



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

# Request for Quotation

RFO NUMBER  
**HHR70056**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUILDING MANAGEMENT  
 ROOM B29  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3700 304-558-0234

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/13/2006				

BID OPENING DATE: **01/09/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-65		
CONTRACT FOR INTERIOR RENOVATIONS TO CONFERENCE ROOM  LIFE OF CONTRACT: 2/16/2007 - 3/2/2007 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES TO RENOVATE A LARGE CONFERENCE ROOM AND A CUSTOMER SERVICE AREA IN THE OFFICE BUILDING COMMONLY KNOWN AS THE DHHR DIAMOND BUILDING AT 350 CAPITOL STREET, CHARLESTON, WV. RENOVATIONS WILL INVOLVE FLOOR COVERING, PAINTING, INSTALLATION OF CHAIR RAIL AND THE REPLACEMENT OF A FOLDING PARTITION.  SEE ATTACHED SPECIFICATIONS  *****NOTICE*****NOTICE*****  A MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR 12/19/2006, AT 3:00 P.M. IN CONFERENCE ROOM B-10 AT 350 CAPITOL STREET, CHARLESTON, WV. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION.  *****  BID BOND REQUIRED WITH BID  *****  CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE						

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 \$125.00 registration fee.
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.

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**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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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.

**SIGNED BID TO:**

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



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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER  
 304-558-0067**

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VENDOR

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 BUILDING MANAGEMENT  
 ROOM B29  
 350 CAPITOL STREET  
 CHARLESTON, WV  
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DATE PRINTED <b>12/13/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: 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>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS WEDNESDAY, DECEMBER 20, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            EMAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

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<p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BETWEEN 2/16/2007 THROUGH 3/2/2007 BY 4:00 PM. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

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<p>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>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<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 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</p>						

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				MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NOS. :		
				NO. 1      .....		
				NO. 2      .....		
				NO. 3      .....		
				NO. 4      .....		
				NO. 5      .....		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.		
				.....SIGNATURE		
				.....COMPANY		
				.....DATE		
				REV. 11/96		
				CONTRACTORS LICENSE		
				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 BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV		

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<p>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> <p style="text-align: center;">APPLICABLE LAW</p> <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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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<p>BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>A CONVENIENCE COPY WOULD BE APPRECIATED</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 22</p> <p>REQ. NO.: HHR70056</p> <p>BID OPENING DATE: 01/09/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ    HHR70056 ***** TOTAL:						_____

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**Scope of work:**

This project is to perform renovations to Waiting Room 151, and Conference Rooms B-10 & 11, located at the WV Department of Health and Human Resources Office Building located at 350 Capitol Street, Charleston, West Virginia 25301.

The successful contractor shall provide all labor, equipment, materials and supplies necessary to perform the renovation of the waiting room and conference room in accordance with the following specifications. The contractor shall be responsible for the removal of all dust and debris associated with this project from the finished worksite.

**Project Specifications for the Renovations:** (Although brand name specifications are used to identify products with features and/or colors acceptable to the Agency when describing the renovation work, all equal products will be accepted.)

**Accordion Partition Door:** – Conference Room**Vendor must do the following:**

1. Remove existing accordion partition door and remove from the worksite.
2. Remove and dispose of existing overhead track and install new track and accordion partition door.
3. Install new accordion partition door as per manufacturer's suggestion. Door should be manufactured by Curtition Partitions, Cameleon Series Sound Divider Accordion Doors, Model: VL-8, "or equal", Koroseal Wall Covering – Harborweave II – Color – Feather Dawn 2121-04 "or equal". Door shall provide a Laboratory Sound Transmission Classification (STC) rating of 40. Acoustical rating shall be verified through testing by qualified independent acoustical testing laboratory in accordance with ASTM E90 & ASTM E413 test procedures. Door shall have a manufacturer's warranty against defects in materials and workmanship for a period of 5 years from date of installation. Surface burning rating shall be class A in accordance with ASTM E84. Preparation of the opening shall conform to the criteria set forth per ASTM E557.
4. Repair ceilings if damaged from removal and/or installing accordion partition door. Owner shall furnish ceiling tile to match existing ceiling.

**Cabinets:** – Conference Room

1. Vendor shall remove existing base cabinets, overhead cabinets and sink. Salvage the sink to be reinstalled by owner. Plumbing and electrical rough-ins are to remain, in a safe and secure manner, for reuse by owner at later date.

**Flooring:** - Conference Room (2,200 sq.ft.+/-) approximately  
Waiting Room (144 sq.ft.+/-) approximately

**Vendor must do the following:**

1. Vendor shall remove and dispose of all existing floor finish materials and mastic as required for the new installation in the conference room and waiting room. The WV DHHR Office Building, 350 Capitol Street, Charleston, WV has been cleared of all asbestos during the original renovations 6 years ago.

2. Remove all existing vinyl cove base and trim. Repair any damages as necessary before new installations.
3. Install new flooring in accordance to manufactures specifications and in compliance with the WV Fire Marshall's Office standards. Floor covering should be manufactured by Bolon "or equal". Bolon Tiles woven vinyl sisal floor have a multi-layer construction and non-directional design as follows:
  - a. Thickness: 3.4 mm
  - b. Size: 19.7" x 19.7"
  - c. Colors:
    - i. Waiting Room: Sisal NaturIndigo #55054141 "or equal"
    - ii. Conference Room: Sisal Plain Sand #55054064 & Sisal Plain Mole #55054065 "or equal"

#### Product Testing

1. ASTM E648 Radiant Panel / Flame Spread – Pass; (.83 watts/cm<sup>2</sup>) meets requirements for Class 1
  2. ASTM C662 Flaming Exposure - Pass
  3. ASTM C1028 Slip Coefficient of Friction –Dry=0.7, Wet =0.7
  4. Lead & DEPH free, Class A fire rating, recyclable vinyl, delta-E value of 0.6
4. Install new flooring tiles in alternate colors and in a non-directional pattern (checker board) in conference room.
  5. Install all new wall vinyl cove bases (Manufactured by Johnsonite, Traditional wall base 4" x 4' x 1/8" standard toe, "or equal" Color: CRW Mission "or equal") in accordance to the manufacture's directions.

#### **Walls:** – Conference Room

#### **Vendor must do the following:**

1. Patch and repair any and all drywall areas throughout before painting.
2. Paint all walls and doorframes with paint colors per the owner's selection.
3. The Chair Rail is to be installed 28" above finished floor to the bottom of the chair rail to prevent damage from the movement of tables against the wall surface. (Manufactured by Johnsonite, Millwork Contoured wall base 4" Silhouette, "or equal", Color: CRW Mission "or equal".)
4. Install Chair Rail in accordance to the manufacture's descriptive literature.
5. Removal of all existing corner guards and repair any damages before new installations.
6. Install vinyl transitions strips at all door openings per owner's color selection.

**White Boards:** – Conference Room**Vendor must do the following:**

1. Remove all white boards and save to be reinstalled.
2. Reinstall white boards as shown per attached drawing.

**Dates and Provisions:** – Conference Room & Waiting Room

- Work shall start on or after February 16, 2007 and be completed no later than 4:00 pm March 2, 2007.
- Provisions shall be made to control any odors from adhesives and paints. This work may have to be scheduled after normal working hours.
- Work in the Waiting Room will be required to be performed after normal working hours of 8:00 AM to 5:00 PM.

**Special Terms and Conditions:**

**Term of Contract:** This contract will be effective February 16, 2006 and shall be completed by 4:00 PM on March 2, 2007.

**Wage Rates:** The successful vendor shall pay the higher of the US Department of Labor minimum wage rates as established for Kanawha County pursuant to state West Virginia Code 21-5-1, et, seq.

**Compliance with Law and Regulations**

The vendor shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. The vendor must be governed by the laws of the State of West Virginia. The vendor shall comply with all related federal and state laws and regulations. The vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules, and policies related to the Department of Health and Human Resources.

**Insurance Requirements:** Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

1. For bodily injury (including death): minimum of \$500,000 per person & \$1,000,000 per occurrence.
2. For property damage and liability: minimum of \$250,000 per occurrence.

**Prohibition Against Gratuities:** Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent Vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent Vendor 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 contract. Neither the Vendor, including any employees of the Vendor, nor subcontractor for the Vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and Vendors 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

**Indemnification:** 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 sub vendor, 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 sub vendors 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; (3) Any failure of the Vendor, its officers, employees or sub vendors to observe State and Federal laws, including but not limited to labor and wage laws.

**Compliance with Laws and Regulations:** Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**Subcontracts/Joint Ventures:** Vendor is solely responsible for all work performed under the contract and shall assume prime Vendor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all sub vendors.

**Mandatory Prebid Conference:**

A mandatory prebid conference is scheduled on\_12/19/2006 at 3:00 P.M.

Location: Conference Room B10 &B11  
350 Capitol Street  
Charleston, West Virginia

**All interested Vendors are required to attend the mandatory prebid conference. Failure to attend the mandatory prebid conference shall automatically result in disqualification. One person cannot represent more than one vendor.**

# 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 exceed 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:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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: \_\_\_\_\_