



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
GSD086401

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
 BUILDING EIGHT - MANSION
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED 07/20/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/08/2007			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-54		
EXTERIOR PAINTING OF GOVERNOR'S MANSION REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S GENERAL SERVICE DIVISION, IS SOLICITING BIDS FOR THE PAINTING AND RESTORATION OF THE TRIM WORK ON THE WEST VIRGINIA GOVERNOR'S MANSION (BUILDING 8) LOCATED ON THE STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. DRAWINGS AND ADDITIONAL SPECIFICATIONS WILL BE ISSUED BY ADDENDUM. THIS WORK INCLUDES, BUT IS NOT LIMITED TO, PAINTING, PAINTING PREPARATION, REPAIR OF DAMAGED WOOD AND TRIM, CLEANING OF LIMESTONE, CAULKING, MINOR TUCKPOINTING, AND OTHER WORK AS OUTLINED IN THE BID DOCUMENTS, SPECIFICATION, AND DRAWINGS. A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JULY 31, 2007 AT 10:00 AM. CONTRACTORS ATTENDING THIS MEETING SHALL ASSEMBLE AT THE GOVERNOR'S DRIVE GUARDHOUSE LOCATED ON THE CORNER OF GREENBRIER AND VIRGINIA STREETS PRIOR TO THE MEETING. ALL GENERAL/ PRIME CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. SUB-CONTRACTORS AND MATERIALS SUPPLIES ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME CONTRACTOR FAILING TO ATTEND THIS MEETING WILL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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.

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>BE DISQUALIFIED FROM BIDDING ON THIS PROJECT.</p> <p>TECHNICAL QUESTION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. VENDORS MAY ALSO SUBMIT QUESTIONS DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, AUGUST 1, 2007 AT 12:00 PM (NOON). ALL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>TECHNICAL QUESTION INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, MATERIAL, LABOR, INSTALLATION, ETC.</p> <p>QUESTIONS CONCERNING THE ACTUAL SUBMISSION PROCESS FOR A VENDOR'S BID MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, WHERE/WHEN/HOW TO SUBMIT A BID TO THE STATE OF WEST VIRGINIA, FORMS, NUMBER OF ADDENDUMS ISSUED, ETC.</p> <p>THIS IS A FAST TRACK PROJECT. THE SUCCESSFUL VENDOR WILL BE REQUIRED TO PROVIDE ALL BONDS, INSURANCE, AND OTHER NECESSARY DOCUMENTATION WITHIN 36 HOURS OF REQUEST. IN ADDITION, THE SUCCESSFUL VENDOR WILL BE EXPECTED TO BE READY TO BEGIN WORK IN A TIMELY MANNER AT THE REQUEST OF THE GENERAL SERVICES DIVISION.</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</p>						

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<p>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 OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. 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.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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<p>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 ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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ADDENDUM NOS.:						
	NO. 1		
	NO. 2		
	NO. 3		
	NO. 4		
	NO. 5		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
					SIGNATURE	
					COMPANY	
					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						

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<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 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>						

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NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
REQ. NO.: GSD086401						
BID OPENING DATE: 08/08/2007						
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:						

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Building 8 – Governor’s Mansion
Exterior Painting
Project No. GSD 086401

010

REQUEST FOR QUOTATIONS

EXTERIOR PAINTING SERVICES

BUILDING 8 – 1800 KANAWHA BLVD.

Charleston, West Virginia

Location: Governor’s Mansion
1800 Kanawha Blvd., East
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 Exterior Painting Services on the Governor’s Mansion.

Scope:

The work consists of the painting, painting preparation, repair of damaged wood and trim, cleaning of limestone, caulking, minor tuckpointing, and other work as outlined in the plans and specifications. Painting work shall include scraping, sanding, wood repairs, priming, sealing,

Building 8 – Governor’s Mansion
Exterior Painting
Project No. GSD 086401

stain blocking and other preparation. Minor exterior repairs are also included in the scope of the work as noted on the construction documents. The successful contractor shall be required keep the work area clean on a daily basis and remove debris from the site daily.

Work under this Contract also includes the cleaning and painting of selected exterior light fixtures, metal railings, conduits and other miscellaneous items outlined on the attached plans. New recessed light fixtures will be installed above the front porch to replace existing flood lights. In addition to the cleaning and painting of exterior fixtures, an allowance of \$1000 shall be provided for the purchase of the new fixtures.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these drawings and specifications. Intent is that the completed work consists of a fully completed painting / exterior cleaning project. Note that drawings indicate types of work to be completed and the work will not be limited to the specific items noted. For example, cleaning of limestone will apply in general to all the exposed limestone elements and not just those notated on the drawings. 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 Specifications “Section 09900 - Painting”. Drawings for exterior work on Building 8 and Work Items will follow by addenda.

Pre-Bid Meeting:

A mandatory pre-bid meeting for this project is scheduled for Tuesday, July 31, 2007 at 10:00 a.m. at the site. Contractors attending the meeting shall assemble at the Governor’s Drive Guardhouse, located on the corner of Greenbrier and Virginia Streets 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”.
- 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.

Building 8 – Governor’s Mansion
Exterior Painting
Project No. GSD 086401

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 including Historical Restoration work. 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 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
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.

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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 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.

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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 five percent (5%) Bid Bond is required for 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 (\$1,000,000 minimum) to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract. 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.

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.
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

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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 exterior spaces required for painting and restoration. Only limited access to interior spaces will be available on an as-needed basis. Coordinate schedules and access with the Governor’s staff and General Services Division. Coordinate scaffolding locations and equipment placement with staff. Work areas, including scaffolding, may be limited to no more than one quarter of the building perimeter at a time.

Coordinate storage needs with the GSD Building Manager. Only limited storage areas will be provided on-site.

The building shall remain in use during this contract. Contractor shall work with the Building Manager and Governor’s staff to coordinate the temporary access to work areas and other needs. Contractor shall minimize disruptions to the daily functioning of the Governor’s mansion. The owner may request that disruptive work be scheduled when the Governor is out of town.

Use of Facilities

Contractor will 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 receptacles with the building manager to avoid overloading existing circuits. The use of equipment pads or other surface protection devices will be required when

transporting vehicles, lifts, etc across grassed areas. Contractor shall promptly restore damaged areas. Cover adjacent shrubs, bushes and other vegetation prior to painting. Protect adjacent brick and stonework from spills, paint splatters and damage.

Contractor Schedule:

Provide a proposed construction schedule indicating when specific exterior areas will be worked. Work, including scaffolding, may be limited to no more than one quarter of the building perimeter at a time.

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 daily removal and cleanup).

Contractor Visitor Badges

The Governor’s Mansion is a secure facility. Contractor shall provide a list of all personnel working on this project or near the Mansion. 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 campus. Workers shall carry valid Contractor Photo ID Badges to be worn when working near 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

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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 8:00 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 Governor’s Executive Protection Detail. Contractor’s personnel shall use the rear entrance when entering or leaving the building. Contractor shall not leave open doors unattended and shall lock 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.

SECTION 09911 - EXTERIOR PAINTING

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 surface preparation and the application of paint systems on the following exterior substrates:
 1. Concrete.
 2. Steel.
 3. Galvanized metal.
 4. Wood.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product List: For each product indicated, include the following:
 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.5 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

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1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional **1 gallon** of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co.
 - 2. PPG Architectural Finishes, Inc.
 - 3. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range and / or as indicated in a color schedule.

2.3 PRIMERS/SEALERS

- A. Bonding Primer (Water Based): MPI #17.
- B. Bonding Primer (Solvent Based): MPI #69.
- C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint system indicated.

2.4 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
- B. Waterborne Galvanized-Metal Primer: MPI #134.

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2.5 WOOD PRIMERS

- A. Exterior Latex Wood Primer: MPI #6.
- B. Exterior Oil Wood Primer: MPI #7.

2.6 EXTERIOR LATEX PAINTS

- A. Exterior Latex (Flat): MPI #10 (Gloss Level 1).
- B. Exterior Latex (Semigloss): MPI #11 (Gloss Level 5).
- C. Exterior Latex (Gloss): MPI #119 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).

2.7 EXTERIOR ALKYD PAINTS

- A. Exterior Alkyd Enamel (Semigloss): MPI #94 (Gloss Level 5).
- B. Exterior Alkyd Enamel (Gloss): MPI #9 (Gloss Level 6).

2.8 FLOOR COATINGS

- A. Exterior/Interior Alkyd Floor Enamel (Gloss): MPI #27 (Gloss Level 6).
 - 1. Additives: Manufacturer's standard additive to increase skid resistance of painted surface.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows: Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Clay Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content of surfaces or alkalinity of mortar joints to be painted exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Aluminum Substrates: Remove surface oxidation.
- I. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- J. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.
- K. Exterior Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will perform tests for compliance of paint materials with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Traffic Surfaces:

- 1. Alkyd Floor Enamel System: MPI EXT 3.2D.
 - a. Prime Coat: Exterior/interior alkyd floor enamel (gloss).
 - b. Intermediate Coat: Exterior/interior alkyd floor enamel (gloss).
 - c. Topcoat: Exterior/interior alkyd floor enamel (gloss).

B. Steel Substrates:

- 1. Alkyd System: MPI EXT 5.1D.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel gloss.

C. Galvanized-Metal Substrates:

- 1. Alkyd System: MPI EXT 5.3B.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel gloss.

D. Dressed Lumber Substrates: Including architectural woodwork, doors and trim.

- 1. Latex Over Alkyd Primer System: MPI EXT 6.3A.
 - a. Prime Coat: Exterior oil wood primer.
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex semigloss.
- 2. Alkyd System: MPI EXT 6.3B.
 - a. Prime Coat: Exterior oil wood primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel semigloss.

E. Wood Panel Substrates: Including fascias & soffits.

- 1. Latex System: MPI EXT 6.4K.
 - a. Prime Coat: Exterior latex wood primer.
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex semigloss.

2. Latex Over Alkyd Primer System: MPI EXT 6.4G.
 - a. Prime Coat: Exterior alkyd wood primer.
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex semigloss.

3. Alkyd System: MPI EXT 6.4B.
 - a. Prime Coat: Exterior alkyd or oil wood primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel semigloss.

END OF SECTION 09911

BID BOND PREPARATION INSTRUCTIONS

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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

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).

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

Principal Corporate Seal (Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title
(U)
Surety Corporate Seal (V)
(Name of Surety)
Countersigned:
(W) (X)
Resident West Virginia Agent 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.

BID BOND

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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.**

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: _____