



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  
**DEFK8022**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**ARMY AVIATION SUPPORT**  
**FACILITY 1**  
**387 AVIATION DR**  
**WILLIAMSTOWN WV**  
**26187**                      **304-561-6333**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>07/24/2007</b>				

**BID OPENING DATE: 08/29/2007                      BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>REQUEST FOR QUOTATION</b>		
				<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA ARMY AVIATION SUPPORT FACILITY TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE THE ROOF SYSTEM.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. PURCHASING AFFIDAVIT</p> <p>MANDATORY ON-SITE PRE-BID: 8/15/2007; 10:00 AM            ARMY AVIATION SUPPORT FACILITY            387 AVIATION DRIVE            WILLIAMSTOWN, WV 26187</p> <p>AGENCY CONTACT: MICHAEL BECKNER            (304) 561-6333            OR            ON-SITE CONTACT: TOM WESTFALL            (304) 201-3431</p>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>770-93</b>		
				<b>ROOF REPLACEMENT</b>		
				<b>EXHIBIT 5</b>		
				<p>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</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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  
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<p><b>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 WOOD 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> <p><b>(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.</b></p> <p><b>( ) 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.</b></p>						

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<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>(XX) 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 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</p>						

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<p>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. 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>						

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<b>ADDENDUM NOS.:</b>						
	<b>NO. 1</b>	.....				
	<b>NO. 2</b>	.....				
	<b>NO. 3</b>	.....				
	<b>NO. 4</b>	.....				
	<b>NO. 5</b>	.....				
<b>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</b>						
.....					<b>SIGNATURE</b>	
.....					<b>COMPANY</b>	
.....					<b>DATE</b>	
<b>REV. 11/96</b>						
<b>CONTRACTORS LICENSE</b>						
<b>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 25305. TELEPHONE: (304) 558-7890.</b>						

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<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:                      JOHN ABBOTT-----</b></p> <p><b>REQ. NO.:                      DEFK8022-----</b></p> <p><b>BID OPENING DATE:              8/29/2007-----</b></p> <p><b>BID OPENING TIME:              1:30 PM-----</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b></p> <p>-----</p>						

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***** THIS IS THE END OF RFQ    DEFK8022 ***** TOTAL: _____						

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**PART I - GENERAL REQUIREMENTS**

**1.01 RELATED SECTIONS**

- Section 06100 Carpentry
- Section 07220 Roof Insulation
- Section 07600 Sheet Metal
- Section 07710 Roofing Accessories
- Section 07900 Caulking & Sealants

**1.02 SUBMITTALS**

- A.** Submit manufacturer's written approval or license of applicator for installation of the herein specified roofing system.
- B.** Submit manufacturer's sample warranty and Intent to warranty Certification.
- C.** Submit most recent copy of manufacturer's literature applicable to products and specifications to be used, including applicable flashing details.
- D.** Submit three sheet samples, approximately 8" X 10", of ply sheet and flashing sheet.
- E.** Submit, in duplicate, certification from the primary manufacturer, properly attested by a corporate officer, stating that all materials being supplied comply with the specifications and requirements of the contract documents, including conformation with all federal, state, and local building codes including United States Code Section 41:10, subsections a-d, popularly known as the "Buy American Act".

**1.03 QUALITY ASSURANCE**

- A.** All the materials specified herein are cited as a minimum standard of quality, and shall not preclude consideration of equal or superior materials.
- B.** All suggested "equivalent materials" or other substitutions are to be submitted to the Engineer or consideration a minimum of ten (10) days prior to bid date. Submittal shall include all evidence of compliance or superiority of material from the proposed substitute manufacturer.
- C.** If accepted by the Engineer an addendum will be issued to all bidders for their consideration of the proposed substitute manufacturer.
- D.** Determination of equivalency of all substitutions shall rest exclusively with the Engineer and such decision shall be final.

**1.04 DELIVERY, STORAGE AND HANDLING**

- A.** Deliver materials to jobsite on pallets. Package labels shall indicate material name, production date and/or product code.
- B.** Store materials in dry, protected areas in an upright position. Control temperature of storage areas in accordance with manufacturer's instructions. Protect materials from moisture.

**1.05 PROJECT CONDITIONS**

- A.** Follow local, state and federal regulations, safety standards and codes. When a conflict exists use the stricter requirements.
- B.** Do not apply roofing materials unless proper bitumen application temperatures (EVT or approximately 375°F-450°F) can be maintained, or when water in any form (i.e. rain, dew, ice, frost, snow, etc...) is present on the deck. Do not heat bitumen above flash point or 500°F.
- C.** Ensure roof deck is structurally sound to support the live and dead load requirements of roofing system and sufficiently rigid to support construction traffic.

**1.06 CODE COMPLIANCE**

It shall be the roofing contractor's responsibility to ensure that all work done under this project shall be in compliance with applicable Code Requirements including obtaining any required permits prior to the start of the job.

**1.07 WARRANTY**

Prior to project close out, the roofing contractor shall submit the manufacturer's preapproved 25 year labor and material warranty.

**PART II - PRODUCTS****2.01 ACCEPTABLE MANUFACTURERS**

Products manufactured in the USA by a nationally recognized company who has sold this system for a minimum period of ten years.

**2.02 ROOFING MATERIALS**

- A. Roofing Membrane System**
- Project Specification Standard:  
Barrett Co. ram•Tough No. KLB-100•4P•I•CS or approved equal.
- Materials required per 100 sq. ft. of roof area:  
Polyester Reinforcement 4 plies  
Elastomeric Bitumen 170 lbs. (approx.)  
Cap Sheet 400 lbs. 100 sq. ft.
- 1. Ply Sheet: Polyester reinforcement complying with the following minimum specifications:  
Material - Heat set, resin stabilized, flat calendared spunbond polyester.  
Color Grey  
Weight, oz/yd ASTM-D-1117 5.4 oz/yds\_  
Thickness ASTM-D-1777 17.4 mils  
Grab Tensile ASTM-D-1682 230 lbs/MD;  
190 lbs/CD  
Elongation, % ASTM-D-1682 63% MD;57% CD  
Tear Strength ASTM-D-2263 82.0 MD; 68.8CD  
Mullen Burst Test ASTM-D-774 200+ lbs  
Frazier Air Perm  
Ft/Ft ASTM-D-1117 245 per min.  
Strain Energy  
Product Instron 4201 70 lbs/in. min.  
@ 70°F 12 in./min.

Cold Weather

Flexibility GCB 37-GP-50 0°F PASS

**2.** Elastomeric Bitumen complying with the following minimum specifications:

Test Method Specifications

Softening Point ASTM-D-36 190°F min.

Flash Point 500°F min.

Viscosity Brookfield, ASTM-3236 75-250 cp

Model HAT #1 probe @ 50 RPM

Penetration (dmm) ASTM-D-5 30-70 dmm

Elongation @ 77°F min. ASTM-D-2523 1000% min.

Resilience, 77°F 35% min.

Flexibility 0°F

1/4" Mandrel bend Pass

Recommended Application

Temperature Max. 350°F-475°F

Application Temperature 475°F

Max. Kettle Temperature 500°F

Heat Resistance Penetration

77°F, 100 g., 5 Sec. 70 dmm max.

Ductility ASTM-D-113 35 cm min.

Flexibility Mfg 0°F

**3.** Cap Sheet and Flashing Sheet: SBS sheet reinforced with 180 gram polyester complying with the following minimum specifications:

Description Granule surface Cap Sheet

Thickness .150 inches (4mm)

Roll Size 3' X 37' (.91x11.3m)

Side Lap 3" (76.2mm)

End Lap 6" (152.4mm)

Coverage per Roll 100 Ft.

Weight per Roll 90 lbs (40.9 kg)

Breaking Strength MD 584 N

XD 430 N

Ultimate Elongation MD 18.1%

XD 17.9%

Water Resistance:

Dimensional Change MD 0.01%

XD 0.08%

Water Absorption 0.4gms

Low Temperature Flex. Pass @ -35°C

Water Vapor Transmission 0.13 g/m/24hr.

Dynamic Impact @ 23°C Pass

@ -10° C Pass

Lap Joint Strength:

5 days @ 23°C 451 N

5 days @ 50°C in (H O) 410 N

5 days freeze & thaw 396 N

Crack Bridging Capacity

after 10 cycles @ -30°C Pass @ -30°C

**B.** Related Materials

**1.** Primer: Asphaltic Primer/Surface Conditioner shall comply with ASTM D 41 requirements.

**2.** Nails: As specified by the fastener manufacturer for specific application.

3. Pipe and Stack Flashings: Neoprene closed boot, supplied by primary materials manufacturer, and installed in accordance with published flashing details.
4. Roof Insulation - See Section 07220.
5. Sheet Metal - See Section 07600.
6. Cant Strips - Impregnated fiber cant strip approved by manufacturer in compliance with ASTM C-208 with 4 inch face.
7. Flashing mastic shall be mastic-trowel grade SBS Modified cold process cement.

## **PART III - EXECUTION**

### **3.01 PREPARATION**

- A. Remove all trash, loose debris and ponding water from roof surface.
- B. Inspect roof deck surface, all perimeters and all roof projections. Notify Engineer, Owner and materials supplier of any unsatisfactory conditions prior to proceeding.

### **3.02 APPLICATION**

#### **A. Roofing Membrane**

1. After new insulation has been properly installed (Section 07220), starting at the low points of the roof set 4 plies of specified polyester reinforcement in solid moppings of elastomeric bitumen, overlapping starter plies in shingle fashion. Bitumen interply mopping shall be approximately 25-30 pounds per 100 square feet, per mopping and provide a continuous film of bitumen and shall have no voids or holidays. Broom in all polyester plies.

In no place shall felt touch felt nor shall there be any evidence of "fishmouths" or wrinkles. Complete installation of all plies each day and glaze coat finished plies each night.

#### **B. Rooftop Equipment & Pitch Pockets**

1. All Air Conditioners and mechanical roof top units shall be lifted to allow installation of new roofing and flashing under unit. New equipment dunnage, flashing and metal coping shall be installed as shown or required. Install neoprene wearpads between the unit supports and dunnage.

2. Install new pitch pockets as per manufacturer's requirements with integral rain hoods. Fill with elastomeric bitumen and crown for proper drainage with SBS mastic.

#### **C. Roofing Drains**

1. All drains, shall be flashed with sheet lead flashing weighing 4 lbs/sq. ft., set in SBS mastic over the new roofing and flash with two additional plies of Polyester and elastomeric bitumen.

#### **D. Base Flashings**

1. Bridge all junctions of vertical and horizontal surfaces with 45° cant strips. All roofing plies

shall extend a minimum of 2 inches above the top of cant.

2. The flashing system shall be a component of, or attached to, the roof deck or roof deck system. Apply flashing only after the built-up roofing has been installed. Flashing system shall be composed of four plies of polyester reinforcement overlapped 4, 6, 8 and 10 inches onto the horizontal roof surface.

Complete with one ply of SBS cap sheet flashing overlapped 12 inches onto the horizontal roof surface, with side laps offset 18 inches from polyester backer sheets. Minimum height for base flashing is 8 inches, and counter flashing must be provided.

3. Base flashings shall be mechanically fastened 8 inches, on center, with fasteners approved for the substrate receiver with one inch aluminum termination bar.

#### **E. Surfacing**

Install specified cap sheet in a flood coat of elastomeric bitumen at the rate of approximately 30 lbs/100 sq.ft. Insure that bitumen bleeds out at all side laps. Install loose granules over bleed out bitumen as required.

### **3.03 FIELD QUALITY CONTROL**

#### **A. Roof Cuts:**

Test cuts may be taken by a representative of the Engineer at his discretion. Test cuts should be 3 inches by 48 inches (1 square foot) and should run perpendicular to direction of the felts to provide a representative sample of the roofing work. Test cuts generally will not exceed 1 per 100 squares of roof area.

1. Follow field audit criteria outlined by NRCA.
2. Send roof cuts to Engineer and material supplier for laboratory examinations.
3. Repair sampled areas by filling in the cut-out area then use a "feathered in" patch consisting of same number of plies as in the roof specification following standard procedures.

**B.** Correct deficiencies in roof, if any, (determined by roof cut analysis) as prescribed by Engineer or material supplier.

### **3.04 CLEANING**

- A.** Remove equipment, trash, debris, and any excess material from the jobsite.
- B.** Repair any damage and remove any stains caused by work of this Section.

**PAYMENT:** 1. SHALL BE 50% UPON AGENCY VERIFICATION THAT ALL MATERIALS ARE ON SITE.

2. SHALL BE 40% OF THE CONTRACT SUM LESS PERVIOUS PAYMENT UPON AGENCY VERIFICATION THAT ALL WORK HAS BEEN COMPLETED.

3. SHALL BE 10% OF THE CONTRACT SUM LESS Pervious PAYMENTS UPON AGENCY RECEIPT OF MANUFACTURER WARRANTY AND RECEIPT OF PAID TAX CERTIFICATE FROM WEST VIRGINIA TAX COMMISSIONER. P15

4. INVOICES SUBMITTED FOR PAYMENT TO THE STATE OF WEST VIRGINIA FOR SERVICES SHALL SHOW THE KIND OF SERVICES, DATES WHEN PERFORMED AND NAMES OF PERSONS PERFORMING THE SERVICES; INVOICES FOR MATERIALS OR SUPPLIES SHALL SHOW IN DETAIL THE KIND OF MATERIAL OR SUPPLIES, THE QUANTITY, DATES OF DELIVERY. LABOR MUST SHOW NUMBER OF HOURS "X" THE AMOUNT PER HOUR. ORIGINAL

**Points of Contact:** The contract person at the Division of Engineering and Facilities shall be Charlie Mitchell, Michael J. Beckner, 1707 Coonskin Drive, Charleston, WV 25311 - Phone: (304)561-6333



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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