



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
DEFK8195

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
ROUTE 119, SOUTH

CLARKSBURG, WV
26301 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/06/2008				

BID OPENING DATE: **04/03/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		420-04		
<p>BLEACHER REPLACEMENT IN GYMNASIUM</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO REPLACE THE BLEACHER SYSTEM IN THE CLARKSBURG NATIONAL GUARD ARMORY, PER THE SPECIFICATIONS.</p> <p>PRE-BID: A MANDATORY PRE-BID WILL BE HELD ON 3/20/2008 10:00 AM AT THE NATIONAL GUARD ARMORY 5 ARMORY ROAD CLARKSBURG, WV 26301</p> <p>PROJECT: THE PURPOSE OF THE PROJECT IS TO REMOVE THE EXISTING WOODEN BLEACHERS AND INSTALL A KODIAK INDUSTRIES, LTD., OR EQUAL MADE SYSTEM IN ACCORDANCE TO THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 5</p> <p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **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>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM 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 WAG RATES AS ESTABLISHED FOR HARRISON 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</p>						

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<p>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 ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON 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 & 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 ALUMINU 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 & 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</p>						

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

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	NO. 2		
	NO. 3		
	NO. 4		
	NO. 5		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR</p>						

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<p>CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>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>						

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	REV. 1/2005					
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</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: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK8195-----</p> <p>BID OPENING DATE: 4/3/2008-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ DEFK8195 ***** TOTAL: _____						

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PART 1 GENERAL

1.01 SUMMARY

- A. Bleacher System shall be Kodiak Series 2400 Bleachers as manufactured by Kodiak Industries Ltd., Winnipeg, Manitoba, (or Approved equal) in accordance with applicable codes, the following specifications, and drawings.
- B. Related Sections
 - 1. Division 16 Electrical sections for electrical wiring and connections for electrically operated telescoping Gym Seats.

1.02 REFERENCES

- A. National Fire Protection Association (NFPA)
 - 1. NFPA 102 Standard for Assembly Seating, Tents and Membrane Structures.
- B. American Welding society (AWS):
 - 1. AWS D1.1 Structural Welding Code - Steel.
 - 2. AWS D1.3 Structural Welding Code - Sheet Steel.
- C. Americans with Disability Act (ADA)
 - 1. ADA - Standards for Accessible Design.

1.03 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install telescopic gym seat to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each gym seat unit.
 - 1. Design Loads: Comply with NFPA 102, 1992 Edition, Chapter 5 for design loads.
- B. Design Criteria:
 - 1. Bleachers shall be designed at minimum to withstand the following loads and forces in addition to their own weight:
 - a) Seat and footboards shall be designed to withstand a vertical live load of 120 lbs. per lineal foot (178 kg /m)
 - b) Platforms shall be designed to withstand a vertical live load of 100 lbs. per square foot (488 kg/ sq.m)
 - c) Each row shall withstand a horizontal side sway force of 24 lbs. per lineal foot (37.5 kg / meter)
 - d) End and back rails shall withstand an outward force of 50 lbs. per lineal foot at the top rail (74.4 kg / m)

1.04 SUBMITTALS

- A. Shop Drawings: Indicate Telescoping Gym Seat assembly layout. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
 - 1. Wiring Diagrams: Indicate electrical wiring and connections.

2. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors.
- B. Samples: Seat materials and color finish as selected by Agency from manufacturers standard color finishes.
- C. Warranty: Manufacturers standard warranty documents.

1.05 QUALITY ASSURANCE

- A. NFPA Standard: Comply with current NFPA 102 Standard for Assembly seating, Tents, and Membrane Structures, and specifically with Chapter 5 Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- B. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.
- C. Manufacturer Qualifications: Manufacturer who has MINIMUM twenty years of experience manufacturing telescoping gym seats.
- D. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescoping gym types similar to types required for this project and who is acceptable to, or certified by, telescoping gym seat manufacturer.

1.06 WARRANTY

- A. One (1) year Guarantee: The entire installation will be guaranteed against faulty materials and workmanship for a period of one (1) year. This guarantee excludes any parts determined to have been subject to accident, abuse, misuse or neglect.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: Kodiak Industries Ltd
1. Winnipeg, MB, Canada
 2. Telephone: (204) 224-3221; Fax: (204) 224-1577
 3. Website: <http://www.kodiakgym.com>

2.02 SUPPLY AND INSTALL

- A. Seating Area:

_____ Groups _____ Feet Long _____ Rows High (Contractor / vendor must field verify dimensions of replacement bleachers)

Existing Bleachers: 10 Sections - 16 feet long X 11 feet high
 1 Section - 14 feet long X 11 feet high
 Bleachers will be Wall Attached
 Bleachers will be a CSM Plastic or equally approved
 Bleachers will be Electrically Operated

- B. Dimensions:

1. Rise per row: (Select: 9-5/8"(245 mm) / 11-5/8"(295 mm) / custom available)
2. Row spacing: (Select: 22"(559 mm) / 24"(610 mm) / 26"(660 mm) / custom available)
3. Closed dimension - no more than 5 feet

C. Accessories (select from the following):

1. Aisles shall be footrest level min 12" wide, or as per code. Aisles at the footrest level shall have non-slip treads on the top front edge.
2. End rails, Kodiak self-storing "insta-rails" shall be provided at the open ends of the group. All end rails must be designed to integrate with the decking and understructure. Rails shall meet all national codes. All rails shall be made from 1"(25 mm) OD cold rolled 14 gauge round.
3. Non-removable folding aisle handrails shall be provided. Aisle railings shall be permanently attached to the mounting pocket and allow railings to pivot and fold sideways and down for storage. Aisle railing shall be an individual rail design, located on every other row starting at row two (2). Railings to be constructed of 1.5"(38 mm) round stainless steel tubing. Aisle rails that require removal are not acceptable.
4. Provided One (1) Scorer's Table
5. ADA truncations required as recommended by manufacturer and as per ADA
6. End Panels - to the 96"(2438 mm) level
7. Rear Filler Board (at seat height)

2.03 UNDERSTRUCTURE FABRICATION

- A. All bleacher wheels shall be a minimum 4"(102 mm) in diameter with 1 ¼"(32 mm) soft, non-marring face for floor protection.
- B. Each row shall be outfitted with a minimum of eight (8) of the above wheels.
- C. Bleacher uprights shall be made of square and rectangular tubing. All bleacher leg tubing to be minimum 1.5"(38 mm) x 3"(76 mm) rectangular hollow structural tube (MINIMUM 125 wall). Tubing will be manufactured to B.W.G. specifications using S.A. E. 1010 steel. Structural "C" formed steel is not acceptable.
- D. All wheel channels to be 11 gauge steel.
- E. All bleacher slide arms to be 10 gauge steel.
- F. All bracing to be angle iron. Flat bar or formed steel bracing is not acceptable.
- G. Travel distance of each row shall be determined by the steel horizontal members under each row (or deck) and also by the mechanical trip-locks at the bottom of each upright. All row-locks must be a minimum ¼"(6 mm) steel.
- H. Platform decks shall be manufactured using 5/8"(16 mm) grey Panelam decking.
- I. Deck shall be supported over full length by rear and front channel. In addition, front and back supports will be supplied as required. Rear and front channels shall be 14 gauge galvanized steel.
- J. All hardware shall be plated and stress rated.

2.04 BLEACHER FINISH

- A. All steel framing shall be finished Flat Black.
- B. Rear and front channels shall be 14 gauge galvanized.
- C. CSM seats to be HDPE (High-Density Polyethylene), 10"(254 mm) deep x 18"(457 mm) long or 12"(305 mm) deep x 18"(457 mm) long (specify color to be selected).
Each module shall interlock to the adjacent module both around the perimeter and along the internal ribs to eliminate pinching hazards and assure proper alignment. A minimum 1"(25 mm) full 360 degree interlock is required. Multi-part seats or seats with no interlock are not acceptable. A steel-to-steel attachment of

each module to a galvanized steel nose-beam shall be provided for maximum rigidity. All seat module brackets must be through-bolted into the deck structure. Must meet ASTM D2843, ASTM D635 and ASTM D1929.

2.05 ELECTRICAL OPERATION

A. "Smart-Drive" / "Posi-drive" Propulsion System:

1. The entire system shall open and close by the Kodiak "Smart-Drive" system. All Motors to be 1/2 HP instant reversing automatic reset 120 / 208 / 240 VAC. All tractor frames to be made from 7 gauge steel. All axle shafts to be 1" steel. All wheels to be vulcanized rubber. All drive chains and sprockets to be #50. All speed reducers to be Helical Drive. All wheels in the system must be mounted "free floating" to the first row of the bleacher with Heavy duty springs and grade 5 hardened steel through-bolts (for up to 15 rows). Systems 15 rows plus shall use Posi-Drive HD system with 2 only 1"(25 mm) steel motor mount rods with steel bar weight harnesses set over the tractors according to duty. Number of tractors and added weight to be determined by requirements based on number of rows and type of seating.
2. Manufacturer shall provide all wiring from power source within the bleacher systems including pendant control. Power requirement to be determined by seating manufacturer depending on the number of power units required. Power source to terminate in surface mounted junction box above the floor. Electrical contractor licenced by the state of West Virginia shall perform all connections to the seating equipment at the junction box.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify area to receive telescoping gym seats are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping gym seats in accordance with telescoping gym seats manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with telescoping gym seats manufacturer's recommendations for product installation requirements.
- B. General: Install telescoping gym seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping gym seats and for permanent attachment to adjoining construction.

3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, lubricate, test and adjust each telescoping gym seats assembly to operate in compliance with manufacturer's operations manual.
- B. Cleaning: Clean installed telescoping gym seats on both exposed and semi-exposed surfaces. Touch-up finishes to restore damage or soiled surfaces.

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 owed 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 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: _____