



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

# Request for Quotation

RFQ NUMBER
DEFK6170

PAGE
001

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY ROUTE 119, SOUTH
	CLARKSBURG, WV 26301                      341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2006				

BID OPENING DATE: **05/31/2006**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-15		
FENCE INSTALLATION AND REPAIR						
*** RE-BID **    ** RE-BID **    ** RE-BID **    ** ** RE-BID **						
<p>THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE OFFICE OF THE ADJUTANT GENERAL'S DIVISION OF ENGINEERING AND FACILITIES IS SOLICITING BIDS TO PROVIDE ALL LABOR AND MATERIALS FOR (2) 25' GATES (50' OPENING), 128' LF OF NEW FENCE AND THE DEMOLITION OF 97' LF OF EXISTING FENCE AND GATES AT THE CLARKSBURG ARMED FORCES RESERVE CENTER LOCATED IN CLARKSBURG, WEST VIRGINIA PER THE ATTACHED PAGES 1 TO 5, SPECIFICATION PAGES 02821-1 TO 5, AND PAGES GP-1 TO 13. COMPLETION TIME FOR THIS PROJECT IS 60 DAYS FROM NOTICE TO PROCEED.</p> <p>PLANS AND SPECIFICATIONS ARE AVAILABLE AT NO CHARGE BY CONTACTING PHIL EMMERTH AT 304-201-3529.</p> <p>NO PRE-BID MEETING IS SCHEDULED FOR THIS PROJECT; HOWEVER, VENDORS ARE STRONGLY ENCOURAGED TO MAKE A SITE VISIT PRIOR TO BID SUBMISSION. SITE VISITS MAY BE COORDINATED BY CONTACTING PHIL EMMERTH AT 304-201-3529 OR 304-281-8436 (CELL).</p> <p>PLEASE PROVIDE A LUMP SUM PRICE IN THE SPACE PROVIDED BELOW:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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

# Request for Quotation

RFQ NUMBER  
**DEFK6170**

PAGE  
**002**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN**  
**304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**ROUTE 119, SOUTH**  
  
**CLARKSBURG, WV**  
**26301 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2006				

BID OPENING DATE: **05/31/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
						\$-----LUMP SUM
<p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
DEFK6170

PAGE
003

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 ROUTE 119, SOUTH  
  
 CLARKSBURG, WV  
 26301 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2006				

BID OPENING DATE: 05/31/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>		
				<p>EXHIBIT 7</p>		
				<p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p>		
				<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>		
				<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK6170**

PAGE  
**004**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**CHUCK BOWMAN**  
**304-558-2157**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**ROUTE 119, SOUTH**  
  
**CLARKSBURG, WV**  
**26301 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>05/11/2006</b>				

BID OPENING DATE: **05/31/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK6170**

PAGE  
**005**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**CHUCK BOWMAN**  
**304-558-2157**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**ROUTE 119, SOUTH**  
**CLARKSBURG, WV**  
**26301 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2006				

BID OPENING DATE: **05/31/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK6170**

PAGE  
**006**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN**  
**304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**ROUTE 119, SOUTH**  
  
**CLARKSBURG, WV**  
**26301 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/11/2006				

BID OPENING DATE: **05/31/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK6170**

PAGE  
**007**

ADDRESS: CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN**  
**304-558-2157**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**ROUTE 119, SOUTH**  
  
**CLARKSBURG, WV**  
**26301 341-6368**

DATE PRINTED <b>05/11/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>05/31/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>APPLICABLE LAW</b>						
<p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						
<b>NOTICE</b>						
<p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p style="text-align: center;">STATE AUDITOR'S OFFICE          BID OBSERVER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





West Virginia Army National Guard  
Clarksburg Armed Forces Reserve Center  
Clarksburg, WV

The West Virginia Army National Guard, Division of Engineering and Facilities (DEF) is accepting price quotes for providing all mobilization/demobilization, materials, labor, transportation and equipment for two (2) 25' gates (total opening size is 50 feet) and associated fencing at the Clarksburg Armed Forces Reserve Center located on Armory Road in Clarksburg.

### **Scope of Work**

1.0 - The Contractor shall provide all mobilization/demobilization, materials, labor, transportation and equipment to complete the work specified.

1.1 - The Contractor will demolish and dispose of two (2) 10' swing gates and approximately 97 LF of existing fence. Also included is the demolition and disposal of all posts, concrete and associated hardware. The Contractor shall repair the holes where the existing posts have been removed. This includes backfilling the holes and provide cold patch asphalt to these areas.

1.2 - The Contractor will install two (2) new 25' roller gates (total opening to be 50') and approximately 128 LF of new fencing per the specifications provided in the Request for Quotations. See enclosed drawing "Base Bid - Two (2) 25' Gates" dated 5 May 2006.

1.3 - The Contractor will be responsible for securing the site after each day's work with a temporary fence. The temporary fence will be of similar height and construction as the existing fence. The temporary fence would not be required to have a gate.

1.4 - The Contractor shall provide four (4) copies of the submittals to the Project Manager for approval. Submittals are required on the gate, fence, roller supports and associated hardware.

1.5 - The following are revisions to the specifications:

- a. The fabric height of the new fence and gates are revised from 6 feet to 7 feet. The fabric height does not include the one (1) foot barbed wire top.
- b. The specifications will be revised to allow for a tension wire to be utilized for the top and bottom rails.
- c. The gauge of the fabric will be revised to 9 gauge.

### **Responsibilities of Contractor**

2.0 - The Contractor will be or become a registered WV vendor before commencement of the contract and must possess a current WV Contractor's license for the work required by the contract.

2.1 - The Contractor shall be responsible for obtaining and paying all permits, licenses and taxes applicable to the contract including B & O tax and building permits.

2.2 - The Contractor shall isolate the work area using barrier tape (safety yellow) and warning cones. At all times, the Contractor's equipment and vehicles shall be parked in a manner not to block regular traffic flow in the area.

2.3 - The Contractor must coordinate with the Project Manager concerning all phases of the contract to minimize disruption of normal operations at the facility. The Contractor will have access to the site during normal working hours of the Clarksburg Armory personnel (0730 to 1600 hours).

2.5 - The Contractor is responsible for locating existing utilities (Contact Miss Utility of West Virginia, Inc.). The Contractor is responsible for repairing any damaged utilities and damaged property, to an original or better condition, and that may have occurred as a result of the Contractor's actions during the contract at no cost to the Owner.

2.6 - The Contractor will abide by the General Provisions.

2.7 - The Contractor will perform work in accordance with all local, State and Federal codes.

2.8 - Completion time for the project shall be sixty (60) days from the Notice-To- Proceed issued by the Project Manager.

2.9 - The Contractor shall supply all utilities for the work required. There is no electricity, water or sanitary facilities at the site. Sanitary facilities are available at the Clarksburg Armory.

2.10 - The Contractor shall be responsible for scheduling and coordinating all work with the building inspectors.

## Payment

3.1 - Payment 1 - Ninety (90) percent of the contract sum upon completion of the contract requirements and receipt by the Project Manager of the following:

3.1.1 - Invoice for services rendered with certified payrolls for period of invoice.

3.2 - Payment 2 - One hundred (100) percent of the contract sum less previous payment, plus or minus any or all approved:

3.2.1 - Change orders signed making final adjustment on contract price.

3.2.2 - All change orders executed and work completed.

3.2.3 - All claims settled.

3.2.4 - Certificate of release from WV Tax Department.

## Contact Persons

4.1 – Project Manager

Phil Emmerth

Wheeling AASF # 2

538 Girtys Point Road

Wheeling, WV 26003

Phone - 304/238-1010 or 304-201-3529

Fax - 304/238-1011 or Cell 304/281-8436

E-mail: phil.emmerth@wv.ngb.army.mil

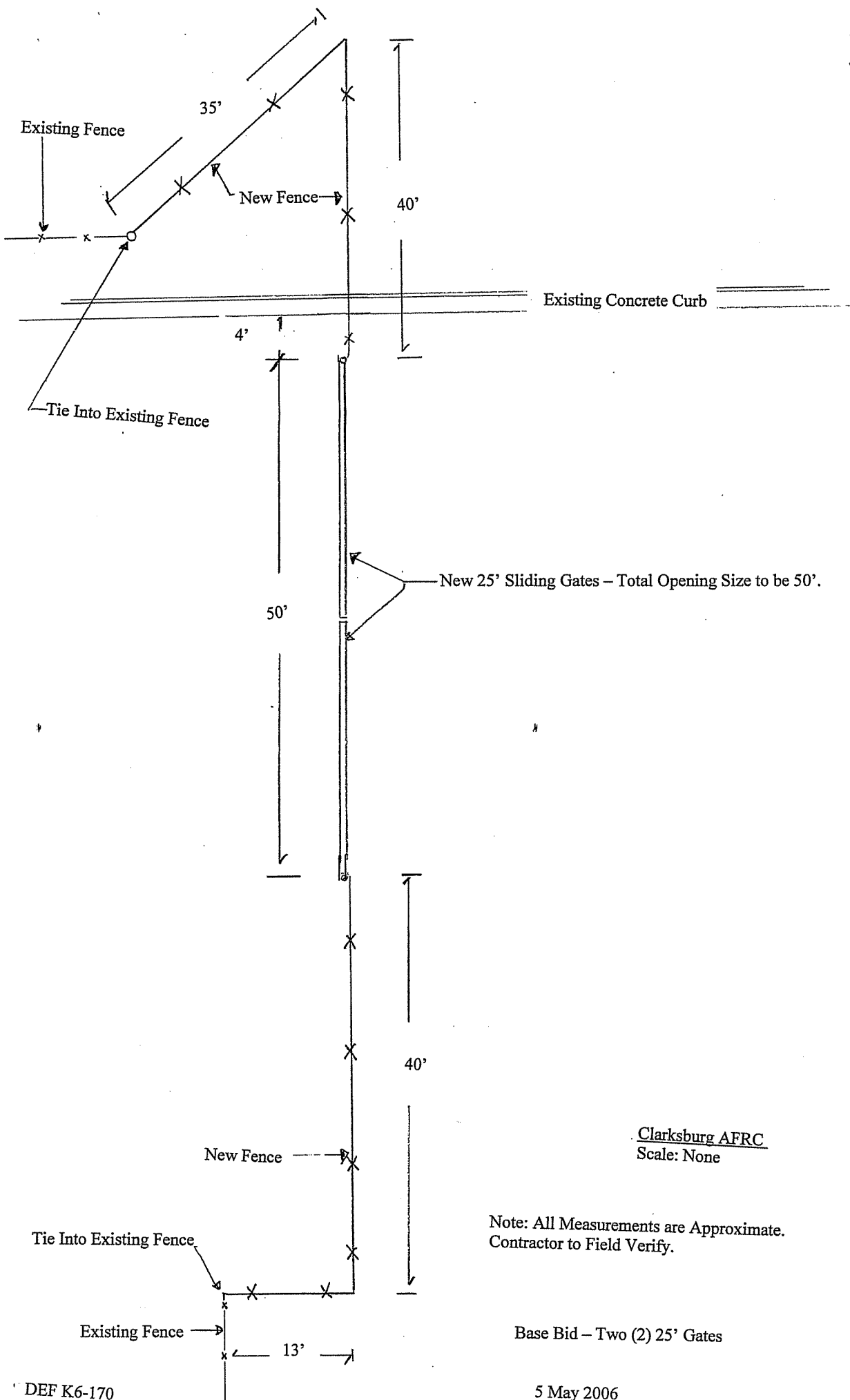
4.2 – Mr. Joe Glaspell

Clarksburg Armory

5 Armory Drive

Clarksburg, WV 26301

Phone 304/623-1731 - Hours 0730 to 1600 hours.



Clarksburg AFRC  
Scale: None

Note: All Measurements are Approximate.  
Contractor to Field Verify.

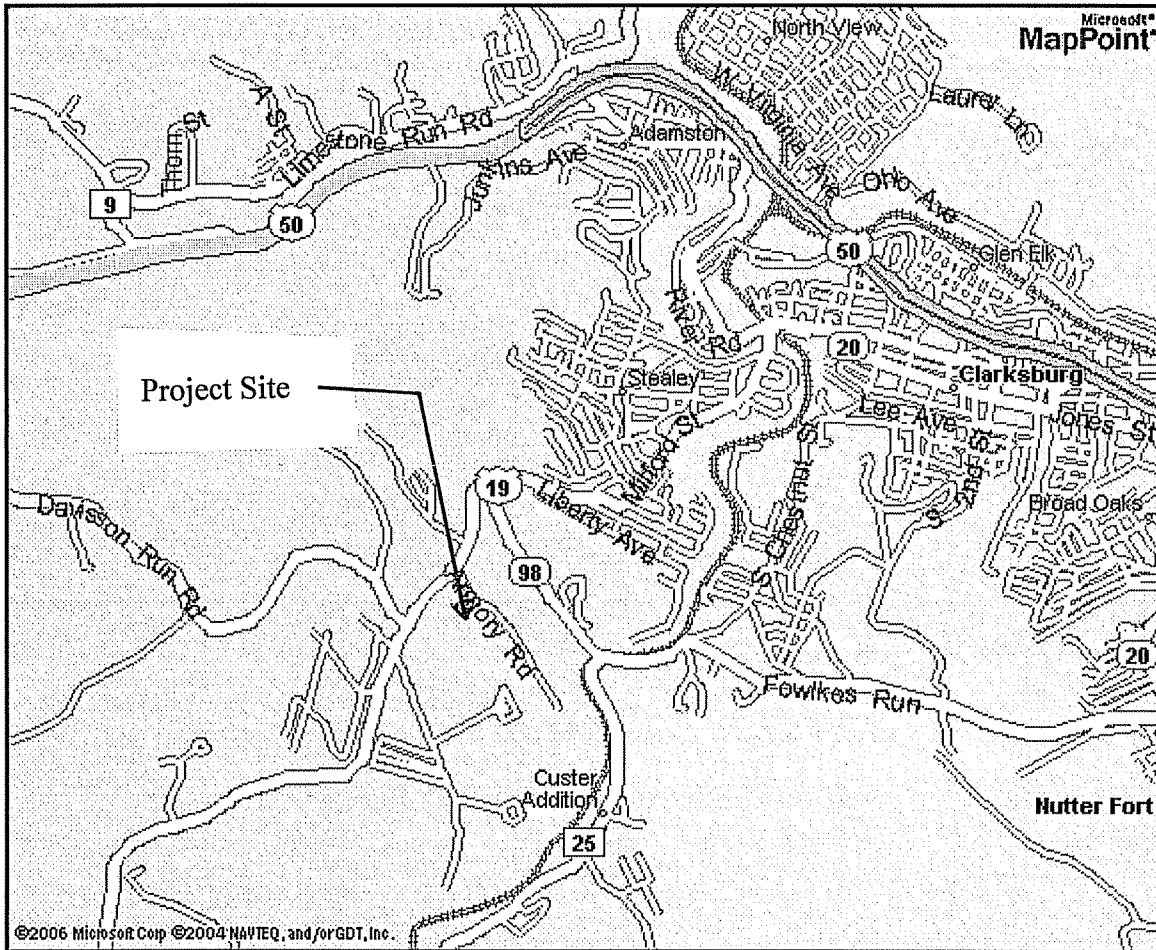
Base Bid - Two (2) 25' Gates

5 May 2006

# msn Maps & Directions

Featuring Microsoft® MapPoint® Technology

Clarksburg, West Virginia, United States



Your right to use maps and routes generated on the MSN service is subject at all times to the MSN Terms of Use, Data credits, copyright, and disclaimer.

DEF K6-170

**SECTION 02821**  
**CHAIN LINK FENCE**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
1. Fence framework, fabric, and accessories.
  2. Excavation for post bases.
  3. Concrete foundation for post.
  4. Gates
- B. Related Sections:
1. Section: 03300 Cast-In-Place Concrete: Concrete anchorage for posts.

**1.2 REFERENCES**

- A. American Society for Testing and Materials:
1. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
  2. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.
  3. ASTM F900 - Standard Specification for Industrial and Commercial Swing Gates.
  4. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
  5. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
  6. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
- B. Chain Link Fence Manufacturers Institute:
1. CLFMI - Product Manual.

**1.3 SYSTEM DESCRIPTION**

- A. Fence Height: 6 Feet nominal as indicated on Drawings.
- B. Line Post Spacing: At intervals not exceeding 10 feet.
- C. Fence Post and Rail Strength: Conform to ASTM F1043 Light Industrial Fence quality.
- D. Barbed Wire: 3 strands spaced at intervals to match existing.
- E. Gates: Mechanical Sliding and or double leaf swing gates

#### 1.4 SUBMITTALS

- A. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.
- B. Product Data: Submit data on fabric, posts, accessories, fittings and hardware.
- C. Manufacturer's Installation Instructions: Submit installation requirements.

#### 1.5 QUALITY ASSURANCE

- A. Supply material in accordance with CLFMI - Product Manual.
- B. Perform installation in accordance with ASTM F567.
- C. Perform Work in accordance with West Virginia Division of Highways Standard Specification, Roads and Bridges, 2000 Edition. Section 608 Right-Of -Way Fence.

#### 1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- B. Identify each package with manufacturer's name.
- C. Store fence fabric and accessories in secure and dry place.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers:
  - 1. Anchor Fence Inc.
  - 2. Cyclone Inc. Model.
  - 3. Page Aluminized Steel Corp.



## 2.2 MATERIALS AND COMPONENTS

- A. Materials and Components: Conform to CLFMI Product Manual.
- B. Fabric Size: CLFMI Light Industrial Fence Quality.
- C. Intermediate Posts: Type I, round shape.
- D. Terminal, Corner, Rail, Posts and Brace: Type I round.
- E. Gates: Galvanized steel pipe framing with fabric same as used in the fence.
- F. Fabric Wire (Steel): 11 gage, ASTM A392 zinc coated wire fabric.
- G. Concrete: ASTM C94; Normal Sulfate Resisting Portland Cement, 3,000 psi strength at 28 days, 3 inch slump; 1 inch nominal sized coarse aggregate.

## 2.3 COMPONENTS

- A. Line Posts: 2.38 inch diameter.
- B. Corner and Terminal Posts: 3.0 inch.
- C. Top and Brace Rail: 1.66 inch diameter, plain end, sleeve coupled.
- D. Fabric: 2 inch diamond mesh interwoven wire, 11 gage thick, top salvage twisted tight, bottom selvage knuckle end closed.
- E. Tension Wire: 6 gage thick steel, single strand.
- F. Swing Gates: Comply with ASTM F 900.

## 2.4 ACCESSORIES

- A. Caps: Cast steel galvanized sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; galvanized steel.

## 2.5 FINISHES

- A. Components and Fabric: Coating of 1.8 oz/sq ft galvanizing.
- B. Hardware: Galvanized to ASTM A153, 1.8 oz/sq ft coating.
- C. Accessories: Same finish as fabric.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Install framework, fabric, accessories and in accordance with ASTM F567.
- B. Set intermediate, terminal, and posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
- C. Line Post Footing Depth Below Finish Grade: ASTM F567, 2.5 feet.
- D. Corner, and Terminal Post Footing Depth Below Finish Grade: ASTM F567 2.5 feet.
- E. End posts, and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from ends.
- F. Install top rail through line post tops and splice with 6 inch long rail sleeves.
- G. Place fabric on outside of posts and rails.
- H. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- I. Position bottom of fabric 2 inches above finished grade.
- J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- K. Attach fabric to end and corner posts with tension bars and tension bar clips.
- L. Install bottom tension wire strap stretched taut between terminal posts.
- M. Excavate holes for posts to diameter and spacing indicated on Drawings without disturbing underlying materials.
- N. Center and align posts. Place concrete around posts, and vibrate or tamp for consolidation. Verify vertical and top alignment of posts and make necessary corrections.
- O. Extend concrete footings 2 in above grade, and trowel, forming crown to shed water.
- P. Allow footings to cure minimum 7 days before installing fabric and other materials attached to posts.

### 3.2 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch.

B. Maximum Offset From Indicated Position: 1 inch.

**END OF SECTION**

**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

019

**1. "Relationship of the Federal Government - (MAR 1992) -** This contract is funded in part by the Federal Government. The Federal Government is not a party to this contract. As a condition to receiving and expending Federal funds, there are certain rights of Federal inspection, Federal approval of contract changes and modifications, and Federal approval of settlements or dispute actions that the federal Government will exercise prior to authorization of actions that the Federal Government will exercise prior to authorization of Federal funds. Therefore, no inspection or acceptance, change, modification, settlement, dispute claim payment, or dispute action will be considered binding until the required Federal approval is obtained. The Chief, National Guard Bureau, or his designated representative, is the approval authority. This paragraph does not abrogate any rights conferred on the Federal Government by law or other clause required due to the use of Federal funding."

**2. "Specifications and Drawings - (MAR 1992) -** The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the specifications shall govern. In any case of difference in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer who shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided."

**3. Changes And Extras (MAR 1992) -** The Contracting Officer may at any time, in writing, and without notice to the sureties, order extras or make changes in the drawings and/or specifications of this contract, providing such extras or changes are within the general scope thereof. If any such extra or change causes an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made, and the contract shall be modified in writing. Federal funding support for any change or extra is subject to prior approval by the Chief, National Guard Bureau, or his duly authorized representative. Any claim of the Contractor for adjustment under this Clause must be asserted in writing within 30 days after the date of receipt by the Contractor of the notification of extra or change: Provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause entitled **DISPUTES**. Nothing provided in this Clause, however, shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for any extra work or material will be allowed.

**4. Changes and Changed Conditions - (MAR 1992) -** The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of:

a. subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or

b. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase in the cost of (or the time required for), performance of this contract, an equitable adjustment shall be made, and the contract modified in writing. Federal funding support to any change or extra is subject to prior approval by the Chief, National Guard Bureau, or his duly authorized representative. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required: Provided, that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final

1020

**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause entitled **DISPUTES**.

**5. Termination For Convenience Of The Government (Fixed-Price) - (APR 1984)-**

a. The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

b. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that

(i) the Contractor is not required to extend credit to any purchaser, and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed the Contracting Officer.

c. After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality,

of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

d. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

e. Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by:

- (1) the amount of payments previously made, and,
- (2) the contract price of work not terminated.

The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

f. If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (e) above:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of -

- (i) The cost of this work;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and
- (iii) A sum, as profit on (i) above, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including -

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

GENERAL PROVISIONS  
*Projects Less Than \$50,000.00*

022

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred reasonably necessary for the preservation, protection, or disposition of the termination inventory.

g. Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

h. The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

i. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (d), (f), or (k), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f), or (k), the Government shall pay the Contractor:

(1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or

(2) the amount finally determined on an appeal.

j. In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

k. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 USC. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement

proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

m. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

**6. Suspension of Work.**

a. The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Government.

b. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that:

(1) performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or

(2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

c. No claim under this clause shall be allowed:

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

**7. Termination for Default - Damages or Delay-Time Extensions.**

a. If the Contractor refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the State may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the State for any excess cost occasioned the State thereby, and for liquidated damages for delay, as fixed in the specifications or accompanying papers, until such reasonable time as may be required for the final completion of the work; or, if liquidated damages are not so fixed, any actual damages occasioned by such delay. If the Contractor's right to proceed is so terminated,



**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

the State may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore

b. If the State does not terminate the right of the Contractor to proceed, as provided in subparagraph "a" hereof, the Contractor shall continue the work, in which event he and his sureties shall be liable to the State, in the amount set forth in the specifications or accompanying papers, for the fixed agreed liquidated damages for each calendar day of delay until the work is completed or accepted; or if liquidated damages are not so fixed, any actual damages occasioned by such delay.

c. The right of the Contractor to proceed shall not be terminated, as provided in subparagraph "a", hereof, nor the Contractor charged with liquidated or actual damages, as provided in subparagraph "b", because of any delays in the completion of the work due to causes beyond his control which could not reasonably have been anticipated and were without his fault or negligence, including, not restricted to, acts of God, acts of the public enemy, acts of the Federal Government or of the State (either in its sovereign or contractual capacity), acts of another Contractor in the performance of a contract with the State, guarantee restrictions, strikes, freight embargoes, or unusually severe weather; or, delays of Subcontractors or suppliers due to such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such Subcontractors or suppliers at any tier: provided, that the Contractor shall, within 10 days after the beginning of any delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the contract, notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing and work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal as provided in the **DISPUTES** clause hereof.

**8. Disputes.** - Except as otherwise specifically provided in this contract, and except as otherwise specifically provided by the State procedure for arbitration or other State procedure established by State law, any disputes concerning a question of facts arising under this contract which is not disposed of by mutual agreement shall be decided by the Court of Claims of West Virginia. Any sum or sums allowed to the Contractor under the provisions of this Article or under the State Arbitration proceedings or under State procedure shall be paid subject to approval by the Chief, National Guard Bureau, for the Government's share of the cost of the Articles or work herein disputes as deemed to be within the contemplation of this contract.

**9. Liquidated Damages** - In case of failure on the part of the Contractor to complete the work within the time fixed on the contract or any extensions thereof, the Contractor shall pay to the State as liquidated damages, pursuant to the clause of this contract entitled "**Termination for Default - Damages or Delay - Time Extensions.**" the sum of :

\$   \$100.00   for each day of delay, plus a one time fixed cost of

\$   200.00   for Staff Judge Advocate Review and contract modification.

**10. Contract Work Hours and Safety Standards Act - Overtime Compensation (MAR 1986) -**

a. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

c. Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

d. Payrolls and basic records.

(1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.

e. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the Subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

**11. Apprentices and Trainees (FEB 1988) -**

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the US. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an

apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to any individually registered in a program which has received prior approval, evidenced by formal certification by the US Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**12. Payrolls and Basic Records (FEB 1988) -**

a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contribution, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made, and actual wages paid. The Contractor shall maintain records which show that the commitment to provide such benefits is

**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, US. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

b. The Contractor or Subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or Subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit required records or to make them available, the Contracting-Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**13. Withholding of Funds (FEB 1988)** - The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to prevailing wage requirements, which is held

028

**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**14. Subcontracts (Labor Standards) (FEB 1988) -**

a. The Contractor or Subcontractor shall insert in any subcontracts the clauses entitled Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination - Debarment, Disputes Concerning Labor Standards, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses cited in this paragraph.

(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each Subcontractor, including the Subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

**15. Disputes Concerning Labor Standards (FEB 1988)** - The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the US. Department of Labor, or the employees or their representatives.

**16. Copeland ("Anti-Kickback") Act - Nonrebate Of Wages.** - The Regulations of the Secretary of Labor applicable to Contractors and Subcontractors (29 CFR Part 3), made pursuant to the Copeland Act, as amended (40 USC. 276c) and to aid in the enforcement of the Anti-Kickback Act (18 USC 874) are made a part of this contract by reference. The Contractor will comply with these regulations and any amendments or modifications thereof and the prime Contractor will be responsible for the submission of affidavits required of Subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions.

**17. Contract Termination - Debarment (FEB 1988)** - A breach of the contract clauses entitled Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontractors (Labor Standards), or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR 5.12.

**18. Equal Opportunity (APR 1984) -**

a. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below.

**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

b. During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to:

- (i) employment,
- (ii) upgrading,
- (iii) demotion,
- (iv) transfer,
- (v) recruitment or recruitment advertising,
- (vi) layoff or termination,
- (vii) rates of pay or other forms of compensation, and
- (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EE)-1, or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

**GENERAL PROVISIONS***Projects Less Than \$50,000.00*

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or it threatened with, litigation with a Subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**19. Certification of Non-Segregated Facilities (APR 1984) -**

a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The offeror further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed Subcontractors before the award of subcontracts under which the Subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed Subcontractors (except if the proposed Subcontractors have submitted identical Certifications for specific time periods):

031

**GENERAL PROVISIONS**  
*Projects Less Than \$50,000.00*

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.**

**A Certification of Non-Segregated Facilities must be submitted before the award of a subcontract under which the Subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).**

**NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.**

**20. Affirmative Action for Handicapped Workers (May 76)**

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Federal Contract Compliance Program may direct to enforce such provisions, including action for noncompliance

**21. State Energy Conservation Plan** - This contract shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).



# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_