removed ceiling. These junction boxes serve existing lighting circuits. Coordinate with WV General Services for the circuits' originating breaker disconnects. Re-utilize one existing circuit for supply of new installed lighting system, and another existing circuit for new electrical duplex devices in the new construction.
- 13.1.5.13.** Wall rocker switch, single pole, Eaton white nylon single-pole designer switch #7621W, with white nylon designer single gang wall plate. Eaton #5132W.
- 13.1.5.14.** Additionally, include a non-utilized, redundant white neutral in all switch installation wiring loops.
- 13.1.5.15.** Wall switch, 'three way", single pole double throw #7623W, with Eaton #5132W white designer plate, used as remote on-off switch for dimmer companion to dimmer system "d3" below. Additionally, include non-utilized white neutral in all switch installation wiring loops.
- 13.1.5.16.** Dimming wall switch, Cooper WSSD-010SLD-W, 1–10-volt slide dimmer switch, utilized as single pole lighting control. See manufacturer wiring schematic. Additionally, include a non-utilized white neutral in all switch installations on wiring loops. See manufacturer connection schematics.
- 13.1.5.17.** Dimming wall switch Cooper WBSD-01 0SLD-W, 1–10-volt slide dimmer switch, utilized as 3-way lighting control additionally,

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include a non-utilized white neutral in all switch installation wiring. See manufacturer connection schematics.

- 13.1.5.18.** Type a, 2x2 lay-in LED light fixture, 32.5 watts, Cooper 45 Corelite, 221D-45-DBR-UNV-1840U, 4500 lumens, 4000 kelvins, 2-inch double barrel regressed.
- 13.1.5.19.** Support each fixture with two opposing support wires, fastened to the existing building construction. Clips to ceiling grid, in lieu of support wires, will **not** be acceptable.
- 13.1.5.20.** Type C, 2x2 lay-in LED light fixture, 45.9 watts, cooper Corelite, 221C-55-DBR-UNV-1840U, 5500 lumens, 4000 kelvin, 2-inch double barrel regressed.
- 13.1.5.21.** Support each fixture with two opposing support wires, fastened to the existing building construction. Clips to ceiling grid, in lieu of support wires, will **not** be acceptable.

13.1.6. Electrical and communications notes

- 13.1.6.1.** All conduit and wiring shall be EMT metallic conduit and/or type mc metallic armored cables, both with all conductors required for the intended use, including green full-sized grounding. Utilize single conductor, #12 AWG copper, THHN, color coded wiring for circuits wiring. Utilize stranded conductor, #12 AWG copper, THHN, color coded wiring for receptacle devices whip connectors. All conduits, cables, and wiring must be concealed in the construction.
- 13.1.6.2.** Data and communications wiring/cabling will be installed, during coordinated rough-in of construction, by owner's technical IT personnel. All terminations of installed data and communications wiring/cables will be performed by the owner's technical IT personnel after construction finishing activities.
- 13.1.6.3.** All new receptacles, switches, dimmers, and computer outlets receptacles shall be backed up with a recessed 4x4x3 inch deep

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steelwork box with a single gang plaster ring based on the drywall thickness.

13.1.6.4. Existing receptacle's locations shall remain with replacement of existing receptacles with new devices and new cover plates as specified for new locations.

13.1.6.5. Provide and install Eaton brand white nylon multigang designer switch plate in lieu of single gang plates supplied with the dimmers.

13.1.7. Reflected Ceiling Plan

13.1.7.1. Ceiling Tiles

13.1.7.1.1. CertainTeed, Cashmere-style edge, Cashmere Customline, Fluted Reveal (9/16" grid only), No. CMF124 panels, 24" X 24" X 3/4", NRC 0.60.

13.1.7.2. Suspended Grid System

13.1.7.2.1. Chicago Metallic 4050 Temptra Fire Rated 9/16" No.4050.01 CZ, Tee Bars No. 4052.01 CZ, Wall Angles No. 1480.01

13.1.7.3. Notes Regarding Ceiling System

13.1.7.3.1. Remove the existing suspended acoustic ceiling system. Install the new ceiling system at the same elevation above the finished floor. All suspension wires, supports, etc. shall be securely attached to the existing structure.

13.1.8. Interior Plan

13.1.8.1. All wood trim, doors, panels, cabinets, etc. shall match the oak entrance door and trim at its finish.

13.1.8.2. The Owner shall direct the locations of two (2) new artifact cabinets to be provided by the contractor.

13.1.8.3. The Treasurer's Seal shall be provided by the Owner and installed by the Contractor on the wall space above the Historic Vault entrance.

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13.1.8.4. The Contractor shall provide shop drawings for the artifact cabinets and trim sample to the Architect for approval prior to ordering and installation.

13.1.8.5. DETAILED PLANS ARE AVAILABLE UPON REQUEST.

14. SPECIFICATIONS AND DRAWINGS

14.1. If any errors or omissions appear in the Contract Documents, the Contractor shall notify the architect in writing of such error or omission. If the Contractor fails to give such notice, whether prior to or during the execution of the Work he will be held responsible for results of such errors or omissions and for cost of rectifying same.

14.2. Should the Drawings disagree in themselves or with the Specifications, or should the Specifications disagree in themselves, the better quality or greater quantity of work or materials shall be estimated and bid upon, and unless otherwise ordered in writing, shall be furnished and installed.

14.3. The general character of the detail work is shown on the Drawings, but minor modifications may be made by the architect. All drawings illustrate design intent if Shop Drawing submittal and review are required (see "Samples and Shop Drawings").

15. MEASUREMENTS

15.1. In general, the measurements on the Drawings are reasonable and accurate for the purposes of design intent. However, in the execution of the Work on the Project, the Contractor is to verify all dimensions with actual conditions on the job in order to make a perfect fit, the requirements of the Samples and Shop Drawings section notwithstanding. Where the Work of one Contractor is to join that of another, both are to furnish shop drawings showing the actual dimensions and the method of joining the work of the two trades. These drawings may be in addition to any drawings requested in Designer's General Notes, or as listed under "Shop Drawings".

15.2. No extra charge or compensation will be allowed to account for minor differences between actual dimensions and the measurements indicated on the Drawings. Any differences

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which may be found shall be submitted to the architect for consideration before proceeding with the work.

- 15.3.** If required by the Contractor, the architect will verify any Contractor's chalk line layouts prior to proceeding with framing of partitions. General Contractor to notify architect three days in advance when layout is completed and ready for verification and approval.

16. SAMPLES AND SHOP DRAWINGS

- 16.1.** The Contractor shall be requested to provide Samples and Shop Drawings listed below. No materials shall be used which do not equal the approved sample. Until such approval has been given, any material or appliances to be so approved will be fabricated or incorporated into the Work at the Contractor's sole risk. The approval or acceptance of Samples will not preclude the rejection of any material upon the discovery of defects in same prior to the final acceptance of the Complete work.
- 16.2.** Submittals or inquiries received directly from suppliers or manufacturers will not be reviewed or approved. After the bid date, the Architect will consider substitutions for brand-named equipment or materials specified, from the successful bidder, where substantial credit will result in cost to the Owner. Samples, shop drawings, materials lists, manufacturer's literature and other required information shall be submitted in sufficient time to permit proper consideration and action on same before any materials and items which such submittals represent are delivered to the job site.
- 16.3.** The Contractor will be held responsible for any delay in the progress of the Work which may be due to his failure to observe these requirements, and the time for the completion of his Contract will not be extended on account of his failure to submit Samples and Shop Drawings promptly in strict accordance herewith.
- 16.4.** Samples:
- 16.4.1.** Samples shall be submitted in triplicate, properly tested and identified, and manufacturers' literature and materials list in quadruplicate, except where a greater or lesser number is specifically requested.
- 16.4.2.** Samples must be submitted by the Contractor only, unless he has authorized his Subcontractor to submit them and has notified the architect accordingly.

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16.4.3. Samples which are rejected by the architect must be resubmitted as soon as possible after notification of the rejection and shall be marked "Resubmitted Samples" in addition to the other information required on the label.

17. PROJECT CLOSEOUT

- 17.1.** **Guarantees:** The Contractor shall execute and deliver to the Owner's representative, in duplicate, before final payment, a written guarantee covering all materials and equipment covered under this contract. Each subcontractor shall execute and deliver similar guarantees as to the work done by them. Unless otherwise noted, the guarantee shall be for a period of one year from the date of final acceptance of the entire project. Neither the Certificate of Final Payment, occupancy of space by the Owner, nor any provision of the Contract Documents shall relieve the Contractor or any Subcontractor of responsibility under this guarantee (ref. General Conditions, AIA, par. 4.5).
- 17.2.** **Waiver of Lien:** The Contractor shall execute and deliver all work and materials to be furnished hereunder, free and clear of all liens, charges and encumbrances of every nature whatsoever and shall provide written evidence thereof.
- 17.3.** **Record Drawings:** The Contractor shall record on the job set of prints, all deviations from locations of layout shown or approved of any work, including that which is concealed from view. The Contractor shall transmit these drawings to the Owner. Final payment will not be made until these drawings are received. The Contractor shall be solely responsible for their accuracy.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ STO26*001

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 checked="" 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.

Company

Authorized Signature

Date

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



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

I, _____, after being first duly sworn, depose and state as follows:

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

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

(Notary Public)

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