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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 LBS70430

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

ROBERTA WAGNER 304-558-0067

P T **HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES**

167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 304-558-3530 25303

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 04/09/2007 BID OPENING DATE: BID OPENING TIME 01:30PM 05/15/2007 CAT. UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER BID BOND REQUIRED WITH BID SUBMISSION. MANDATORY PRE-BID ON APRIL 23, 2007 @ 10:00 AM IN THE BUSINESS OFFICE OF: OFFICE OF LABORATORY SERVICES 167 11TH AVENUE SOUTH CHARLESTON, WV 25303 0001 EΑ 910-66 INSTALLATION OF NEW ROOF VENDOR TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO REPLACE THE EXISTING BALLASTED ROOFING SYSTEM (APPROXIMATELY 32,600 SQ FT) WITH A FULLY ADHERED MEMBRANE ROOFING SYSTEM AT THE OFFICE OF LABORATORY SERVICES LOCATED AT 167 11TH AVENUE, SOUTH CHARLESTON, WV 25303. SPECIFICATIONS ARE ATTACHED. MANDATORY VENDOR PREBID MEETING SHALL BE HELD AT 10:00AM ON APRIL 23, 2007 IN THE BUSINESS OFFICE OF THE FACILITY. ALL BIDDERS MUST BE PRESENT AT THIS MEETING SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN

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 Viginia 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.
- Complete all sections of the quotation form.
- 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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ROBERTA WAGNER

304-558-0067

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HEALTH AND HUMAN RESOURCES **BPH - LABORATORY SERVICES**

167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 25303 304-558-3530

DATE PRINTED TERMS OF SALE FREIGHT TERMS SHIP VIA F.O.B. 04/09/2007 BID OPENING DATE: 05/15/2007 BID OPENING TIME 01:30PM CAT. NO. AMOUNT LINE QUANTITY LIOP ITEM NUMBER UNIT PRICE IN ORDER TO BE CONSIDERED FOR AWARD. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH 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. INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF APRIL 25, 2007. QUESTIONS MAY BUSINESS ON BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: RWAGNER WVADMIN.GOV EXHIBIT 5 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 25303 304-558-3530

SHIP VIA FREIGHT TERMS DATE PRINTED TERMS OF SALE F.O.B. 04/09/2007 **BID OPENING DATE:** BID OPENING TIME 01:30PM 05/15/2007 CAT. ITEM NUMBER AMOUNT QUANTITY UNIT PRICE LINE LIOP NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE APPROVAL IS RECEIVED. OF THE SHOP DRAWINGS WILL BE CONSIDERED NOTICE TO PROCEED. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: 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. 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) 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. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: SUCCESSFUL VENDOR SHALL FURNISH PROOF (XX) INSURANCE: OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE

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HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 25303 304-558-3530

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/09/2007 BID OPENING DATE: 05/15/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP **AMOUNT** ITEM NUMBER UNIT PRICE COVERAGE REQUIRED IS \$250,000.) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100lpha of the amount of the contract. (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 & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. **PERSONAL** OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. (XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS **PROJECTS** IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRINTED TERMS OF SALE FREIGHT TERMS SHIP VIA F.O.B. 04/09/2007 BID OPENING DATE: 05/15/2007 BID OPENING TIME 01:30PM CAT. AMOUNT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE 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. 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 PRICE THAN THE FOREIGN MADE PRODUCTS. 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. MUST INDICATE IN THEIR BID IF THEY ARE ALL VENDORS SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. REV. 3/88 EXHIBIT 9 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/09/2007 **BID OPENING DATE:** 01:30PM BID OPENING TIME 05/15/2007 **AMOUNT** LINE QUANTITY UOP ITEM NUMBER UNIT PRICE NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: 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. 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. ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS ORIGINAL BIDDING DOCUMENT THAT APPLY TO THE TO AN ADDENDUM DOCUMENT. SHALL ALSO APPLY THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE SIGNATURE



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HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

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DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS F.O.B. 04/09/2007 BID OPENING DATE: 05/15/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO 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 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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REQUEST FOR QUOTATION

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I. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to replace the existing ballasted roofing system (approximately 32,600 sq. ft.) with a fully adhered membrane roofing system at the State Laboratory located at 167 11th Avenue South Charleston, WV 25307
- All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein this document are mandatory requirements.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for April 23, 2007 at 10:00 AM in the Business Office at the State Lab. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the slated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation, the effectiveness of the system or the product manufacturer's warranty is not compromised.
- 3.2 Contractor shall not remove any more of the existing roofing than can be recovered by the new roof product by the end of each day's work. Any water damage occurring to the structure during the work shall be repaired at the

contractor's expense.



- 3.3 Contractor shall remove and legally dispose of all ballasts.
- 3.4 Contractor shall completely remove and legally dispose of existing rubber membrane and underlying insulation and associated materials down to concrete decking.
- 3.5 Contractor shall install 2 inch minimum ISO insulation on concrete decking tapered as necessary for drainage.
- 3.6 Contractor shall furnish and install .060 inch thickness (minimum) Firestone (or equal) membrane roofing system complete with all flashing and accessories.
- 3.7 Contractor shall furnish and replace all coping with matching prefinished .040 inch thickness minimum aluminum.
- 3.8 Contractor shall furnish and install walk pads around all serviceable roof top equipment.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

5.1 Contractor shall provide shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the

existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the Project Manager for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Project Manager shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The single membrane roofing system and insulation shall have a fifteen (15) year non-prorated manufacturer's warranty on materials and labor certified by the manufacturer. Warranty shall cover all labor and materials to correct leaks and defects encountered during the warranty period and shall take effect on the date of final completion.
- 8.3 Bid and Performance Bonds: Vendor is required to submit a Bid Bond in the amount of 5% of the amount bid. The Bid Bond must be submitted with the vendor's bid. The State will accept in lieu of a formal bid bond a certified check, cashiers check, or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to provide a bid bond will result in disqualification of the bid.

The successful vendor will be required to furnish a Performance and Labor & Material Bond in the amount of 100% of the vendor bid submitted. A performance bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division. A certified check or cashiers check made payable to the State of West Virginia may be accepted in lieu of the policy or certificate issued by the surety company. A Performance Bond is not required until requested by the Purchasing Division.

If the vendor defaults in the performance of a purchase order, the Performance Bond is forfeited to the State.

9. PERMITS:

The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **KANAWHA COUNTY** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website: http://www.wvsos.com/adlaw/wagerates/building06.htm

12. PAYMENT SCHEDULE:

- 12.1 The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments will be made on the basis of 50% and 100% of work completed. Vendor and the Owner's representative are to agree upon the percentage of completion. (Note: Delivery of materials to the job site but not installed do not constitute a percentage of completion of work.) There shall be a 10% retainage of the payment until the 100% acceptance of the installation.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

All work shall be complete within 90 calendar days from the approval of the shop drawings. The State Agency will issue a notice-to-proceed letter to document approval of the vendor's shop drawings and the beginning of the term of work.

14. DELAYS AND EXTENSION OF TIME:

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

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

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidder shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidder shall provide a copy of a valid WV Contractor's License as issued by the WV Department of Labor.
- 18.3 Bidder shall provide a bid bond in the amount specified with the bid.
- 18.4 Bidder shall provide a copy of the roofing material manufacturer's certification that the roofing material and installation will comply with and will receive a certificate for 15 year non-prorated life of the roofing system. (See Section 8-Warrantee)

Kalkreuth Roofing and Sheet Metal *709053248 200 7th Street Glen Dale, WV 26038 304.843.5300

Tri-State Roofing & Sheet Metal Company *709045810 P.O. Box 1321 Charleston, WV 25325 304.755.8135

Mansuetto Roofing N. 2nd & Wood Street Martins Ferry, OH 43935 740.633.7320

Jeff Ray Roofing & Sheet Metal *B14084642 P O Box 58094 Charleston, WV 25358

Harris Brothers Roofing *709035846 1518 Hansford St Charleston, WV 25311

Boggs Roofing *709060825 320 15th Street, West Huntington, WV 25704

AFFIDAVIT

017

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 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:
Authorized Signature:	_ Date.

	BID BOND	018
KNOW ALL MEN BY THESE PRES	ENTS, That we, the undersigned,	
of	.,, as Pri	ncipal, and
		and existing under the laws of the State of
with its principal office in the	ne City of, as Su	rety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sun	n of (\$) for the payment of which,
well and truly to be made, we jointly and seve	erally bind ourselves, our heirs, administrator	rs, executors, successors and assigns.
The Condition of the above obligation Department of Administration a certain bid or	on is such that whereas the Principal has sub proposal, attached hereto and made a part	
		•
NOW THEREFORE,		
nereto and shall furnish any other bonds and agreement created by the acceptance of said	insurance required by the bid or proposal, a bid, then this obligation shall be null and vo and agreed that the liability of the Surety for a	accordance with the bid or proposal attached and shall in all other respects perform the bid, otherwise this obligation shall remain in full any and all claims hereunder shall, in no event,
The Surety, for the value received, has impaired or affected by any extension of waive notice of any such extension.	nereby stipulates and agrees that the obligat the time within which the Obligee may acce	tions of said Surety and its bond shall be in no ept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal	and Surety have hereunto set their hands a	nd seals, and such of them as are corporations
nave caused their corporate seals to be affixe	ed hereunto and these presents to be signed	d by their proper officers, this
day of	_, 20	
Principal Corporate Seal		(Name of Principal)
	_	(Colling Collinsiper)
	Ву	(Must be President or
		Vice President)
	-	(Title)
Surety Corporate Seal		(Name of Surety)
		Attorney-in-Fact

Agency_____REQ.P.O#_____

IMPORTANT -Corporate seals must be affixed and a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

			AGENCY (A)
			AGENCY (A) RFQ/RFP# (B)
		Bid Bond	
(A)	WV State Agency	KNOW ALL MEN BY THESE PRI (C) of (D) as Principal, and (F) (H) , a corporation org	ESENTS, That we, the undersigned,
	(Stated on Page 1 "Spending Unit")	(C) of (D)	of (C)
	Request for Quotation Number (upper	as Principal, and (F)	renized and existing under the laws
	right corner of page #1)	of the State of (I) with its p	principal office in the City of
(C)	Your Company Name	of the State of will its	ld and firmly bound unto The State
(D)	City, Location of your Company	of West Virginia, as Obligee, in the penal sur	n of (K)
(E)	State, Location of your Company	(\$) for the payment	of which well and truly to be made.
(F)	Surety Corporate Name	we jointly and severally bind ourselves, our h	neirs administrators, executors,
(G)	City, Location of Surety	successors and assigns.	10110, 441111111111111111111111111111111
(H)	State, Location of Surety	The Condition of the above obligation	on is such that whereas the Principal
(I)	State of Surety Incorporation	has submitted to the Purchasing Section of the	ne Department of Administration
(J)	City of Surety Incorporation	a certain bid or proposal, attached hereto and	made a part hereof to enter into a
(K)	Minimum amount of acceptable bid	contract in writing for	
	bond is 5% of total bid. You may state "5% of bid" or a specific amount on	(M)	
	this line in words.		
(T.)	Amount of bond in figures		
(L)	Brief Description of scope of work	NOW THEREFORE.	
(M)	Day of the month	(a) If said bid shall be rejected, or	
(N)	Month	(b) If said bid shall be accepted and	d the Principal shall enter into a
(O) (P)	Year	contract in accordance with the bid or propos	sal attached hereto and shall furnish
(P) (Q)	Name of Corporation	any other bonds and insurance required by the	ne bid or proposal, and shall in all
(R)	Raised Corporate Seal of Principal	other respects perform the agreement created	d by the acceptance of said bid then
(S)	Signature of President or Vice	this obligation shall be null and void, otherw	ise this obligation shall remain in full
(5)	President	force and effect. It is expressly understood a	and agreed that the liability of the
(T)	Title of person signing	Surety for any and all claims hereunder shall	l, in no event, exceed the penal
(U)	Raised Corporate Seal of Surety	amount of this obligation as herein stated	
(V)	Corporate Name of Surety	The Surety for value received, here	eby stipulates and agrees that the
	1	obligations of said Surety and its bond shall	be in no way impaired or affected by
(W)	Signature of Attorney in Fact of the	any extension of time within which the Obli	gee may accept such bid: and said
` '	Surety	Surety does hereby waive notice of any such	1 extension.
NOTE:	Dated, Power of Attorney with Raised	IN WITNESS WHEREOF, Princip	al and Surety have hereunto set their
	Surety Seal must accompany this bid	hands and seals, and such of them as are cor	to be signed by their proper officers
	bond.	seals to be affixed hereto and these presents	to be signed by their proper officers,
		this(N) day of(O)	_, 20
		Principal Corporate Seal	(O)
	•	Principal Corporate Scal	(Name of Principal)
		(R)	By(S)
		(11)	(Must be President or
			Vice President)
			(T)
			Title
		(U)	
		Surety Corporate Seal	(V)
		•	(Name of Surety)
			ATT.
			(W) Attorney-in-Fact
			i i i i i i i i i i i i i i i i i i i

IMPORTANT – Corporate seals must be affixed and a power of attorney must be attached.