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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

DEFK8223

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CORRESPOND	

JOHN ABBOTT 304-558-2544

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DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY BLUEWELL RURAL STATION

BLUEFIELD, WV 24701

341-6368

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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.
- **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 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.
- 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



DATE PRINTED

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

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JOHN ABBOTT 304-558-2544

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TO DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY
BLUEWELL RURAL STATION

BLUEFIELD, WV
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BLUEFIELD NATIONAL GUARD ARMORY MAINTANCE SHOP REROOF

2915 Old Bramwell Road Bluefield, WEST VIRGINIA 24701

PART 1 GENERAL

1.01 DESCRIPTION

- A. The Bluefield National Guard Armory is located at 2915 Old Bramwell Rd., Bluefield, West Virginia. Mr. Charlie Mitchell, is the Owner's Representative and may be contacted regarding any questions or for a prebid job site inspection, phone 304-561-6337.
- B. The project consists of installing Carlisle's Sure-Seal Design "A" Fully Adhered Roofing System or APPROVED EQUAL as outlined below.
- C. Scope of Work: The roof retrofit will consist of two (2) areas of approximately 2,856 total square feet.
 - Lower and upper roofs. Existing is metal deck, 2" Iso and Fully Adhered EPDM. Tear off existing insulation and EPDM membrane. Inspect deck for damage, replace as necessary. Install new 2" Poly Iso Insulation and .060 Reinforced Std FR Fully Adhered EPDM Membrane Roof System.
 - 2 A mandatory on-site pre-bid will be held on 6 May 2008 at 10:00A_M_ Failure to attend pre-bid will result in bid disqualification
 - 3. The project will be completed within 60 days after notice to proceed.
 - 4. Contractor is responsible for dimensions. Drawings and submittals will be included with bid package.
 - 5. Payment Schedule:Payment #1 shall be 50% upon verification that all materials are on job site, payment #2 shall be 40% at completion of work and payment #3 shall be 10% upon receipt of manufacturers warranty.

NOTE: SEE SECTION 2.08, OTHER RELATED WORK FOR FURTHER DETAILS.

- 6. No Asbestos is known to exist in the existing roof assembly.
- 7. All roof areas to qualify for Fifteen (15) Year Total Systems Warrany

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a Sure-Seal 060 Reinforced Std. FR EPDM membrane Fully Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall

- make themselves aware of all job site conditions that will affect their work.
 - C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
 - Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer must submit for pre-qualification in writing fourteen (14) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable
 - E. NOTE: Check Section 208, Other related work for further details.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. Sample of the manufacturer's Membrane System Warranty.
 - Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
 - 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - Store materials, except membrane, between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using
 - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life
- C Insulation must be on pallets, off the ground and tightly covered with waterproof materials
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.

B Do not disrupt activities in occupied spaces

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - Access to the site.
 - Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.08 PRE-CONSTRUCTION CONFERENCE

A. Prior to bid submittal, the roofing contractor may schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting. Should access to the roof be necessary before or after the pre-bid meeting, the contractor must contact the owner's representative to coordinate an appropriate time. Roofing Contractor is

responsible for all field measurements and core cuts to verify existing conditions.

B. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

1.09 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water, power for construction purposes and lighting are available at the site and will be made available to the roofing contractor.
 - 2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
 - 3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.
- B. Temporary Sanitary Facilities

Sanitary facilities will be available at the job site. The roofing contractor shall be responsible for maintaining the restroom facilities in reasonable manner of cleanliness.

13 C. Building Site:

- The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract
- 2. The roofing contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.

- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications 14 and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.13 QUALITY ASSURANCE

- A. The EPDM membrane roofing system must achieve a UL Class A and International Building Code (IBC) ratings.
- B. The manufacturer must have a minimum of 20 years experience in the manufacturing of vulcanized thermal set sheeting.
- C Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least five (5) roofing applications or several similar systems of equal or greater size within the past three (3) years.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's or APPROVED EQUAL Design "A" Fully Adhered Roofing System specification, Part II - Application, for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.

- Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters
- G The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease
- H. New roofing shall be complete and weathertight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane

1.15 WARRANTY

- A. Provide manufacturer's Fifteen (15) Year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 MPH measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage. Warranty will also cover A Standard 16 hours accidental puncture coverage during the warranty term.
- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec Incorporated or accepted by Carlisle as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty.

2.02 MEMBRANE

Furnish Sure-Seal .060 Reinforced Std. FR EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections. Sure-Seal .060" thick reinforced membrane is available with pre-applied splice tape and is the required splice system for this project.

2.03 INSULATION/UNDERLAYMENT

- A The insulation shall be mechanically fastened or adhered to the substrate in accordance with the manufacturer's published specifications
- B. Insulation shall be Sure-Seal Poly Iso as supplied by Carlisle SynTec Incorporated or APPROVED EQUAL. Minimum R-value required is R=12.1 base on one (1) layer of 2" Carlisle Poly Iso Insulation.

2.04 ADHESIVES AND CLEANERS

All products shall be furnished by Carlisle or APPROVED EQUAL and specifically formulated for the intended purpose

- A. Bonding Adhesive: (Sure-Seal 90-8-30A)
- B. Splicing Cement: EP-95 Splicing Cement
- C. Splice Tape and Primer: Sure-Seal SecurTAPE and HP-250 Primer
- D. Cleaning Solvent: Splice Cleaner or Sure-Seal Weathered Membrane Cleaner.
- E. Internal seam sealant: Sure-Seal In-Seam Sealant™ (used with adhesive splices only)
- F. External seam sealant: Sure-Seal Lap Sealant
- G. Sealer: Sure-Seal Pourable Sealer
- H. Insulation adhesive: Sure-Seal FAST Adhesive

2.05 FASTENERS AND PLATES

To be used for mechanical attachment of insulation and to provide additional membrane securement:

- A. HP Fasteners: A threaded, black epoxy electro-deposition coated fastener used with steel and wood roof decks.
- B. Pre-Assembled ASAP Fasteners: A pre-assembled 3" diameter Plastic Plate and standard phillips head fastener used for insulation attachment into steel or wood decks. Installed using Olympic Fastening Tools.
- C. InsulFast Fasteners: A threaded #12 fastener with #3 phillips head used for insulation attachment into steel or wood decks.
- D. HP Term Bar Nail-Ins: A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- E Insulation Fastening Plates: A 3 inch diameter FM approved metal plate used for insulation attachment.
- F. Seam Fastening Plates: A 2 inch diameter FM approved metal plate used in conjunction with RUSS or with EPDM membrane for membrane securement.
- G. RUSS (Reinforced Universal Securement Strip): A 6 or 9 inch wide, 100 foot long strip of Sure-Seal reinforced EPDM membrane.

The 6 inch wide RUSS shall be utilized horizontally or vertically (in conjunction with Seam Fastening Plates) below the EPDM membrane for additional membrane securement.

The 9 inch wide RUSS shall be utilized in conjunction with metal edgings to allow the continuation of the EPDM deck membrane as flashing in accordance with Carlisle details.

2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A Sure-Seal Termination Bar: a 1 inch wide and .098 inch thick extruded aluminum bar pre-punched 6 inches on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.
- B. Install new wood nailers at ALL locations
- C. Edge Metal: Upper and Lower roof areas, fabricate and install new 24 Ga. Kynar Dr. Bronze Galvalume
 Drip Edge. Fabricate and install new 24 Ga. Dr. Bronze Kynar Fasica to cover brick work to match
 existing size. Metal for fabrication to be DMI or equal.

2.07 WALKWAYS

A No walkway pads are required for this project.

2.08 OTHER RELATED WORK

- A. Repair existing metal deck with Flat 22 Ga. Galv. sheet. See Paragraph F in this section.
- B. Remove existing Gutters and Downspouts. Reuse after replacing new Drip Edge and Fasica
- C. Counterflashing: Remove existing counteflashing and install new 1 piece counterflashing per Carlisle specifications for Fifteen (15) Year Total Systems Warranty.
- D Drainage: This facility has proper drainage.
- F. During tear-off of existing membrane and insulation, contractor to inspect metal decking to insure structural integrity. Contact owner's representative, Mr. Charlie Mitchell or his on-site representative, Mr. Eddie Greer before any deck replacement. Quote a Square Foot price for any necessary deck replacement necessary as Alt. # 1 on bid form.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 INSULATION PLACEMENT

A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.

B Secure insulation to the substrate with the required mechanical fasteners or FAST Adhesive in accordance with the manufacturer's specifications

3.03 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
 - 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

3.05 MEMBRANE SPLICING (Tape Splice) FACTORY APPLIED TAPE ONLY NOTE: 6" SPLICE TAPE IS REQUIRED FOR THIS PROJECT.

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B Fold the top sheet back and clean the dry splice area (minimum 2-1/2 inches wide) of both membrane sheets with Sure-Seal Primer as required by the membrane manufacturer.
- C. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant.
- G. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications

3.08 DAILY SEAL

A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

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B Use Sure-Seal Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements

3.09 CLEAN UP

- A Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site Upon completion, all debris must be disposed of in a legally acceptable manner
- Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SPECIFICATION

NOTICE

Preliminary specifications and documentation provided are preliminary and for bid purposes only. The successful bidder is responsible for all building permits, field conditions and compliance with building codes. Preliminary specifications and budgeting parameters are based upon final field inspections and test cuts where applicable and are subject to revisions based upon final field conditions and construction issues. The successful bidder is responsible to conduct their own field tests and construction inspections to assure proper installation and compliance with building codes. No structural analysis has been provided in these preliminary specifications.

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 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:

Purchasing Affidavit (Revised 06/15/07)