

RFQ COPY

TYPE NAME/ADDRESS HERE

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 GSD076429

304-558-2596

1

\*\*\*ADDRESS:CORRESPONDENCE TO ATTENTION OF \*\* KRISTA FERRELL

þ Ö

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 06/05/2007 <del>07/19/2007</del> BID 'OPENING TIME <del>d1:30PM</del> BID OPENING 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.
- The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

## **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### SIGNED BID TO:

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



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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 GSD076429

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1

1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

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DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
BUILDING 1
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305 304-558-3517

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305

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304-558-3517 F.O.B. DATE PRINTED TERMS OF SALE SHIP VIA FREIGHTTERMS 06/05/2007

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TERMS OF SALE

## Request for Quotation

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FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION

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BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517
1900 KANAWHA BOULEVARD, EAST
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25305 304-558-3517

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PAGE 9

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KRISTA FERRELL 304-558-2596

S H H − P T O

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST

1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305 304-558-3517

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 06/05/2007 BID OPENING DATE: 07/19/2007 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT SEALED BID BUYER: KRISTA FERRELL-FILE 21 REQ. NO.: GSD076429 BID OPENING DATE: 07/19/2007 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: THIS IS THE END OF RFQ GSD076429 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE

010

## **GENERAL SERVICES DIVISION**

# CAPITOL PLASTER REPAIRS & STAIRWELL RESTORATION Charleston, West Virginia

## **BID OR PROPOSAL**

_	NAME OF BIDDER	
-	ADRESS OF BIDDER	
-	PHONE NUMBER	
-	WV CONTRACTOR'S LICENSE NO.	
conditions affe conditions to b materials, equ	e undersigned, having examined the site and being familiar with the loceting the cost of the work and also being familiar with the general bidders, drawings, and specifications, hereby propose to furnish all uipment, and labor to complete all work in a workmanlike manner, as he Bidding Documents.	cal
BASE BID: A	All labor, materials and equipment as stipulated in the Bidding Docume	ents.
BASE BID AN repairs, paint Prices:	MOUNT for Six Stairwells and specified Corridor including plaster ting, and other specified work, but not including the following Un	it
	(\$	
(Total to be writ	itten in figures and words.)	

West Virgini	a State	Capitol
Capital F	Plaster	Repairs

ADDITIONAL PLASTER CEILING REPAIRS (Unit Price based on flat plaster surface, 1 removal or repair around damaged areas a – Cost per square foot (Add): \$	6 foot maximum ceiling height, six inch and painting damaged area after repair )
(Total to be written in figures and words.)	(\$)
ADDITIONAL WALL REPAIRS: (Unit Price based on flat plaster surface, 0 inch removal or repair around damaged at repair)	reas and painting damaged area after
– Cost per square foot (Add): \$	times <u>150</u> Square Feet equals:
	(\$)
(Total to be written in figures and words.)	
ADDITIONAL MOULDING REPAIRS: (Unit Price based on eight inch maximum maximum ceiling height, four inch remova and painting damaged area after repair)  – Cost per Lineal foot (Add): \$	ll or repair around damaged moulding
(Table by with a in figure and words)	(\$)
(Total to be written in figures and words.)	

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# TOTAL CONTRACT BID (Includes Total of the Base Bid and Additional Repair Quantities) – This total is the basis of the overall project bid.

	(\$	· `
(Total to be written in figures and words.)	(1	 .,

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within Two Hundred Seventy (270) consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

No work shall be performed prior to receipt of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

RESPECTFULLY S	UBMITTED:		
DATE:			
WV VENDOR NUMI	BER:		
BY:(Sig	nature in ink)	<del></del>	
TITLE:			
FIRM NAME:			
References:			
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## **REQUEST FOR QUOTATIONS**

## PLASTER REPAIRS AND STAIRWELL RESTORATION

## WEST VIRGINIA STATE CAPITOL

## BUILDING 1 - 1900 KANAWHA BLVD., EAST

Charleston, West Virginia

Location:

West Virginia State Capitol

Main Capitol Building 1900 Kanawha Blvd., East

Charleston, West Virginia 25305

For:

State of West Virginia General Services Division 1900 Kanawha Blvd; East

Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer

Purchasing Division P. O. Box 50130

Charleston, West Virginia 25305-0130

Fax: (304) 558-4115 Kferrell@wvadmin.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide Plaster Replacement and Historic Restoration Services.

## **Pre-Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for June 7, 2007 at 10:00 a.m. at the Main Capitol Building Room MB-69. (Basement of Building #1) A walking tour of the project areas will follow the meeting.

## Scope:

The work consists of replacing or repairing plaster walls and ceilings, painting, refinishing wood handrails, repainting balusters, restoring radiators and radiator grilles, cleaning marble wainscot and flooring and other work necessary for the restoration of six stairwells as identified on the attached drawing labeled "Stair location Plan". In addition to the stairwells a First Floor corridor area will have plaster repaired (See First Floor Southeast Stair Corridor plan). The successful contractor shall be required keep the work area clean on a daily basis and remove debris from the site at a minimum of twice weekly.

Interior work space is limited, however arrangements will be provided. Material delivery access to the building will be provided through the east dock. Delivery vehicles must be offloaded and removed from the building within 30 minutes. Parking is not available and must be provided by the contractor.

Work shall be conducted as a single project with work phased on a stairwell by stairwell basis. Work in each stairwell shall be substantially complete and inspected prior to beginning the next stairwells. Not more than two stairwells shall be closed simultaneously. Prior to starting the project, submit a schedule showing the restoration sequence, commencement and completion dates for each stairwell. Adjacent stairwells shall not be closed simultaneously. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consists of a fully completed restoration project. Furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

This Request for Quotations also incorporates the attached documents:

- 1. Stair Location Plan showing stairwell locations under this Contract
- 2. Typical Stairwell Plans (Main Unit and West Wing)
- 3. First Floor Southeast Stair Corridor Plan area of additional plaster restoration
- 4. Description of Work Included in this Contract
- 5. BID Form
- 6. Section 09210 Gypsum Plaster
- 7. Section 09780 Marble Maintenance, Restoration and Refinishing

## **Unit Prices**:

Definition: Unit price is stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit. Measurement shall be based on the methods specified herein.

Owner will mark the areas to be repaired and will determine quantities prior to initiation of work.

## Schedule of Unit Prices

Item 1 - ADDITIONAL PLASTER CEILING REPAIRS: Unit Price is based on flat plaster surfaces, a 16 foot maximum ceiling height, the measured area will include six inch removal or repair around the damaged areas and painting damaged area after repair.

Item 2- ADDITIONAL WALL REPAIRS: Unit Price is based on flat plaster surfaces, 0 to 12 foot maximum wall height, six inch removal or repair around damaged areas and painting the damaged area after repair.

Item 3 - ADDITIONAL MOULDING REPAIRS: Unit Price is based on eight inch maximum plaster moulding width, 16 foot maximum ceiling height, four inch removal or repair on each side of the damaged moulding and painting the damaged area after repair. Measurement will be made by measuring the length of the crack or length of damaged area across the moulding.

#### **Definitions:**

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in the Contract shall refer to the General Services Division.

## **Contract Period:**

West Virginia State Capitol Capital Plaster Repairs

The Contract shall be substantially completed within 270 calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

## **Reference Requirement:**

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. Bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the previous work.

## Payment:

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division Attn: Business Manager 1900 Kanawha Blvd. East Building 1, Room MB-60 Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A five percent (5%) retainage will be deducted until the substantial completion of the entire contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

Submit the proposed invoice to the General Services Division - Projects / Engineering Section for approval of format prior to submission of first invoice.

Submit certified payrolls with monthly payment applications.

## **Supplementary General Conditions:**

- 1. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes, and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership association or entity without expressed written consent of the agency.
- 2. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or deposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- 3. This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- 4. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- 5. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out

of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

- 6. Contractor shall be responsible for parts and materials as follows:
  - A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

### **Bonds**:

A five percent (5%) Bid Bond is required with submission of the bid. 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.

The successful bidder shall furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of the contract prior to contract award. 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 acceptable in lieu of the performance bond or labor/material bond.

### Insurance:

Contractor shall provide evidence to the Owner of adequate coverage for Public Liability and Property Damage Insurance (minimum \$1,000,000) to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract. Other Insurance limits shall meet insurance requirements for state projects, available from the WV Purchasing Division. All employees engaged in work under this contract shall be covered by West Virginia Worker's Compensation Insurance.

#### Wage Rates:

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the jobsite. Submit certified payrolls with monthly payment applications.

## Vendor's Number:

The State of West Virginia will consider bids from all qualified vendors including those who do not have a current vendors certificate. Prior to the award of a contract, vendors must have a vendor's certificate and obtained a vendor's number from the Purchasing Division. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Finance and Administration, 2019 Washington Street, East; Charleston, West Virginia 25305. Application forms are also available from the Division of Purchasing website at www.state.wv.us/admin/purchase.

## Submittals:

All submittals for this project shall be reviewed and approved by the General Services Division Projects/Engineering Section.

## **Project Closeout:**

- 1. Final cleanup shall be completed prior to final acceptance.
- 2. If specified elsewhere, submit records of quality assurance testing.
- 3. Submit "Affidavit of Payment of Debts and Claims."

## **Final Inspection:**

The Final Inspection will be conducted by an Architect / Engineer from the General Services Division, Projects / Engineering Section.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to

conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

## Award Criteria:

The State will award this Contract to the contractor meeting the mandatory requirements with the lowest overall project bid. The lowest overall bid will be based on the 'Total Contract Bid' as submitted on the attached Bid Form.

## **Limits of Work**

Work areas will be limited to those spaces required for access to stairwells and equipment.

Coordinate with Owner for temporary (overnight) storage space for equipment and tools. Coordinate storage needs with the GSD Building Manager.

Owner and Agency office spaces shall remain in use during this contract. Contractor shall work with the Building Manager to coordinate the temporary access to work areas, the movement of materials and otherwise provide for the Contractor needs during construction. Contractor shall minimize disruption to Capitol work areas.

## **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

### **Contractor Schedule:**

Provide proposed construction schedule indicating when stairwells will be renovated and the length of time required. Coordinate schedule with Owner.

### Waste Removal

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a regular basis (Minimum twice weekly).

## **Contractor Visitor Badges**

The Capitol Building is a semi-secure facility. Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and social security number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

## **Work Restrictions:**

Work shall be generally performed inside the existing building during normal business working hours of 8:00 am to 5:00 pm, Monday through Friday, except state recognized holidays.

Non-Smoking Building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

## **Parking**

No parking is available on the site. The Contractor is responsible for providing all off-site parking required for the project. Provisions will be made for locating refuse dumpsters if required by the project.

## **Building Access**

The building is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a semi-secure location. Access to the building shall be coordinated with the Owner's Protective Services Division. The East Loading Dock may be utilized for loading/unloading equipment and supplies. Contractor shall not leave open doors

State of West Virginia General Services Division RFQ No. GSD 076429

unattended and shall close doors when not in use.

## **Codes**:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA,UL, ANSI, ASME and related standards.

## Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable.

## Warranty:

Contractor shall warranty work for a period of one year from the date of Substantial Completion.

720

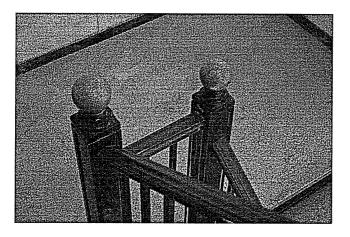
## DESCRIPTION OF WORK INCLUDED IN THIS CONTRACT

### **PAINTING**

- Paint utilized on the walls will consist of Pittsburg Paint P/N 6-411, Dover White, Eggshell finish or equal.
- Paint utilized on stair structure and metal portions of handrails will consist of two coats of a high-quality, semi-gloss enamel. Color to be selected by the Owner based on original paint colors. The Base Bid for preparation of these areas shall include removal of existing damaged and flaking paint down to a solid intact compatible paint material. Fill and sand damaged paint areas to achieve a smooth finish coat.
- Paint underside of stairs.

### HANDRAIL REFINISHING

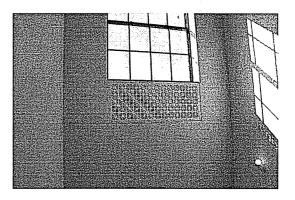
- Wooden stair hand rails shall be removed, refinished and replaced after completion of plaster work and painting. Provide chemical cleaning of original varnish and minimize sanding to protect original surfaces. Remove original varnish and refinish to match original handrail finishes in the building. In addition to the stain and varnish, the final finish will be provided with two coats of satin urethane for durability. Provide a sample section of handrail from an upper landing area refinished for review and approval prior to proceeding with handrail restoration. Assume at least three samples must be submitted to get a proper match with the original finish. The sample selected will be used as the standard of color, finish and quality for the wooden handrail refinishing.
- Polish brass caps on handrail Newel Posts.



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## RADIATOR AND RADIATOR COVER REFINISHING

 Brass radiator covers (10 in Main Capitol Building stairwells and four in ground floor vestibules) shall be removed, cleaned, strip paint or finish from covers, restore brass finish to match other unpainted radiator covers in the building and replace covers after surrounding wall painting. Note that existing unpainted radiator covers contain two bronze finishes, with polished outer surfaces and a cast recessed surface. Provide refinished covers with protective surface coating.



 Exposed radiators in the West Wing stairwells (approximately 8) will be removed, pipes temporarily capped, strip paint from radiators, provide one coat of primer and two coats of high temperature paint of color as selected by Owner.



Electrical panel and access panel covers shall be painted with two coats of alkydenamel. Restore/replace original lettering on all covers – four locations (see Photo below).



Example of original lettering found on First Floor - East Wing.

- Wall sconces in the stairwells Remove original wall mounted light fixtures in the stairways (approximately 24 locations) and provide temporary light fixtures during stairway restoration. Prevent damage to existing fixtures, turn over to Owner during construction and reinstall original fixtures at completion of work.
- Windows and window frames (approximately 18) in the stairwells will be cleaned on the
  interior side utilizing appropriate glass and metal cleaners. No painting of metal window
  frames will be required. Remove old paint spills or overpainting from walls from the
  window frames to achieve a neat final appearance.
- Coordinate temporary stairwell closings with the Owner. Do not close more than two stairwells per building at any one time. Adjacent stairwells shall not be closed simultaneously. Provide barricades around all work areas and provide signage at closed stairwells directing occupants to the nearest exit. Contractor shall provide any materials, barriers and safety equipment necessary for the protection of pedestrians and property during the implementation of this contract. Owner will provide "Evacuation / Alternative Exit Route" signs for the temporary closure of exit stairs. Contractor to post and maintain exit signs for period of stair closure.
- Provide plastic barriers and negative ventilation to keep dust from leaving the stairwell
  areas of the building. Promptly remove dirt and debris that has left the immediate work
  area. All work areas shall be kept broom swept daily.



#### **Main Unit Stairs General Comments**

#### **General Comments:**

- •Remove 'No Smoking' signs.
- •Clean, refinish and seal Marble Wainscot. Regrout joints in marble paneling where grout is missing or damaged.
  - •Clean, patch and seal Travertine Marble Stair treads and Landings.
  - •Radiator Grille Remove and refinish to bronze finish matching rotunda grilles.
  - •Paint underside of stair structure.
- •For all stair landings, patch soffit panels over landings at main floor levels, paint to main corridor side of panel.

#### **Roof Landing**

- •Paint to Window and to door frame at landing to roof. Window and door at this level do not require painting.
  - •Clean and paint stair cover plate below railing.
  - •(Northwest Stair Only) Remount handrail on wall side of top landing.
- •(Northwest Stair Only) Replace broken marble panel with new matching marble. Save removed pieces of marble and turn over to Owner for future use.
- •(Northwest Stair Only) Drywall panel finish and paint with sealer and two coats of wall paint. Recaulk top and bottom joints.

## 2<sup>nd</sup> Floor:

- •Stop paint at corridor side of wall pilaster and soffit panel.
- •Repair plaster at soffit panel over stair into corridor (See Photo \_\_\_ for typical panel).
- •Paint to top edge of marble wainscot.
- •(Northeast Stair Only) Drywall panel finish and paint with sealer and two coats of wall paint. Recaulk top and bottom joints.
  - •(Southwest Stair) Drywall panel on east wall. Refinish to match adjacent plaster.

## 1<sup>st</sup> Floor:

- Radiator Grille Remove and refinish to bronze finish matching rotunda grilles.
- •Stop paint at marble.
- •(Northwest Stair Only) Drywall panel finish and paint with sealer and two coats of wall paint. Recaulk top and bottom joints.
  - •(Northeast Stair only) Sign "Committee Locations" to remain on marble pilaster.
- •(Southeast Stair only) Refinish plaster and paint in corridor south of stair (approximately 30 foot x 8 foot area).

### **Ground Floor:**

- •Radiator Grille (South Stairs Only) Remove and refinish to bronze finish matching rotunda grilles.
- •(Southeast Stair) Note water damaged paint on either side of soffit panel. Provide sealer to prevent stain bleeding through paint.

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## Ground Floor Vestibules (Northeast and Northwest Stairs Only)

- Continue work into vestibules.
- •Polish switch plates or replace with brass finished plates.
- •Wall plaque (east door) to remain.
- Paint vestibule ceiling after repairing plaster.
- •Refinish radiator grilles
- Polish bronze doors.

Note: There is a second set of railings for handicapped access at the east door only.

## Basement (Southeast and Southwest Stairs Only)

- Provide new floor tile and base at bottom of stair. Existing floor tile will be removed by Owner prior to commencing work in each stairwell.
- •Painting stops at edge of hollow metal door frame. Do not damage doors or door frames. Clean glass windows at completion of project.
- •(Southwest Stair Only) Remove and polish J.F. Kennedy Plaque at south west stair intermediate landing. Replace in location designated by Owner.

## **West Wing - General Comments:**

- Stair treads and intermediate landings are Tennessee Marble. Main landings are a continuation of terrazzo flooring from corridors. Clean terrazzo floor to match adjacent surfaces.
- Coordinate removal and replacement of surveillance cameras with Protective Services through the project representative.
  - At windows, remove roller blind brackets at top of windows.
- Provide surface mounted fire extinguisher cabinets. (Semi-recessed for 10 # ABC extinguisher US3 polished brass finish, with vertical clear tempered glass panel and pull handle, JL Industries Cavilier or equal.)
  - Pipe Chase doors (North Stairs Only) Repaint doors. Provide lettering to match
- Hanging Fixtures at top of West Wing stairwells Remove fixture, strip, repaint and rehang fixture.
- Exposed radiators in the West Wing stairwells will be removed, pipes temporarily capped, strip paint from radiators, provide one coat of primer and two coats of high temperature paint of color as selected by Owner.

#### **Top Landing**

- Light Fixture Strip paint and repaint fixture.
- Repaint Ladder with two coats epoxy enamel. Color by to be determined by Owner.
- (North Stair only) Remove screws and anchors in wall.

#### 4th Floor:

- Clean and seal stair treads. Terrazzo floor on main landing gets no treatment.
- Switch plates (Existing switch plates do not match other areas of the building). Replace with brass plates similar to those found in other locations of the building.

3<sup>rd</sup> Floor:

• [No additional comments noted]

## 2<sup>nd</sup> Floor:

• [No additional comments noted]

## 1<sup>st</sup> Floor:

- •Clean existing paint from edge of stone arch.
- •Paint walls to outside edge of stone arch.
- •Preserve existing painted ceiling panel.

## **Basement**

- Replace Floor tile
- Continue painting to hollow metal door and frame. Do not damage hollow metal doors and frames.
  - •(South Stair Only) Remove wire on basement landing.

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#### SECTION 09210 - GYPSUM PLASTER

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Gypsum plastering.
  - 2. Metal lath.
- B. Product Data: Provide product information and mix design for plaster materials.

## 1.2 QUALITY ASSURANCE

A.

Mockups: Provide mockup of each molding shape to verify selection shape, demonstrate aesthetic effects and qualities of materials and execution. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.3 PROJECT CONDITIONS

A. Environmental Requirements, General: Comply with requirements of referenced plaster application standards and recommendations of plaster manufacturer for environmental conditions before, during, and after plaster application.

### PART 2 - PRODUCTS

#### 2.1 LATH

A. Expanded-Metal Lath: ASTM C 847, fabricated from uncoated or zinc-coated (galvanized) steel sheet and with uncoated steel sheet coated with corrosion-resistant coating after fabrication into lath. Use either Diamond-Mesh Lath: Flat., Weight: 2.5 lb/sq. yd. or .Ribbed Flat, rib depth of not more than 1/8 inch, Weight: 2.75 lb/sq. yd

## 2.2 ACCESSORIES

- A. General: Complying with ASTM C 841; coordinate depth of accessories with thicknesses and number of plaster coats required.
- B. Metal Cornerbeads: Fabricated from zinc-coated (galvanized) steel.

C. Strip Reinforcement: Smooth-edge strips of expanded-metal lath fabricated from uncoated or zinc-coated (galvanized) steel sheet, with uncoated steel sheet coated after fabrication.

## 2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Bonding Compound: ASTM C 631.
- C. Caulk or sealant: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834.

#### 2.4 PLASTER MATERIALS

- A. Base-Coat Plasters: ASTM C 28, as follows:
  - 1. Gypsum neat plaster: National Gypsum Co.; Two-Way Hardwall Plaster; United States Gypsum Co.; Red Top; Or equal.
  - 2. Gypsum wood-fibered plaster. United States Gypsum Co.; Red Top Wood Fiber Plaster.

Do not use perlite aggregate for base coat plasters.

#### B. Finish-Coat Plasters:

- 1. Gypsum gauging plaster, ASTM C 28.
- 2. Gypsum ready-mixed finish plaster, manufacturer's standard mill-mixed gauged interior finish.
- 3. Gypsum Keene's cement, ASTM C 61.
- 4. Gypsum casting and molding plaster, ASTM C 59, in color indicated or, if not otherwise indicated, as selected from manufacturer's standard white and gray colors.
- C. Finishing Hydrated Limes: ASTM C 206.
  - 1. Type: S, special, or N, normal, hydrated lime for finishing purposes.
  - 2. Finishing Hydrated Limes, Type S:
  - 3. Finishing Hydrated Limes, Type N:
- D. Aggregates for Base-Coat Plasters: ASTM C 35, Type: Sand
- E. Aggregates for Finish-Coat Plaster with Floated Finish: ASTM C 35; graded per ASTM C 842. Type: Sand.

GYPSUM PLASTER 09210 - 2

## 032

## 2.5 PLASTER MIXES AND COMPOSITIONS

- A. Plaster Base-Coat Compositions: Comply with ASTM C 842 and manufacturer's written instructions for plaster base-coat proportions.
  - 1. Three-Coat Work over Metal Lath: Scratch coat, gypsum wood-fibered plaster, neat or with job-mixed-sand; brown coat, gypsum-wood-fibered plaster-with job-mixed-sand.
  - 2. Two-Coat Work over Unit Masonry: Base coats, gypsum wood-fibered plaster with job-mixed sand or Gypsum neat plaster with job-mixed sand to match original.
  - 3. Two-Coat Work over Concrete: Base coats of gypsum neat plaster with job-mixed sand.
- B. Finish Coats: Proportion materials for finish coats to comply with ASTM C 842 and manufacturers written instructions for each type of finish coat and texture indicated.
  - 1. High-Strength Gypsum Gauging Plaster: 1 part plaster to 1 part lime.
  - 2. Gypsum Keene's Cement: 4 or 2 parts plaster to 1 part lime to match existing..
  - 3. Floated Finishes:
    - a. Gypsum Gauging Plaster: 1 part plaster, 2 parts lime, 6 parts sand.
    - b. Gypsum Keene's Cement: 2 parts plaster, 1 part lime, 6 parts sand.

### PART 3 - EXECUTION

## 3.1 INSTALLATION OF LATH AND FURRING, GENERAL

- A. Interior Lathing and Furring: Comply with ASTM C 841.
- B. Install supplementary framing, blocking, and bracing at terminations in Work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar work to comply with details indicated or, if not otherwise indicated, to comply with applicable written instructions of plaster manufacturer or, if not available, in USG's "Gypsum Construction Handbook."
- C. Isolation: Where lathing and metal support system abuts building structure horizontally and where partition or wall abuts overhead structure, isolate from structural movement to prevent transfer of loading from building structure.
  - 1. Frame both sides of control joints independently and do not bridge joints with furring and lathing or accessories.

### 3.2 METAL LATHING

- A. Install expanded-metal lath for the following applications where plaster base coats are required. Provide appropriate type, configuration, and weight of metal lath selected from materials indicated that comply with referenced lathing installation standards.
  - 1. Suspended and Furred Ceilings: Use diamond-mesh lath.

2. Vertical Metal Framing and Furring: Use diamond-mesh lath and cold-rolled channel stud framing.

## 3.3 PREPARATION OF EXISTING SURFACES

A. Remove existing damaged plaster down to solid original material. Step finish, scratch and brown coat layers of plaster back to provide lap over lower layers and key new plaster into existing layers below. (See Detail 1 at end of specification.)

## 3.4 PLASTER APPLICATION, GENERAL

- A. Protect contiguous Work from damage and deterioration caused by plastering with temporary covering and other provisions necessary.
- B. Prepare monolithic surfaces for bonded base coats and use bonding compound to comply with requirements of referenced plaster application standards for conditioning monolithic surfaces.
- C. Tolerances: Do not deviate more than plus or minus 1/16 inch from a true plane in finished plaster surfaces.
- D. Sequence plaster application with installation and protection of other work so that neither will be damaged by installation of other.

#### 3.5 PLASTER APPLICATION

- A. Plaster Application Standard: Comply with ASTM C 842.
- B. Mechanically mix cementitious and aggregate materials for plasters to comply with applicable referenced application standard and with recommendations of plaster manufacturer.
- C. Number of Coats: Number if coats of plaster shall match existing conditions, in general provide brown, scratch and finish coats over metal lath; scratch and finish coats over ceramic or concrete masonry and two coats over concrete.
- D. Finish Coats: Match existing adjacent surfaces.

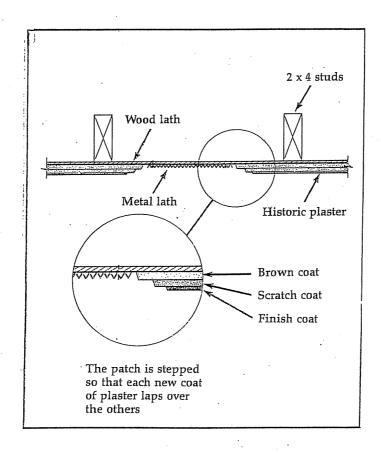
## 3.6 CUTTING, PATCHING, AND CLEANING

- A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.
- B. Leave plaster ready for painting.

C. Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows, and other surfaces not to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

## 3.7 PAINTING

- A. Do not paint surfaces until plaster has dried sufficiently to provide a stable surface for painting.
- B. Prime surface with alkaline-resistant primer recommended by paint manufacturer for plaster surfaces and provide two compatible finish coats of paint to match existing.



<u>Detail 1 – Plaster Patch</u>

END OF SECTION 09210

## SECTION 09780 - Marble Maintenance, Restoration and Refinishing

## Part 1 - General

## 1.1 Summary:

Contractor shall provide all labor, supervision, materials and equipment necessary to refinish interior marble/granite located at the West Virginia State Capitol.

## 1.2 Contractor Qualifications:

Contractor shall have performed similar natural stone restoration work on previous projects. Provide a minimum of three past examples of interior stone restoration work with the bid submittal package. Contractor shall provide trained and experienced personnel for each phase of marble restoration work performed.

## 1.3 Quality Assurance:

All work shall be coordinated and scheduled with the Owner and the Owner has the right to reject and unsatisfactory or unsuitable material or workmanship. Any damage caused by the contractor to the buildings, any of the contents or tenants shall be responsibility of the Contractor to correct in a timely manner.

All work shall be accomplished in accordance with accepted trade procedures and standard practices.

## 1.4 Delivery Storage and Handling:

- 1. Handle and store all materials in a manner to avoid damage or contamination to materials and products by water, moisture, freezing, excessive heat and foreign matter.
  - 2. Store sealers at 77° F.

#### 1.5 Mock-ups:

1. Perform four test areas for each substrate. Locate test areas in obscure areas or areas where low traffic of visibility is expected. Review test areas with Owner for approval prior to proceeding with restoration. The finish in one test area for each substrate shall be chosen as the standard of finish and workmanship for the overall project.

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2. The Owner's Representative will set the 'End Result Standard' for finish. In general, the finish shall match similar stone in adjacent areas of the building. Note that the original finish was a 'Honed –Waxed' finish and a high gloss finish will not be the desired standard.

## 1.6 Environmental Requirements:

- 1. Install adhesives, grout releases, tile sealer or grout sealer in an open ventilated environment. Provide ventilation to exterior as necessary to prevent the spread of fumes and odors to remaining building. Construct temporary walls and enclosures to contain fumes odors, dirt and dust. If necessary provide temporary exhaust through windows to maintain the enclosure at a negative pressure.
- 2. Maintain environmental condition and protect work during installation. Comply with trade standards and manufacturer's printed recommendations.
- 3. Maintain temperature in areas of no less than +55° F and no more than 90° F

## PART 2 - PRODUCTS

#### 2.1.1 General:

Provide products by a manufacturer of stone restoration products normally engaged in commercial restoration projects. Submit name and product information to Owner for approval prior to beginning work.

#### PART 3 – INSTALLATION

#### 3.1 General:

Meet with Owner's Representative prior to beginning Marble Restoration to discuss location of Mock-up panels and quality of workmanship. Surrounding work shall have been completed to minimize damage to marble or adjoining surfaces. Protect previously completed work.

- 3.2 Surface Preparation of Marble and Granite Surfaces:
  - 1. Apply a lacquer and paint remover to the surface; Let the remover set until finish has softened. Remove the finish with clean unsaturated cloths. Repeat the remover application and removal procedures until all traces of the finish have been completely removed. (Non-Phosphate, Non-Alky, Non-Acid only solutions may be used.)
  - 2. After removing the applied finish, scrub the surface with a mild detergent powder and fiber brush, and rinse it with clear water. Permit the surfaces to fully dry.

- 3. Bleach any color pigmentation of stains remaining on the marble granite surface with a peroxide poultice or poultice of liquid solvent cleaner manufactured specifically for cleaning or bleaching of marble/granite. Follow all procedures recommended by the cleaner manufacturer.
- 4. Under no circumstances should acids, abrasives, or metal tools be employed in the cleaning or stripping of marble/granite, except as specifically set forth herein. Acids and some alkalines will dull the polish of marble and leave surfaces vulnerable to yellowing as well as to attracting dirt and fungus deposits. It is likely that abrasives will leave scars and scratches, which cannot be removed. Most metal tools, even with careful usage can scratch or gouge the surface. If a large broad knife would be beneficial in removing paints, use a plastic broad knife. The danger of surface damage will be considerably reduced.
- 5. Rinse the surface with clear water and permit to dry.
- 6. Using a polishing kit for granite or marble, as applicable, obtained from a marble or granite producer, remove the scratches and polish surface in accordance with manufacturer's instructions.

## 3.3 Sealer Application:

- 1. After the marble or granite has been completely stripped, cleaned bleached, rinsed and fully dried, (apply "one" or "two" as appropriate) coats of clear penetrating sealer, manufactured by or approved by a reputable stone producer and applied in strict accordance with the recommendations of the sealer manufacturer.
- 2. The Owner's Representative will set the 'End Result Standard'. All finishes shall uniformly meet this standard.

#### 3.4 Protection:

Contractor shall provide any materials, barriers, and safety equipment necessary for the protection of pedestrians and property during the implementation of this contract.

Protect all adjacent surfaces and finishes.

During preceding operations protect floor with  $\frac{1}{2}$ " plywood. Support scaffolding with wood blocking that distributes loads over a sufficiently large area to prevent point loads or damage to stone stair treads and landings.

When using water for cleaning and rinsing stone, prevent water damage to adjacent surfaces and finishes.

#### 3.5 Debris Removal:

Contractor shall remove debris generated in the performance of this contract on a daily basis. All work areas shall be kept broom clean daily.

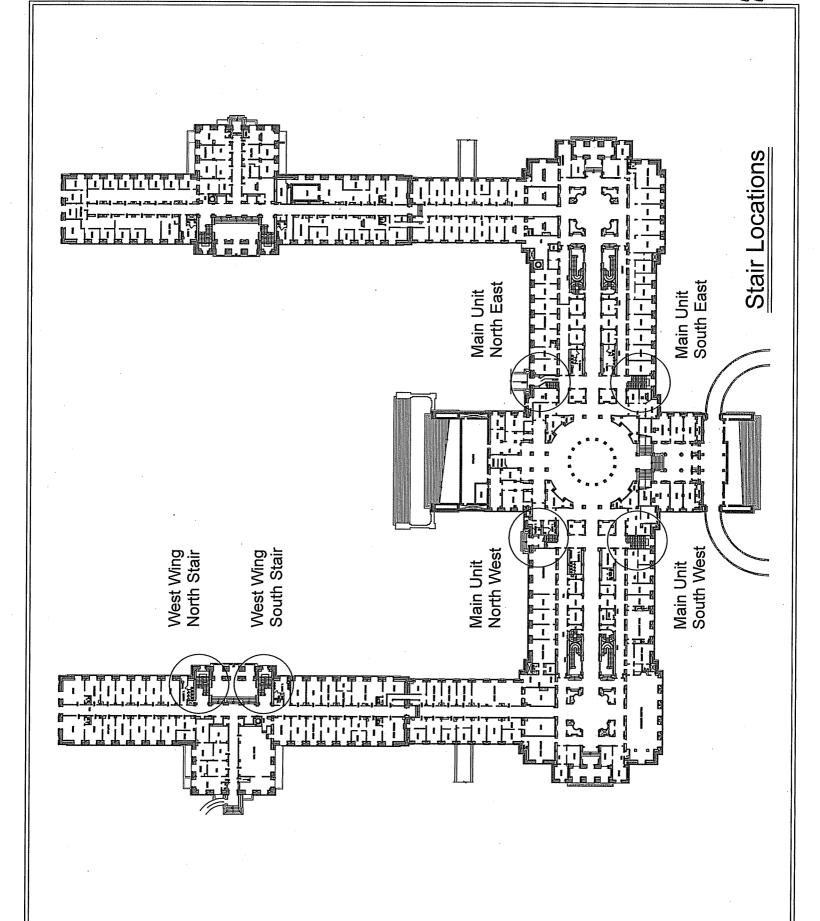
3.6 Safety & Health:

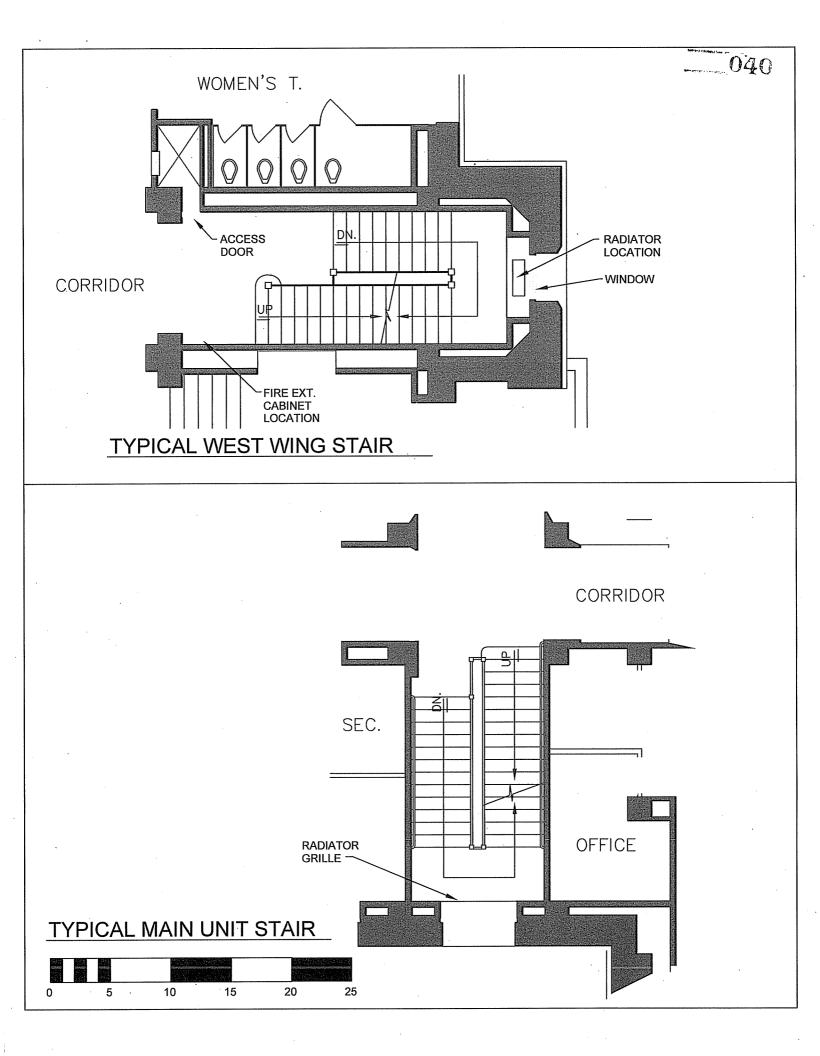
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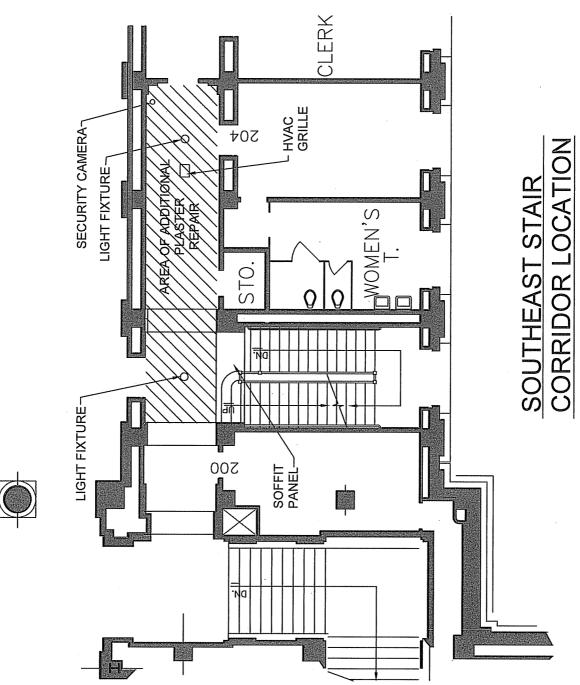
All work shall comply with the applicable requirements of 29CFR 1910/1926 and 40CFR 761. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent requirements shall apply.

The contractor shall assume full responsibility and liability

END OF SECTION 09780









Agency: General Services REQ.P.O#: GSD076429

## **BID BOND**

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KNOW ALL MEN BY THESE PRESENTS, That we, the	e undersigned,
of	, as Principal, and
of,	, a corporation organized and existing under the laws of the State of
with its principal office in the City of	, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which,
well and truly to be made, we jointly and severally bind ourselve	s, our heirs, administrators, executors, successors and assigns.
The Condition of the above obligation is such that when	reas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached	I hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
hereto and shall furnish any other bonds and insurance required agreement created by the acceptance of said bid, then this oblig	Il enter into a contract in accordance with the bid or proposal attached by the bid or proposal, and shall in all other respects perform the gation shall be null and void, otherwise this obligation shall remain in full liability of the Surety for any and all claims hereunder shall, in no event,
	nd agrees that the obligations of said Surety and its bond shall be in no ich the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety have he	ereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and the	
day of, 20	
Principal Corporate Seal	
	(Name of Principal)
	Ву
	(Must be President or Vice President)
	(Title)
Surety Corporate Seal	(Name of Surety)
	Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

## **BID BOND PREPARATION INSTRUCTIONS**

AGENCY: General Services
RFQ/RFP: GSD076429

			<u>B</u>	Bid Bond	
(A)	WV State Agency	KNOW AI	LL MEN BY THI	ESE PRESEN'	$\Gamma$ S, That we, the undersigned,
	(Stated on Page 1 "Spending Unit")	(C) as Principal, and	of	<u>(D)</u>	
	Request for Quotation Number (upper	as Principal, and	(F)	of	(G) ,
<b>(</b> ~ )	right corner of page #1)				and existing under the laws
(C)	Your Company Name				oal office in the City of
(D)	City, Location of your Company	(J)	, as Surety	, are held and	firmly bound unto The State
(E)	State, Location of your Company	of West Virginia, as	Obligee, in the p	penal sum of	(K)
(F)	Surety Corporate Name	(\$ <u>(L)</u>	) for the p	ayment of whi	ch, well and truly to be made,
(G)	City, Location of Surety			es, our heirs, a	dministrators, executors,
(H)	State, Location of Surety	successors and assig			
(I)	State of Surety Incorporation				uch that whereas the Principal
(J)	City of Surety Incorporation				artment of Administration
(K)	Minimum amount of acceptable bid			reto and made	a part hereof to enter into a
	bond is 5% of total bid. You may state	contract in writing f			
	"5% of bid" or a specific amount on		(	M)	·
(T.)	this line in words.	****			
(L)	Amount of bond in figures				
(M)	Brief Description of scope of work	NOW THE		. 1	
(N)	Day of the month		bid shall be reject		
(O)	Month'				rincipal shall enter into a
(P)	Year				ched hereto and shall furnish
(Q)	Name of Corporation				or proposal, and shall in all
(R)	Raised Corporate Seal of Principal				acceptance of said bid then
(S)	Signature of President or Vice				s obligation shall remain in ful
(T)	President				eed that the liability of the
(T)	Title of person signing				event, exceed the penal
(U)	Raised Corporate Seal of Surety	amount of this oblig			-1-4 1 4141
(V)	Corporate Name of Surety				ulates and agrees that the
(W)	Counter Signature by WV agent				o way impaired or affected by
(X)	Signature of Attorney in Fact of the				y accept such bid: and said
NOTE	Surety	Surety does hereby			
NOTE:	Dated, Power of Attorney with Raised				Surety have hereunto set their
	Surety Seal must accompany this bid				ns have caused their corporate
	bond.	this (N) d	ereto and mese p	(A)	igned by their proper officers,
		uns <u>(IV)</u> u	ay 01	<u>0)</u> , 20	<u>(P)</u> .
		Principal Corporate	Seal		(Q)
		Tillelpar Corporate	Scal		(Name of Principal)
		(I)	5)	Ву	(S)
		(1	•)	Бу	(Must be President or
					Vice President)
					(T)
				<del></del>	Title
		J)	D		11110
		Surety Corporate Se			(V)
		carety corporate by	***		(Name of Surety)
		Countersigned:			(Liame of Survey)
		- 0 miner 0 1 Biron			
		N	V)		(X)

Resident West Virginia Agent

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached, and a West Virginia resident must sign or countersign.

Attorney-in-Fact

RFQ No.	

## STATE OF WEST VIRGINIA Purchasing Division

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## **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit **www.state.wv.us/admin/purchase/privacy** 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 04/15/07)