



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  
**DEFK8055**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 800 VIRGINIA AVE., W.  
 HUNTINGTON, WV  
 25704 341-6368

DATE PRINTED <b>08/20/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUEST FOR QUOTATION</b>						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA ARMY NATIONAL GUARD TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A PARKING LOT IN HUNTINGTON, WV.						
MANDATORY ON-SITE PRE-BID: 9/12/2007; 10:00 AM VA. AVE. & WEST 8TH STREET HUNTINGTON, WV 25701						
PLANS & SPECIFICATIONS MAY BE OBTAINED BY CONTACTING ARCHITECTURAL PLANNING & DESIGN, AT (304) 521-2929. CONTACT: MR. ROBERT J. SUMMERFELDT						
ATTACHMENT: PARTIAL SPECIFICATIONS						
0001	1	LS		968-62		
PARKING LOT CONSTRUCTION						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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  
Charleston, WV 25305-0130



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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 CABEL 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>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <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>( ) 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.</p>						

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<p>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 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>						

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				<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 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</p>		

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<p>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> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p>						

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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 25305. TELEPHONE: (304) 558-7890.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:						

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<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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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>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>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

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<p><b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></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:                                      <b>JOHN ABBOTT</b>-----</p> <p>REQ. NO.:                                      <b>DEFK8055</b>-----</p> <p>BID OPENING DATE:                      <b>9/27/2007</b>-----</p> <p>BID OPENING TIME:                      <b>1:30 PM</b>-----</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 DEFK8055 ***** TOTAL:						_____

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**Technical Specifications for  
National Guard POV Parking Facility**

**Virginia Avenue & West Eighth Street  
Huntington, WV**

**for**

**WEST VIRGINIA ARMY NATIONAL GUARD**

**August 2007**

**ARCHITECTURAL PLANNING & DESIGN**

**Robert J. Summerfeldt, A.I.A., Registered Architect  
1102 West Memorial Boulevard, Suite 107  
Huntington, West Virginia 25701  
(304) 521-2929**

NAITIONAL GUARD POV PARKING

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BIDDING REQUIREMENTS PROVIDED BY THE STATE OF WEST VIRGINIA

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01045 Cutting and Patching  
01340 Submittals and Substitutions  
01500 Temporary Facilities  
01640 Product Handling

DIVISION 2 - SITEWORK

02010 Subsurface Investigation  
02220 Excavation, Backfilling and Compacting  
02630 Storm Drainage  
02741 Hot-Mix Asphalt Paving  
02751 Cement Concrete Paving  
02920 Lawns, Grasses and Plantings

DIVISIONS 3 THRU 15 - NOT USED

DIVISION 16 - ELECTRICAL

16010 Electrical Work

## NATIONAL GUARD POV PARKING

## SECTION 01010

## SUMMARY &amp; SEQUENCE OF THE WORK

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

A. Work Included - The Work will be generally described as follows:

1. Remove existing construction as required including indicated fences, etc.
2. Strip topsoil and stockpile for redistribution and use in new planting areas.
3. Layout and construct new paving and walks.
4. Complete and clean construction per all requirements.

B. Coordination

1. Work of the Contractor will be coordinated and scheduled with the Owner. Provide the Owner with ten days notice of any activity which would significantly disrupt operations, and 24 hours notice of minor events such as brief utility outages affecting adjacent buildings.

2. Contractor shall coordinate his activities with the work and schedule of others.

3. Meetings for coordination and review of the work shall be held prior to the commencement of work and weekly or more frequently as needed during the execution of the work. These meetings shall include the Contractor, Architect, Owner's representative, subcontractors and/or suppliers as may be necessary or appropriate.

C. Sequence of the Work will be as determined and amended in consultation with the Owner, Architect and regulatory agencies at project meetings.

END OF SECTION

## NATIONAL GUARD POV PARKING

## SECTION 01045

## CUTTING &amp; PATCHING

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

- A. Work Included: General requirements pertaining to cutting, including fitting and patching of the work required to:
  - 1. Make the several parts fit properly.
  - 2. Uncover work to provide for installing, inspecting, or both of ill-timed work.
  - 3. Remove and replace work not conforming to the requirements of the Contract Documents.
  - 4. Remove and replace defective work.
- B. Related Work: Uncovering and/or removal of work for testing.

## 1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section.

## 1.3 SUBMITTALS

- A. Well in advance of the time required, submit to the Architect written requests for:
  - 1. Written permission to cut or alter structural components.
  - 2. Requests for Change Orders or Construction Change Directives covering changes in materials, methods and/or scheduling of cutting and patching. Include cost estimates with request where applicable.
- B. Notify Architect of:
  - 1. Unanticipated conditions.
  - 2. Three work days advance notice of work to be uncovered to provide for the Architect's observation.

## PART 2 \* PRODUCTS

## 2.4 MATERIALS AND METHODS

- A. For replacement of materials removed, comply with pertinent Sections of these Specifications, or match existing as applicable.

## PART 3 \* EXECUTION

## 3.3 VERIFICATION OF CONDITIONS

- A. Inspect existing conditions, including elements subject to movement or damage during cutting or patching.
- B. After uncovering the work, inspect conditions affecting installation of new work.
- C. If uncovered conditions are not as anticipated, notify Architect and secure needed directions.
- D. Do not proceed until unsatisfactory conditions are corrected.

## 3.4 PREPARATION

- A. Provide protection such as shoring, bracing and support to maintain structural integrity of the work.

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3.5 INSTALLATION

- A. Control and properly dispose of dust and debris from cutting operations and protect adjacent areas from damage.
- B. Properly install patching materials, fit, adjust and finish to comply with the specified tolerances and finishes.

END OF SECTION

NATIONAL GUARD POV PARKING  
SECTION 01340  
SUBMITTALS AND SUBSTITUTIONS

PART 1 \* GENERAL

1.1 DESCRIPTION

- A. Work Included
  1. Submittals required by the contract documents.
  2. Procedures for gaining approval of substitutions.
- B. Related Work: Additional requirements for submittals to the Architect or approving agencies may be contained in other Sections of this Specification.

1.2 QUALITY ASSURANCE

- A. Checking and coordination of submittals.
  1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted, including arithmetic.
  2. Verify that each item conforms in all respects to the specified requirements.
  3. By affixing the Contractor's stamp and/or signature, the Contractor certifies that this coordination has been performed.
  4. Items submitted without the Contractor's stamp and/or signature will be returned without action.

1.3 SUBMITTALS

- A. All items submitted to the Architect will be accompanied by a cover letter of transmittal bearing the following information:
  1. Name, address, etc. of Contractor, project name and date.
  2. Listing and description of the transmitted items and/or documents and the number of copies of each attached or enclosed.
  3. Applicable drawing, detail number or Specification Section reference.
  4. Purpose of the information (i.e. shop drawing submittal for approval, requested cost estimate, etc.) and any pertinent comments.
  5. Signature of the transmitting party.

PART 2 \* PRODUCTS

2.1 GENERAL

- A. Submittals required include but are not limited to:
  1. List of suppliers and sub-contractors.
  2. Insurance Certificates.
  3. Schedule of Values for payments.
  4. Progress payment requests on A.I.A. form G-702/G-703 in triplicate.
  5. Notification of the Architect by means of drawings, details and/or written communication of items in the project where actual installation varies from the contract drawings/specifications.
  6. Requested proposals for changes in the contract cost or time to be provided in a timely manner.
  7. Shop drawings/ product data submittals are required for all materials, systems and equipment installed in the project. Submit not less than four (4) copies well in advance of the time the item is needed on the project. The Architect will retain as many as three copies depending on the nature of the item.
    - a. Product data and shop drawings are to accurately and completely describe items to be included or installed in the construction. They shall completely describe the product or system and its relationship to its surroundings.
      - Product data may be manufacturer's literature or technical information describing the product and its characteristics, including color, pattern, texture, strength, history of use, applicability, fastening, composition and/or other pertinent information. Attach documents and literature with metal clamp.



## NATIONAL GUARD POV PARKING

- Shop drawings shall be drawn to scale, large enough to fully describe the entire assembly, delineate all pertinent details and shall show fit and clearances to adjacent construction, including work by others and shall define colors, textures and or patterns as applicable
  - b. The Architect shall review and return shop drawings to the Contractor with reasonable promptness, and shall indicate in what respects he and/or his consultants may take exception to the information submitted and/or what selections have been made. The Architect may, with notification of the Contractor, hold submittals so that they may be coordinated with others on the basis of fit, finish, color texture or other factors.
  - c. The Contractor shall correct the shop drawings and resubmit them as required until there are no exceptions taken.
8. Samples as specified in various Sections of this Specification.
- a. Unless precise colors and/or patterns are specifically called out in the Contract Documents, submit manufacturer's full range of accurate color and pattern charts and/or physical samples to the Architect for selection. Upon request, provide larger samples of selected items to verify exact selection.
- B. See the General Conditions, Supplementary Conditions and other Sections of this Specifications for additional requirements and procedures for Project closeout.
- C. Substitutions
1. The Contract price is based on the standards of quality and physical compatibility of the components described in the Contract Documents. Changes from that standard must, of necessity, be considered carefully.
    - Products specified only by means of a performance standard, standard specification reference (i.e. Federal or ASTM spec number) or other non-proprietary means do not require a substitution request. Furnish products by any manufacturer that meets the specified requirements. Such products are subject to approval during the shop drawing submittal process based on manufacturer's certification and/or testing.
    - For products specified by description of a particular product or system "or equal" or "or equivalent" with numerous additional manufacturers listed, the specified product is believed to provide the required functional and dimensional characteristics in that application. The listed manufacturers are believed to supply products which are the equivalent of the specified product. The Contractor may submit the specified product or the product of one of the listed manufacturers which he believes to be equivalent or equal. Names of additional acceptable manufacturers and/or products may be published in Addenda. *All such products are subject to approval during the normal shop drawing/product data approval process.* Submission of the specified product does not necessarily ensure automatic approval.
  2. A Request for Substitution shall be submitted in not less than three (3) copies and shall include all data required for a shop drawing/product data submittal. In addition, it shall include a detailed cost analysis of the originally specified item and the proposed item. In the event the substitution will require redesign of a portion of the project, the Contractor shall reimburse the Architect and/or his consultants for time and expenses involved in the redesign and coordination of that portion of the project. Such cost shall be accounted for in the substitution cost analysis.

END OF SECTION

## NATIONAL GUARD POV PARKING

SECTION 01500  
TEMPORARY FACILITIES

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

## A. Work Included:

1. Temporary utilities, such as water, electricity, heat, and telephone.
2. Field office for the contractor's operations as required.
3. Sanitary facilities.
4. Temporary enclosures and structures.
5. Material storage and trash removal
6. Project sign.

## B. Related Work

1. Permanent installation and connection of various services are specified elsewhere.

## 1.2 QUALITY ASSURANCE

- A. All work under this Section shall comply with all applicable local, State and federal laws, codes and regulations.

## 1.4 PRODUCT HANDLING

- A. Maintain temporary facilities in proper and safe condition throughout the progress of the work.

## PART 2 \* PRODUCTS

## 2.1 GENERAL

## A. Utilities

1. Water: The project owner will provide domestic cold water for construction purposes at a designated location insofar as possible. Temporary piping or hoses (if any) from this point shall be provided by the Contractor.
2. Electricity: The building owner will provide electricity for construction purposes at a designated location insofar as possible. Temporary wiring and/or extension cords (if any) from this point shall be provided by the Contractor
3. Heat: The contractor shall provide and pay for his own heating appliances and fuel as required for proper conduct of his operations.
4. Telephone: The contractor shall provide and pay for his own temporary field telephone service as required for the duration of the work.

## B. Not used.

## C. Field Office

1. If desired or required by the Contractor and at a location agreeable with the owner, the Contractor is to provide his own temporary field office facility and sheds, large enough to accommodate his office, supplies and storage.

## D. Temporary enclosures and structures.

1. Provide and maintain for the duration of the construction all scaffolds, tarpaulins, canopies, steps, platforms, bridges and other temporary construction necessary for proper completion of the Work in compliance with safety and other pertinent regulations.

## E. Temporary fencing and barricades: Not required except for safety or security purposes.

## F. Material storage and trash removal:

1. Contractor is to arrange with Owner for temporary on-site storage for project materials.
2. Contractor shall arrange and pay for his own disposal of trash, rubbish construction debris and unsuitable materials. Burning or burying anything on site is not permitted.

## G. Project Sign: Not Required

## PART 3 \* EXECUTION

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TEMPORARY FACILITIES - 01500-1

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3.10 MAINTENANCE

- A. Maintain temporary facilities as long as needed for safe and proper completion of the Work.

3.11 REMOVAL

- A. Remove temporary facilities as rapidly as processes of the Work will permit, or as directed by the Architect

END OF SECTION

## NATIONAL GUARD POV PARKING

## SECTION 01640

## PRODUCT HANDLING

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

## A. Work Included

1. General requirements for delivery, storage and handling preparatory to, during and after installation procedures.

## B. Related Work

1. Additional procedures may be prescribed in other Sections of these Specifications.

## 1.2 QUALITY ASSURANCE

- A. Except as otherwise noted or subsequently approved, all materials, products, and systems are to be handled, installed, operated, maintained, finished, adjusted and conveyed to the Owner in strict accordance with the respective manufacturer's printed instructions which are hereby made a part of these Specifications. All completed and functional installations shall be to the complete satisfaction of the Architect and Owner.

## B. Packaging

1. Deliver products to the site in manufacturer's original, unopened containers with labels intact and legible.
2. Except for investigation of suspected shipping damage, maintain packaging with seals unbroken until time of use.
3. Promptly remove damaged material and unsuitable items from the site and promptly replace with materials meeting the specified requirements at no additional cost to the Owner.
4. The Architect may reject materials and products not bearing satisfactory identification labeling as to manufacturer, grade, quality or other information.

## 1.4 PRODUCT HANDLING

- A. Store materials off the ground, under cover with adequate ventilation and within the correct temperature, humidity and/or moisture content ranges, or as specified by the manufacturer.
- B. Protect materials from damage and/or deleterious effects from any source.

## PART 2 \* PRODUCTS

Not Applicable

## PART 3 \* EXECUTION

## 3.8 PROTECTION

- A. Protect finished surfaces including jambs and heads of passageway openings, soffits, etc., through which equipment and materials are handled.
- B. Provide protection of finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- D. In the event of damage, promptly make repairs to the satisfaction of the Architect and at no additional cost to the Owner.

END OF SECTION

NATIONAL GUARD POV PARKING  
SECTION 02010  
SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes soils investigation at the site, and use of data resulting from that investigation.

1.2 SOILS INVESTIGATION REPORT

A. General:

- 1. A soils investigation report has not been prepared for the site of this Work.

B. Use of data:

- 1. Bidders should visit the site and acquaint themselves with existing conditions.
- 2. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such investigations may be performed only under time schedules and arrangements approved in advance by the Architect.

END OF SECTION

NATIONAL GUARD POV PARKING  
SECTION 02220  
EXCAVATING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. All work to be in accordance with WVDOT Specifications, Section 200 - Earthwork.

END OF SECTION 02220

NATIONAL GUARD POV PARKING

SECTION 02630  
STORM DRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

- A This Section includes storm drainage outside the building.
  - B All work to conform to WVDOT Specifications, Section 600 - Incidental Construction
- END OF SECTION 02630

NATIONAL GUARD POV PARKING

SECTION 02741

HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Hot-mix asphalt paving.
2. Pavement-marking paint.

B. All work to be in accordance with WVDOT Specifications, Section 0400 - Bituminous Pavements

END OF SECTION 02741



NATIONAL GUARD POV PARKING

SECTION 02751

CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Walkways.
  - 2. Service drive aprons.
- B. All work to be in accordance with WVDOT Specifications, Section 500 - Rigid Pavement:

END OF SECTION 02751

NATIONAL GUARD POV PARKING  
SECTION 02920  
LAWNS, GRASSES AND PLANTINGS

PART 1 - GENERAL

1 1 SUMMARY

- A. This Section includes the following:
  - 1. Preparation and planting of lawns, grasses and landscape plantings.
- B. All work to be in accordance with WVDOT Specifications, Sections 651 through 656:  
END OF SECTION 02920

NATIONAL GUARD POV PARKING

SECTION 16010  
ELECTRICAL WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Pole- and wall mounted site lighting fixtures and equipment.
- B. All work to be in accordance with WVDOT Specifications, Section 631.

END OF SECTION 16010

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