



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  
**GSD086418**

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 SIX  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/16/2008				

BID OPENING DATE: **02/20/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		
<p><b>EQUIPMENT DISASSEMBLY &amp; REMOVAL, BLDG#6</b></p> <p><b>REQUEST FOR QUOTATION</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE REMOVAL AND DISASSEMBLY OF MECHANICAL AND ASSOCIATED ELECTRICAL EQUIPMENT IN BUILDING #06 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON FEBRUARY 06, 2008 AT 2:30 PM IN THE MAIN CAPITOL BUILDING #1 ROOM MB12 (BASEMENT). A WALKING TOUR OF THE PROJECT AREAS WILL FOLLOW THE MEETING. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR 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 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 KRISTA.S.FERRELL@WV.GOV. TECHICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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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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<b>01/16/2008</b>				

**BID OPENING DATE: 02/20/2008 BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PRE-BID CONFERENCE. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, CLARIFICATIONS TO THE SPECIFICATIONS, MATERIALS, LABOR, ETC. DEADLINE FOR ALL TECHNICAL QUESTIONS IS FRIDAY, FEBRUARY 8, 2008 BY THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER SAID DEADLINE.</b></p> <p><b>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</b></p> <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>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.</b></p> <p><b>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)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR</b></p>						

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<p>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. INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/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 &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

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<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 &amp; 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. 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>						

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<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 &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>						

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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SUBJECT

**RFQ COPY  
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SHIP TO

**DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING SIX  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
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DATE PRINTED <b>01/16/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>02/20/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B 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>						

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<p><b>CONTRACTORS LICENSE NO.:</b> .....</p> <p><b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</b></p> <p style="text-align: center;"><b>APPLICABLE LAW</b></p> <p><b>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</b></p> <p><b>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.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>REV. 1/2005</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;"><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST</b></p>						

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BID OPENING DATE: **02/20/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>CHARLESTON, WV 25305-0130</b>		
				<b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b>		
				<b>SEALED BID</b>		
				<b>BUYER: KRISTA FERRELL-FILE 21</b>		
				<b>REQ. NO.: GSD086418</b>		
				<b>BID OPENING DATE: 02/20/2008</b>		
				<b>BID OPENING TIME: 1:30 PM</b>		
				<b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b>		
				-----		
				<b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b>		
				-----		
				<b>***** THIS IS THE END OF RFQ GSD086418 ***** TOTAL:</b>		_____

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State of West Virginia  
General Services Division  
Engineering Section

West Virginia State Capitol Complex  
Building Six  
Equipment Disassembly and Removal

**REQUEST FOR QUOTATIONS #GSD086418**  
**DISASSEMBLY, REMOVAL AND DISPOSAL OF MECHANICAL AND**  
**ASSOCIATED ELECTRICAL EQUIPMENT**  
**Building 6 – 1900 Kanawha Boulevard East**  
**Charleston, West Virginia**

Location: West Virginia State Capitol Complex  
Building Six  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:  
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Purchasing Division  
P.O. Box 50130  
Charleston, West Virginia 25305-0130  
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The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General services Division is soliciting quotations for the disassembly, removal and disposal of 2 chillers and related mechanical and electrical equipment, including external roof-mounted cooling tower platform and appurtenances located at Building Six of the West Virginia State Capitol Complex. This project will include the cutting, capping, sealing and installation of valves on piping; and the cutting, capping and sealing of specified sections of the HVAC system.

**Pre-Bid Meeting**

A mandatory pre-bid meeting for this project is scheduled for Wednesday, February 6, 2008 at 2:30 p.m. at the Main Capitol Building Room MB12. A walking tour of the project areas will follow the meeting.

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## I. SCOPE

The work consists of the disassembly, removal and disposal of specified chiller, external roof-mounted cooling tower and related mechanical and electrical equipment; removal of piping and capping of the same; removal of condenser pumps, piping, control cabinets, and ductwork; demolition and removal of 8 concrete pads and any debris generated by said demolition; and prepping of the floor area formerly housing the pad to a state acceptable for general reuse. The contractor will safely perform the work described herein. The contractor will be solely responsible for the proper recovery and removal from owner's premises of all refrigerants and any other materials produced as a direct product or by-product due to execution of this work, in accordance with all applicable laws. All equipment disassembled, or otherwise made into pieces by execution of the base bid will remain property of the General Services Division, the contractor being required to remove said equipment or pieces to a location predetermined by the General Services Division (and in the vicinity of Building Six). Should the contractor's alternate bid be accepted, all equipment disassembled or otherwise made into pieces by execution of the contract will become the property of the contractor; the contractor will be required to completely remove and dispose of said equipment or pieces from the Capitol Complex.

The successful contractor shall be required to keep the work area clean on a daily basis and remove debris from the site at a minimum of twice weekly. Contractor shall furnish containers or other means to be used for disposal of removed equipment and debris. All applicable local safety and OSHA rules / guidelines shall be met by the contractor. All "hot work" performed by the use of welding equipment, cutting torches or other disassembling apparatus shall be pre-approved by the Safety Manager of the General Services Division. The successful contractor shall be required to complete the attached "Hot Work Permit," have it approved by the General Services Division prior to the onset of any "hot work" for this contract, and follow all the guidelines therein. This permit will serve as a blanket approval by the owner for the contractor to perform "hot work" during the life of this contract.

Contractor will furnish all materials, labor, and equipment necessary to complete all work as indicated in these specifications. Intent is that the completed work consists of complete removal of the items from the designated work areas as specified and described in these specifications. This intent may be met by either acceptance of the base bid or by the acceptance of the additional alternate bid.

This Request For Quotations also incorporates the attached project specific documents:

1. BID Form.
2. Photographs
3. Hot Work Permit

## II. DEFINITIONS

State of West Virginia  
 General Services Division  
 Engineering Section

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- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, will hereinafter be called the "Owner".
- B. The service organization on the specifications will hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, will mean the agreement between the Owner and the Contractor to provide the services herein specified.
- D. "Owner's Representative or Designee", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", if stated in the Contract shall refer to the General Services Division.

### III. GENERAL CONDITIONS

- A. The qualified Contractor will perform work to disassemble, remove and otherwise make the work area as good as or better than before the placement of the mechanical and electrical equipment and all appurtenances previously by others. Authorization to perform the work described herein must be approved in writing and signed by the Owners Representative or Designee.
- B. The successful bidder will perform the work described herein and be responsible for all necessary permits, fees and related items to fulfill the contract.
- C. Two copies (one original and one copy) of invoices will be submitted for payment (in arrears) and must include the following information:
  1. Copies of all replacement work documents must be signed by Owner's Representative applicable to the invoice dates.
  2. Price list or invoice copy for materials provided. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
  3. Invoices will be mailed to the following address:

General Services Division  
 Attn: Business Manager  
 1900 Kanawha Boulevard East  
 Building 1, Room MB-60  
 Charleston, WV 25305

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D. 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 will 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 sub-contractors of the Contractor will be deemed to be employees for 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 will hold harmless the State, and must 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 will 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.

E. 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 disposition 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.

F. This contract will 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.

G. The Contractor will 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.

H. The Contractor will pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any

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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.

I. Contractor will be responsible for parts and materials as follows:

1. The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal of all waste and debris as a result of performing this contract.

**a. Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**

b. Contractor will furnish warranty of a minimum of 12 months / 1 year for labor, and N/A months/years on materials.

c. Contractor will have 90 days to complete the work described in this contract.

J. Any and all work to be performed to successfully execute the terms of this Contract by a third party or sub-contractor must be pre-approved by the Owner or their Representative or Designee. All such work, after Owners approval, will remain the sole responsibility of the successful bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work as described herein by a third party or sub-contractor.

K. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance must be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

L. All areas of asbestos have either been identified, marked or previously removed. Should the contractor encounter any unidentified, unabated areas, they are to contact the GSD asbestos abatement coordinator, Dan Olthaus, as soon as possible. (304)558-2317.

## **DESCRIPTION OF WORK INCLUDED IN THIS CONTRACT**

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CUTTING/WELDING: Perform all necessary cutting using acetylene torches or other approved equipment for the purpose of executing the specified work. All cutting/welding will meet the specifics as described herein.

CUTTING/CAPPING: Perform all necessary cutting using acetylene torches or other approved equipment for the purpose of executing the specified work. All cutting/welding will meet the specifics as described herein. All capping of piping or related ductwork will meet the Owners approval and the workmanship shall be of an acceptable standard in the related industry.

EQUIPMENT REMOVAL: All equipment and related items to be removed as stated herein will adhere to the specifications related to either the acceptance of the base bid or the additional alternate bid.

CONCRETE PAD REMOVAL: All concrete pads will be removed and the flooring returned to a finish acceptable for general use.

ELECTRICAL EQUIPMENT: Contractor will be responsible for insuring that all electric power supplies to any equipment and appurtenances as described herein are disconnected and proper procedures followed during the removal of such equipment. All remaining supply lines are to be left in a manner acceptable to the electrical industry standards.

HVAC: Contractor will be responsible for the proper removal of all refrigerants (R-113) from equipment specified. HVAC ducting will be of the same type as existing for the purposes of capping and related work to be performed.

COOLING TOWER PLATFORM: Contractor will remove and dispose of the external cooling tower that is located on the roof of Building #6. The platform, where attached to the roof, will be cut to a height no greater than 10 inches above the existing roof. The contractor shall provide the necessary means to remove all equipment and debris from the roof of the building (crane rental, etc).



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**ATTACHMENT 1: BID FORM**

**Base bid includes:** the placement of the disassembled items by the contractor at a predetermined General Services Division location and to be disposed of by General Services Division.

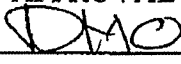
Your base bid for the work as described herein is: \$\_\_\_\_\_.

**Additional alternate bid includes:** the cutting / capping of specified piping and related ducting, with the disassembled or other pieces of equipment becoming property of the contractor, and consisting of complete removal from the work area and Capitol Complex should contractors additional alternate bid be accepted.

Your additional alternate bid for the work as described herein is: \$\_\_\_\_\_.

Your bid(s) is to include all fees, labor, material and associated costs to complete the work as described herein to the owners satisfaction.

Contractor signature and date \_\_\_\_\_

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**A.****Purpose and Scope**

The purpose of this procedure is to establish minimum guidelines to ensure the safety and health of personnel and prevent fires resulting from temporary operations involving hot work. This includes, but is not limited to welding, torch-cutting, soldering, and brazing. This program will require the issuance of a "Hot Work Permit" before beginning hot work. This procedure applies to West Virginia State Government employees and contractors who perform or supervise hot work activities in existing buildings, new construction in existing buildings, and new construction attached to existing buildings. It also applies to new construction, once the building has been "enclosed".

This procedure does not apply to areas that are specifically designed and equipped for such operations, e.g. welding stations at the craft shops including the Chiller Plant. Questions regarding applicability of this procedure should be directed to the Office of Environmental Health and Safety.

Contractors must have a hot work procedure that conforms to all OSHA regulatory requirements, including a fire watch while performing hot work on West Virginia State Government property.

**2.0 References**

- 2.1 OSHA 29CFR 1910.252: Fire Prevention and Protection
- 2.2 OSHA 1910.252 – Welding, Cutting, and Brazing
- 2.3 OSHA 1926.352 – Fire Prevention
- 2.4 NFPA 51B – Fire Prevention in Use of Cutting and Welding Processes

**3.0 Attachments**

- 3.1 Attachment 1: Hot Work Permit

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#### 4.0 Definitions

- 4.1 Arc welding is a welding process where similar materials are joined with a heating process caused by an electric arc.
- 4.2 Brazing is a process intended to permanently join two or more metals/materials together to form a single assembly by heating them in the presence of a filler metal that begins to melt above 450° C (840° F).
- 4.3 Cutting is to separate metals by using any gas, electric arc or flammable, or combination thereof.
- 4.4 Grinding is to crush, pulverize, or reduce to powder by friction, especially by rubbing between two hard surfaces.
- 4.5 Fire watch A person assigned to watch for fires resulting from hot work.
- 4.6 Hot Work Spark/fire producing activities to include welding, torch cutting, brazing, torch soldering that are not performed within the parameters of a controlled environment, e.g. shop area that is designed / equipped for these types of activities.
- 4.7 Non-fire causing work is work which may interfere with fire protection systems but does not have the potential to start a fire. Some examples include dust generating work (e.g., sanding) or steam generating work.
- 4.8 Non-torch operation is all other hot work operations other than defined Torch Operations.
- 4.9 Soldering is to unite (metallic surfaces or edges) by the intervention of a more fusible metal or metallic alloy applied when melted; to join by means of metallic cement.

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- 4.10 Torch operation is a hot work operation where flammable gases are mixed with an oxidizer to create a flame (e.g., oxy-acetylene.)
- 4.11 Welding is a process that joins metals by heating them to a melting point and allowing them to fuse or flow together, sometimes with an intermediate or filler metal having a high melting point.

## **B. PROCEDURE**

Everyone working with hot work has certain responsibilities. It is very important that every individual is familiar with his/her responsibilities.

### 4.12 Environmental Health and Safety Office

- 4.12.1 Review and update the West Virginia Capitol Hot Work Procedure to conform to current CFR standards.
- 4.12.2 Monitor compliance with standards set forth in the program by periodic inspections.
- 4.12.3 Assist Supervisors by providing training as set forth in procedure.

### 4.13 Project Managers

- 4.13.1 Oversee contractor work activities.

### 4.14 Supervisors

- 4.14.1 Ensure that affected employees comply with requirements established within this procedure.

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4.14.2 Approve hot work activities via issuing the Hot Work Permit.

4.14.3 Identify “designated shop areas” where physical fire prevention measures are in place to prevent inadvertent fire, and therefore a hot work permit process is not warranted.

4.14.4 Ensure that personnel are appropriately trained to fulfill their assigned duties during hot work operations.

4.15 Employees

4.15.1 Complete adherence to the requirements of this program and successful completion of all required training.

4.15.2 Obtain a hot work permit prior to starting work.

4.15.3 Ensure that all cutting and welding equipment is in satisfactory condition and in good repair.

4.15.4 Ensure that work being performed is within the scope of the permit and that all precautionary measures listed on the permit are in effect.

4.16 Fire Watch

4.16.1 Evaluate the worksite and planned hot work operations for potential fire hazards as required in the hot work permit.

4.16.2 Inspect the area where hot work is planned to take place, ensuring that all necessary precautions have been taken to prevent the possibility of fire.

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- 4.16.3 Observe hot work-in-progress to ensure that all fire protection measures are in place.
- 4.16.4 Ensure fire extinguishing equipment is at the location where hot work is being performed.
- 4.16.5 Understand the alarm procedures in the facility in case of an uncontrolled fire.
- 4.16.6 Inspect the area for 30 minutes after hot work to ensure that no potential for fire exists.
- 4.16.7 Close out the hot work permit and return it to the supervisor/foreman for filing.

## **5.0 Training**

All departmental personnel are to receive "awareness level" training on the general rules associated with this procedure.

- 5.1 Awareness training consists of:
  - 5.1.1 The purpose of the Hot Work Procedure.
  - 5.1.2 What activities are considered hot work and when a fire watch is necessary.
  - 5.1.3 General precautions related to fire protection for those engaged in hot work.
  - 5.1.4 Awareness training is required annually along with additional training requirements for those acting as Fire Watches.
- 5.2 Fire Watch training consists of:

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5.2.1 Specific responsibilities as outlined in this procedure.

5.2.2 Training on the use of fire protection equipment.

5.2.3 General precautions on work locations, safe distances, openings, and cracks in surfaces in hot work area.

5.2.4 Hands-on training of fire extinguishing equipment is to be conducted every three years and general fire extinguisher (classroom) training every year.

5.3 Personnel engaged in hot work activities are to be trained on the safe work procedures/practices associated with specific hot work activities, e.g. welding, burning, etc.

5.4 Training documentation is to be maintained by each department for a minimum of 5 years.

## **6.0 Procedures**

### **6.1 General Requirements**

6.1.1 A Hot Work Permit (Attachment 1) is required for all hot work as defined in section 4.0. (The supervisor/foreman is responsible for completion and issuance of hot work permits.)

6.1.2 A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.1.3 The permit must have all informational data on the top of the form and the pre-work checklist completed and signed by the attending fire watch prior to commencement of work.

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- 6.1.4 The hot work permit must be posted at the location of the work being performed during the entire time hot work is being conducted.
- 6.1.5 The permit may only be issued for a period not to exceed five business days.
- 6.1.6 The person performing the hot work cannot act as a fire watch at the same time.
- 6.1.7 Openings or cracks in walls, floors, or ducts within 35 feet of the hot work area must be tightly covered to prevent the passage of sparks to adjacent areas.
- 6.1.8 Ventilation systems that might carry sparks to distant combustibles must be protected or shut off.
- 6.1.9 Combustible floors (except wood on concrete) must be kept wet, covered with damp sand, or protected by fire-resistant shields.
- 6.1.10 If hot work is to be performed on a metal wall, partition, ceiling, or roof, precautions must be taken to prevent ignition of combustibles on the other side.
- 6.1.11 Where possible, the work should be moved to a remote location, where there will not be a chance of setting a fire. If the work cannot be moved, combustibles should be taken a safe distance away (at least 35 feet) or the combustibles must be properly shielded from ignition sources.
- 6.1.12 A fully charged and operable fire extinguisher, appropriate for the type of possible fire, must be available at the work area.



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- 6.1.13 All personnel (employees, contractors, building occupants) and facilities must be suitably protected against hazards generated by the work.
- 6.1.14 All personnel performing hot work must use the appropriate Personal Protective Equipment.
- 6.1.15 After the hot work is complete, the fire watch must remain at the work site for 30 minutes.
- 6.1.16 After the Fire Watch performs his post-hot work inspection, he/she is to sign the bottom of the form and return it to the responsible supervisor.
- 6.1.17 When hot work is conducted in a confine space, the confine space will be changed to a permit required confined space unless prior approval is given from the Environmental Health and Safety Office.
- 6.1.18 All hot work permits are to be maintained on file in the supervisor's office for a period of one year.

## 6.2 Hot Work Permit Instruction

A Hot Work Permit is required whenever welding or cutting is performed outside of designated approved areas [Note: Contractors are not required to utilize a Hot Work permit, but some form of written authorization is recommended.]

### 6.2.1 Part 1

- 6.2.1.1 The supervisor will complete and retain Part 1 authorizing the hot work.

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NOTE: If a hot work permit is required at a job site, the supervisor approval may be provided via radio. The individual performing the hot work must print the supervisors name followed by "*Via Radio*" in the authorization section. (e.g. John Smith/Via Radio)

6.2.1.2 The supervisor is to check (✓) all applicable "REQUIRED PRECAUTIONS" on the right side of the permit.

6.2.1.3 Part 2 is given to the person performing the hot work.

#### 6.2.2 Part 2

6.2.2.1 The employee performing the work will inspect the work area and determine if a fire watch is necessary.

NOTE: A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.2.2.2 If a fire watch is deemed **not** necessary, the individual performing the work will fill out Part 2 of the Hot Work Permit and print "N/A" over the "FIRE WATCH/HOT WORK AREA MONITORING" section, followed by his/her initials.

6.2.2.3 Once work is completed, the Hot Work Permit is returned to the supervisor.

6.2.2.4 If a fire watch **is** necessary, the supervisor must be notified and a fire watch assigned to the work area.

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6.2.2.5 The fire watch will fill out the **REQUIRED PRECAUTIONS CHECKLIST** and sign the **FIRE WATCH SIGNOFF** section.

6.2.2.6 Thirty minutes after the hot work is completed, the fire watch will conduct a final check of the area and sign the **FINAL CHECK-UP** section.

6.2.2.7 After the Hot Work Permit is completed, it is to be returned to the supervisor for filing.

**D.**

**POSTING**

7.1 Employees and Contractor's Representatives are responsible for the completion, posting or presentation of a fully approved Hot Work Permit (attachment 1.)

**GENERAL SERVICES HOT-WORK PERMIT**  
**Applies Only to Area Specified Below**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Building: \_\_\_\_\_ Floor: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

The above location has been examined; the precautions checked below have been taken to prevent fire.

**Precautions**

The supervisor must inspect the proposed work area and check precautions to prevent fire.

**General Precautions**

- Sprinklers and/or fire host in service
- Cutting and welding equipment in good repair
- Area supervisor notified

**Precautions within 35 Feet of Work**

- Floors swept clean of combustibles
- Combustible floors wet down, covered with damp sand, metal, or fireproof sheets
- No combustible materials or flammable liquids
- Combustibles and flammable liquids protected with fire-proof tarpaulins or metal shields
- All wall and floor openings covered
- Fireproof tarpaulins suspended beneath work to collect sparks and protect pedestrians

**Work on Walls or Ceilings**

- Construction noncombustible and without combustible covering or insulation
- Combustibles moved away from opposite side

**Work on Enclosed Equipment**

- ┌ Equipment cleaned of all combustibles
- ┌ Containers purged of flammable vapors
- ┌ adequate air flow through enclosed equipment to be provided while cutting and welding is done

**Fire watch**

- ┌ To be provided during and for 30 minutes after operation
- ┌ Supplied with extinguishers or small hose
- ┌ Trained in use of equipment and in sounding alarms

I have personally examined the above and certify that the checked precautions have been taken.

Signed: \_\_\_\_\_ (Contractor Performing Work)

Signed: \_\_\_\_\_ (Safety)

Signed \_\_\_\_\_ (O&M Manager)

**Permission is granted for this Work**

Permit Expires on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_: \_\_\_\_ AM/PM

Signed: \_\_\_\_\_ (Area Supervisor)

Time Started: \_\_\_\_ : \_\_\_\_ AM/PM \_\_\_\_ : \_\_\_\_ AM/PM

**Final Check-Up**

Work area and all adjacent areas to which sparks and heat might have spread ( such as floors above and below and on opposite sides of walls were inspected for at least 30 minutes after the work was completed and were found fire safe.

Signed: \_\_\_\_\_ (Contractor Performing Work)

***After signing, return permit to person who issued it.***

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**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) 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 Obligee, 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (U)
By (S) (T)
(Name of Principal)
(Must be President or Vice President)
Title
(Name of Surety)
Attorney-in-Fact (W)

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

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