



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  
**GSD076442**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BLDG 22 - TAX AND REVENUE  
 1001 LEE STREET  
 CHARLESTON WV  
 25301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/02/2007				

BID OPENING DATE: **07/31/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		936-10		
<p>DUCT CLEANING BUILDING #22</p> <p>REQUEST FOR QUOTATION(RFQ)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S GENERAL SERVICES DIVISION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH DUCT CLEANING SERVICES FOR BUILDING #22 (TAX AND REVENUE CENTER) LOCATED AT 1001 LEE STREET IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JULY 17, 2007 AT 10:00 AM AT 1001 LEE STREET IN CHARLESTON, WV. ALL VENDORS INTERESTED IN SUBMITTING A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. VENDORS FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS FOR THIS PROJECT MUST BE SUBMITTED EITHER IN WRITING OR ORALLY AT THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO: SCOPE OF WORK, PROJECT EXPECTATIONS/ RESPONSIBILITES, LABOR AND MATERIALS, ETC. DEADLINE FOR ALL TECHNICAL QUESTIONS IS JULY 19, 2007 AT 9:00 AM.</p> <p>TECHNCIAL QUESTIONS MUST BE SUBMITTED TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION, VIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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<p>MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV.</p> <p>QUESTIONS CONCERNING THE ACTUAL SUBMISSION PROCESS FOR A VENDOR'S BID MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT INCLUDING ORAL. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO: DATE/TIME BID SUBMISSION IS DUE, WHERE TO SUBMIT BID, FORMS, NUMBER OF ADDENDUMS ISSUED, ETC.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT</p>						

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OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.

( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.

(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.

( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF

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	<p><b>THE SUCCESSFUL VENDOR. REV. 11/00  EXHIBIT 7  DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p><b>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</b></p> <p><b>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</b></p> <p><b>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE</b></p>					

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<p>PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY AL</p>						

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<p>BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p>						

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<p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE</p>						

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<p>AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p>						

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				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 GSD076442 ***** TOTAL:		_____

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Building 22 - Duct Cleaning RFQ 2007

**REQUEST FOR QUOTATIONS**

**DUCT CLEANING SERVICES**

**BUILDING 22 - 1001 LEE STREET**

Charleston, West Virginia

Location: Tax & Revenue Building  
(formerly Coyle & Richardson Building)  
1001 Lee Street  
Charleston, West Virginia

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 Duct Cleaning Services.

**Scope:**

The work consists of the cleaning HVAC duct work, HVAC equipment and louvers. Cleaning is defined as all work necessary to remove dirt and debris from ductwork, diffusers, louvers, mechanical equipment and appurtenances and the disposal of associated refuse. 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.

## Building 22 - Duct Cleaning RFQ 2007

Work under this Contract includes the replacement of dirty or damaged ceiling tiles with new ceiling tiles to be provided by the Owner. Cleaning of the ceiling plenum is not included, other than removing dirt or debris resulting from the duct cleaning process. This contract includes cleaning all HVAC systems including small subsystems, diffusers, grilles, dampers, VAV boxes, blower assemblies, coils, condensate drains, filter areas, hot & cold decks, and other equipment. Work also includes cleaning outside air make-up ductwork and louvers, including those louvers located below the sidewalk and on the side of the building.

Contractor will be provided with the construction plans of the HVAC system. As part of this contract Contractor shall note deviations from the construction drawings, locations of access panels, adjustment dampers, smoke and fire dampers, and other as-built conditions.

Work shall be conducted as a single project with work phased on a floor-by-floor or on an HVAC subsystem basis. Work on each floor shall be substantially complete and inspected prior to beginning the next floor or air subsystem. Submit a schedule showing the cleaning sequence, commencement and completion dates for each proposed floor or subsystem. 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 duct cleaning 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 Specification "Section 15890 - Air Duct Cleaning" and five attached Mechanical Floor Plan Drawings for Building 22.

### Additional Items:

**Asbestos:** Ceiling tiles were installed after asbestos was banned from building materials. Owner will verify that ceiling tiles do not contain asbestos prior to the start of construction. If found, the asbestos will be remediated under a separate contract prior to the duct cleaning contractor beginning work.

**Toilet Room Exhausts:** Toilet Room Exhaust ductwork will be included in the cleaning project.

**Access Doors:** Access doors are not required at all cleaning access locations. Access doors will be required at all fire dampers, turning vanes, VAV boxes and at least every fifty feet of ductwork. Other Access points required for cleaning can be patched.

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Electrical Connection: Power connections shall be coordinated with General Services Building Manager. Power will be available on each floor. Contractor to provide extension cords for equipment. Not that computers and other power sensitive equipment are located throughout the building.

Dimensions of Building: The Building is approximately 109 feet (east and west sides) by 98 feet (north and south sides) with a slight trapezoidal shape.

Elevator Access: The elevator replacement contract work will be substantially complete prior to the beginning of the duct cleaning contract and elevator access will be available. To minimize potential damage to new elevator cabs, we ask that the contractor use the freight elevator.

No air balance will be required. Contractor shall mark all damper positions prior to starting cleaning and return the dampers to their original position at the conclusion of the cleaning operations.

VAV Boxes can be cleaned in place and do not have to be removed.

For the purpose of this bid, the ductwork is approximately 75% metal/unlined.

Owner will provide clean filters to be installed at completion of each floor or sub-area. Belt replacement is not part of this contract.

Water Access: A janitor's Closet is located on each floor. The contractor will be responsible for running hose from the Janitor's Closet to the Mechanical Rooms.

Air hose access from exterior. Access will be provided.

Please note that the building extends under the sidewalk on Dickenson Street side. Use care in placing loads or outriggers when cleaning exterior grilles.

**Pre-Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for Tuesday, July 17, 2007 at 10:00 am. at the site. Contractors attending the meeting shall assemble at the Lee Street entrance prior to the meeting.

**Definitions:**

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".

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- B. The service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as hereinstated, 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:**

The Contract shall be substantially completed within 120 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 duct cleaning work.

It is preferred that this information be submitted with the vendor's bid package. The agency reserves the right to request this information. Vendor's will have 48 hours in which to submit this information if requested. Failure to submit the requested information within this time frame may result in the disqualification of the vendor's bid.

**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  
1900 Kanawha Blvd. East

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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.

**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

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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.

**Bid Bond:**

A 5% Bid Bond is required for submission of the bid. 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 to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract (\$250,000.00 minimum). 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.



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**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.

**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](http://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. Closeout documents shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit records of quality assurance testing.
5. 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

## Building 22 - Duct Cleaning RFQ 2007

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 experience requirements with the lowest overall project bid.

### **Limits of Work**

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

Some mechanical room space may be utilized for temporary (overnight) storage of 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 furniture and portable partitions and otherwise provide for the Contractor needs to access ductwork. Contractor shall minimize disruption to individual work stations.

### **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 building floors and floor areas to be worked.

**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**

Building 22 is a secure facility. All Contractor personnel must present contractor photo ID badges prior to entering the building. Photo ID badges can be obtained from the General Services Division in the Main Capital Complex. Contractor employees will be subject to a security check as part of issuance. Contractor shall return all issued photo ID badges at completion of the work.

All Contractor personnel on-site must sign in and out of the building at the building's main entrance on a daily basis.

**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. This includes parking for 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 secure location. Access to the building shall be coordinated with the Owner's Protective Services Division. Contractor's personnel shall use the front entrance when entering or leaving the building. The rear service doors may be utilized for

Building 22 - Duct Cleaning RFQ 2007

loading/unloading equipment and supplies. Contractor shall not leave open doors unattended and shall lock doors when not in use.

Time of work: Contractors requested use of evening/night shifts for the cleaning operations. This is being considered, a final decision has not been made, but since each contractor has a different preference, work hours, and security arrangements will be resolved with the submission of the project schedule.

**As-Built Documents:**

The Contractor will be provided with a set of the construction plans of the HVAC system. The original construction plans are for informational purposes only. The Owner does not warrant the accuracy or completeness of these drawings and is not responsible for deviations from these original plans. Note that small HVAC units may have been added since the original plans were prepared to provide additional cooling.

As part of this contract the Contractor shall note deviations from the construction drawings, locations of access panels, adjustment dampers, smoke and fire dampers, and other as-built conditions. Provide a copy of these marked up drawings as part of the final project documentation.

**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.

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**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.

**GENERAL SERVICES DIVISION  
BUILDING 22 - DUCT CLEANING  
KANAWHA COUNTY, WEST VIRGINIA  
BID OR PROPOSAL**

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
WV CONTRACTOR'S LICENSE NO.

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**BASE BID AMOUNT:**

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

*(Total to be written in figures and words.)*

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 ONE HUNDRED TWENTY (120) 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.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed shall be at the Bidder's risk.

Upon receipt of the OWNER'S written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the contract along with insurance certificates as set forth in the Bidding Documents to the OWNER within ten (10) consecutive calendar days.

#### PROGRESS PAYMENTS

The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to five percent (5%) will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been complete and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my proposal.

Addendum No.

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that failure to confirm the receipt of the Addendum is cause for rejection of bids.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RESPECTFULLY SUBMITTED:

DATE: \_\_\_\_\_

WV VENDOR NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
*(Signature in ink)*

TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



SECTION 15890 - AIR DUCT CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes cleaning of the following existing duct systems:
  - 1. Supply system.
  - 2. Return system.
  - 3. Exterior Grilles and Louvers

1.3 DEFINITIONS

- A. ASCS: Air system cleaning specialist.
- B. NADCA: National Air Duct Cleaners Association.
- C. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS

- A. Qualification Data: For ASCS certification.
- B. Contractor shall submit to the Owner all material Data Safety Sheets (MSDS) for all chemical products proposed to be used in the cleaning process. Maintain a copy of all current MSDS documentation and safety certificates at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.
- C. Field quality-control test reports.

1.5 DOCUMENTS

- A. Drawings : The Owner shall provide the HVAC cleaning contractor with one set of project HVAC drawings or PDF drawing files.
- B. Contractor shall maintain the set of drawings, noting deviations found from the original design documents, additions of duct mounted access doors or other system modifications.
- C. Damaged system components found during the inspection or execution of the work shall be documented and brought to the attention of the Owner.

1.6 QUALITY ASSURANCE

- A. ASCS Qualifications: A certified member of NADCA
  - 1. Certification: Employ a staff of ASCSs certified by a nationally recognized certification program.
  - 2. Supervisor Qualifications: Certified as an ASCS by NADCA.
  - 3. Experience: Submit records of experience in the field of HVAC systems cleaning.
  - 4. Equipment, Materials, and Labor: Have equipment, materials, and labor required to perform specified services.
- B. Comply with current published standards of NADCA.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 SHEET METAL MATERIALS

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated.
- B. Galvanized-Steel Sheet: Lock-forming quality; complying with ASTM A 653/A 653M and having minimum G60 coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.

2.3 DUCT-MOUNTING ACCESS DOORS

- A. General Description: Fabricate doors airtight and suitable for duct pressure class.
- B. Rectangular Duct Door: Double wall; fabricated of galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch butt or piano hinge and cam latches.
  - 1. Frame: Galvanized-steel sheet; with bendover tabs and foam gaskets.
  - 2. Provide number of hinges and locks as follows:
    - a. Less Than 12 Inches Square: Secure with two sash locks.
    - b. Up to 18 Inches Square: Two hinges and two sash locks.
    - c. Up to 24 by 48 Inches: Three hinges and two compression latches with handles.
    - d. Sizes 24 by 48 Inches and Larger: Four hinges and two compression latches with handles.

- C. Round Duct Door: Double wall; fabricated of galvanized sheet metal with insulation fill and 1-inch thickness. Include cam latches. Galvanized-steel sheet; with spin-in notched frame.
- D. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.
- E. Insulation: Fibrous-glass board to match duct.

#### 2.4 FLEXIBLE CONNECTORS

- A. General Description: Flame-retardant or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.
- B. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to 2 strips of 2-3/4-inch wide, 0.028-inch thick, galvanized-steel sheet or 0.032-inch thick aluminum sheets. Select metal compatible with ducts.
- C. Indoor-System, Flexible-Connector Fabric: Glass fabric double coated with neoprene.
  - 1. Minimum Weight: 26 oz./sq. yd.
  - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
  - 3. Service Temperature: Minus 40 to plus 200 deg F.

#### 2.5 FLEXIBLE DUCTS

- A. Insulated-Duct Connectors: UL 181, Class 1, material to match existing, supported by helically wound, spring-steel wire; fibrous-glass insulation; and vapor barrier film.
  - 1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
  - 2. Maximum Air Velocity: 4000 fpm.
  - 3. Temperature Range: Minus 10 to plus 160 deg F.
- B. Flexible-Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 through 18 inches to suit duct size.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine systems to determine appropriate methods, tools, and equipment required for performance of work.
- B. If applicable, prepare written report listing conditions detrimental to performance of work.

#### 3.2 CLEANING

- A. Engage a qualified ASCS to clean the following systems:
  - 1. Supply system.
  - 2. Return system.

3. Exhaust system.
  4. Exterior Grilles and Louvers
- B. Mark position of dampers and air-directional mechanical devices before cleaning.
- C. Use duct-mounted access doors, as required, for physical and mechanical entry and for inspection. The Contractor shall utilize existing service openings already installed in the HVAC system whenever possible.
1. If necessary, install additional duct-mounting access doors to comply with duct cleaning standards.
  2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection. Replace damaged and deteriorated flexible ducts.
  3. Disconnect and reconnect flexible connectors as needed for cleaning and inspection. Replace damaged and deteriorated flexible connectors.
  4. Replace damaged fusible links on fire and smoke dampers. Replacement fusible links shall be same rating as those being replaced.
  5. Remove and reinstall ceiling components to gain access for duct cleaning. Clean ceiling components after they have been removed and replaced.
- D. Mark position of dampers and air-directional mechanical devices before cleaning, and restore to their marked position on completion.
- E. Ceiling Tiles: The contractor may remove and reinstall ceiling tiles to gain access to the HVAC systems during the cleaning process. Replace damaged or dirty tiles with new tiles provided by the Owner.
- F. Particulate Collection and Odor Control:
1. Where venting vacuuming system inside building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron size (or greater) particles.
  2. When venting vacuuming system outside building, use filtration to contain debris removed from the HVAC system and locate exhaust down wind and away from air intakes and other points of entry into building.
  3. Measures shall be employed to control odors and/or mist vapors during the cleaning process.
- G. Clean the following metal-duct system components by removing visible surface contaminants and deposits:
1. Air outlets and inlets (registers, grilles, and diffusers).
  2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
  3. Air-handling-unit internal surfaces and components including mixing box, coil section, air wash systems, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
  4. Coils and related components.
  5. Return-air ducts, dampers, and actuators, except in ceiling plenums and mechanical room.
  6. Supply-air ducts, dampers, actuators, and turning vanes.
  7. Dedicated exhaust and ventilation components.
- H. Mechanical Cleaning Methodology:
1. Clean metal-duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.

2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of ducts so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts or duct liner.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment, and do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide operative drainage system for washdown procedures.
7. Biocidal Agents and Coatings: Apply biocidal agents if fungus is present; use according to manufacturer's written instructions after removal of surface deposits and debris.

I. Cleanliness Verification:

1. Verify cleanliness after mechanical cleaning and before application of treatment, including biocidal agents and protective coatings.
2. Visually inspect metal-duct systems for contaminants.
3. Where contaminants are discovered, reclean and reinspect duct systems.

3.3 DUCT ACCESSORIES INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for metal ducts.
- B. Provide duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install duct-mounting access doors where access doors do not currently exist to allow for the cleaning of ducts, accessories, and terminal units as follows:
  1. On both sides of duct coils.
  2. Downstream from volume dampers, turning vanes, and equipment.
  3. Adjacent to fire or smoke dampers; reset or install new fusible links.
  4. Before and after each change in direction, at maximum 50-foot spacing.
  5. On sides of ducts where adequate clearance is available.
- D. Install the following sizes for duct-mounting, rectangular access doors:
  1. One-Hand or Inspection Access: 8 by 5 inches.
  2. Two-Hand Access: 12 by 6 inches.
  3. Head and Hand Access: 18 by 10 inches.
  4. Head and Shoulders Access: 21 by 14 inches.
  5. Body Access: 25 by 14 inches.

3.4 CONNECTIONS

- A. Reconnect ducts to fans and air-handling units with existing flexible connectors after cleaning ducts and flexible connectors. Replace existing damaged and deteriorated flexible connectors.

- B. For fans developing static pressures of 5-inch wg and higher, cover replacement flexible connectors with loaded vinyl sheet held in place with metal straps.
- C. Reconnect terminal units to supply ducts with existing flexible ducts or replace damaged and deteriorated existing flexible ducts with maximum 12-inch lengths of new flexible duct.
- D. Reconnect diffusers or light troffer boots to low-pressure ducts with existing flexible ducts or replace damaged and deteriorated existing flexible ducts with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- E. Reconnect existing and new flexible ducts to metal ducts with draw bands.

**3.5 FIELD QUALITY CONTROL**

- A. Gravimetric Analysis: Sections of metal-duct system, chosen randomly by Owner, may be tested for cleanliness according to NADCA vacuum test gravimetric analysis.
  - 1. If analysis determines that levels of debris are equal to or lower than suitable levels, system shall have passed cleanliness verification.
  - 2. If analysis determines that levels of debris exceed suitable levels, system cleanliness verification will have failed and metal-duct system shall be recleaned and reverified.
- B. Verification of Coil Cleaning: Cleaning shall restore coil pressure drop to within 10 percent of pressure drop measured when coil was first installed. If original pressure drop is not known, coil will be considered clean only if it is free of foreign matter and chemical residue, based on thorough visual inspection.
- C. Report results of tests in writing. Note areas of the system found to be damaged or in need of repair.
- D. Ductwork shall be tested and inspected on a floor by floor basis or sub-system by sub-system basis. Each floor or sub-system shall be approved by Owner's Representative prior to proceeding with the next section.
- E. If necessary provide video inspection equipment for required inspections.

END OF SECTION 15890

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the 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 ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW.THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_

(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 (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Counter Signature by WV agent
(X) Signature of Attorney in Fact of the Surety
NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

Countersigned:

(W) Resident West Virginia Agent

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title

(V) (Name of Surety)

(X) Attorney-in-Fact

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.



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 exceeds five percent of the total contract amount.

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

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# NOTE

This RFQ contains Mechanical Drawings (M-1 through M-5) for reference purposes. To obtain a hard copy of these drawings in 11" x 17" hard copy format, please contact the bid request line at 304-558-2063. These drawing are also available in PDF file format by contacting Krista Ferrell in the West Virginia Purchasing Division via email at [kferrell@wvadmin.gov](mailto:kferrell@wvadmin.gov).

Registered vendors may download PDF files on the Purchasing website at:  
<http://www.state.wv.us/admin/purchase/>  
and accessing the WV Purchasing Bulletin.

**PLEASE NOTE THAT THESE DRAWINGS ARE PROVIDED FOR REFERENCE ONLY AND DUE TO THE REDUCTION IN SIZE (11" X 17") ARE NOT TO SCALE.**