



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  
**RJC2014**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**REGIONAL JAIL AND CORRECTIONAL  
 FACILITY AUTHORITY  
 JOBSITE  
 SEE SPECIFICATIONS**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
03/17/2008						
BID OPENING DATE: 04/24/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<b>BUILDING CONSTRUCTION</b>  <b>CONTRACT TO PROVIDE GENERAL CONSTRUCTION SERVICES FOR THE KENNETH "HONEY" RUBENSTEIN CENTER FOR YOUTH (THE RUBENSTEIN CENTER), PER THE SPECIFICATIONS.</b>  <b>MANDATORY ON-SITE PRE-BID: THE RUBENSTEIN CENTER          ROUTE 93          DAVIS, WV 26260</b>  <b>DATE: 4/8/2008; 1:30 PM</b>  <b>FAILURE TO ATTEND THE PRE-BID WILL AUTOMATICALLY RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS.</b>  <b>PLANS &amp; SPECIFICATIONS: PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING CHARLESTON BLUEPRINT, 1203 VIRGINIA STREET, EAST, CHARLESTON, WV 25301, CONTACT: DAVE EVANS - (304) 343-1063.</b>  <b>EXHIBIT 5</b>  <b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 425 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b>  <b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</b>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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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**2**

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2008				

BID OPENING DATE: **04/24/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 TUCKER 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>(XX) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<b>03/17/2008</b>				

BID OPENING DATE: **04/24/2008** BID OPENING TIME **01:30PM**

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	<p>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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) 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</p>					

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 &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</p>						

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PAGE  
**5**

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<b>03/17/2008</b>				

**BID OPENING DATE: 04/24/2008 BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p>		

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PAGE  
**6**

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<b>03/17/2008</b>				

BID OPENING DATE: **04/24/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2	.....	.....			
	NO. 3	.....	.....			
	NO. 4	.....	.....			
	NO. 5	.....	.....			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <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</p>						

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PAGE  
**7**

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<p>MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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>						

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**8**

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<p>REV. 1/2005</p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF          THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: JOHN ABBOTT-----</b></p> <p><b>REQ. NO.: RJC2014-----</b></p> <p><b>BID OPENING DATE: 04/24/2008-----</b></p> <p><b>BID OPENING TIME: 1:30 PM-----</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY          TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT          CONCERNING THIS QUOTE:</b></p>						

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PAGE  
**9**

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BID OPENING DATE: **04/24/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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***** THIS IS THE END OF RFQ      RJC2014 ***** TOTAL:						_____

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SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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## ADVERTISEMENT FOR BIDS

Sealed bids for construction of the Rubenstein Center for Youth, Davis, West Virginia, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until 1:30 p.m., local time, on the date established by the Purchasing Office. Bids will be opened and publicly read aloud at that time.

Separate sealed proposals will be received for a single prime contract for General Construction.

The bidding documents consist of the Request for Quotations, plans, and specifications. Plans and specifications may be obtained by contacting: Charleston Blueprint, 1203 Virginia Street East, Charleston, West Virginia 25301, Attention: Dave Evans, 304-343-1063.

Up to two sets of bidding documents for this project may be obtained by qualified prime contractors from Charleston Blueprint, 1203 Virginia Street East, Charleston, West Virginia 25301. A deposit of \$350.00, payable to **Charleston Blueprint**, will be required for each set of documents. Deposits will not be refunded. Bidders will be responsible for cost of shipping and handling.

Request for Quotations may be obtained by contacting:

Finance and Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305  
Phone: 304-558-2063

Bidding documents may be examined at the following locations during regular business hours:

**ms consultants, inc.**  
206 Capitol Street, 4<sup>th</sup> Floor  
Charleston, WV 25301  
(304) 346-1211

F.W. Dodge Corporation  
437 19<sup>th</sup> Street  
Dunbar, WV 25064  
(304) 776-6882

Contractors Assoc. of WV  
2114 Kanawha Blvd East  
Charleston, WV 25311  
(304) 342-1166

Pittsburgh Builders Exchange  
Building Industry Center  
2270 Noblestown Road  
Pittsburgh, PA 15205

Construction Employers Assoc.  
of North Central WV, Suite B  
2611 Fairmont Avenue Ext.  
Fairmont, WV 26554

Kanawha Valley Builders Assoc.  
1627 Bigley Avenue  
Charleston, WV 25302

A pre-bid conference will be held at the date and time established by the Purchasing Office, at the site. Attendance at the pre-bid conference is mandatory for all prime bidders. Failure by any prime contractor to attend the pre-bid conference will result in disqualification of the bidder and the rejection of the contractor's bid.

AFB-1

Rubenstein Center for Youth  
Bid Package  
64-12545-00

# PROPOSED EQUAL REQUEST FORM

*This form must be submitted by a prime Bidder. Submission by sub-bidders, suppliers or product representatives will not be accepted.*

**Instructions:**

1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.
4. Comply with requirements of Instructions to Bidders.

To: **ms consultants, inc.**  
 206 Capitol Street  
 4<sup>th</sup> Floor  
 Charleston, West Virginia 25301

Date: \_\_\_\_\_

Section: \_\_\_\_\_

Article: \_\_\_\_\_

Specified Product/Manufacturer: \_\_\_\_\_

Proposed Substitute: \_\_\_\_\_

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be locally available for the proposed substitution.

**Submitted By:**

**Architect/Engineer's Review Comments:**

Signature/Title: \_\_\_\_\_

\_\_\_\_\_ Accepted \_\_\_\_\_ Accepted As Noted

Prime Bidder: \_\_\_\_\_

\_\_\_\_\_ Not Accepted \_\_\_\_\_ Received Too Late

Address: \_\_\_\_\_

\_\_\_\_\_ Not a Substitutable Item

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Review Date: \_\_\_\_\_

*Attachments*

## BIDDER'S QUALIFICATION STATEMENT

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. Experience in construction work similar in importance to this project.
12. Background and experience of the principal members of your organization, including the officers.
13. Credit Available: \$ \_\_\_\_\_
14. Give Bank reference: \_\_\_\_\_
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by West Virginia Regional Jail Authority?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by in verification of the recitals comprising this statement of Bidders Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

**BID FORM**

- NOTE 1: The wording of this Proposal shall be retained throughout, without change, alterations or additions. Any change in the wording may cause the Proposal to be rejected as not complying with the law.
- NOTE 2: The Form of Proposal shall be accompanied by a BID SECURITY meeting the requirements as outlined in the Instructions to Bidders. Noncompliance with the requirements pertaining to the BID SECURITY will cause the Proposal to be rejected as not complying with the law.
- NOTE 3: The attention of the bidder is called to the Special Conditions regarding STANDARDS-SUBSTITUTIONS.

Bid Submitted By: \_\_\_\_\_  
 Bidder's Company Name

\_\_\_\_\_

Bidder's Company Address

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV \_\_\_\_\_

TO: State of West Virginia  
 Regional Jail and Correctional Facility Authority  
 1325 Virginia Street, E.  
 Charleston, West Virginia 25301-3011

The Bidder, in compliance with your Notice to Bidders for the Rubenstein Center for Youth to be located in Davis, West Virginia, and having examined the Plans and Specifications, with related documents and the Site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, equipment, materials, and supplies to construct the Project in accordance with the Contract Documents within the time set therein, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is part and having also received, read and taken into account the following Addenda:

Addendum No.	Date of Receipt
_____	_____
_____	_____
_____	_____
_____	_____

<sup>15</sup> It is understood and agreed that work embodied in this Contract shall be completed as scheduled below, following authorization to proceed with work unless an extension of time is granted by the West Virginia Regional Jail and Correctional Facility Authority.

CONSTRUCTION MUST BE COMPLETED WITHIN 425 CONSECUTIVE CALDENDAR DAYS.

Upon failure to have all Work completed within the period of time above specified the West Virginia Regional Jail and Correctional Facility Authority shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day thereafter until Contract Completion. The West Virginia Regional Jail and Correctional Facility Authority's right to recover Liquidated Damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

**LIQUIDATED DAMAGES:**

<u>Dollar Amount of Contract</u>	<u>Dollars Per Day</u>
\$1.00 to \$50,000.00	\$150.00
\$50,000.01 to \$150,000.00	\$250.00
\$150,000.01 to \$500,000.00	\$500.00
\$500,000.00 to \$2,000,000.00	\$1,000.00
\$2,000,000.01 to \$5,000,000.00	\$2,000.00

**BASE BID PROPOSAL:**

The undersigned hereby proposes to furnish all material and to provide all labor described in the Specifications and shown on the Plans and related documents for the said Work. The bidder shall furnish individually stipulated sums for the combined contract (base bid) as follows:

Part 1 – General Construction (Base Bid):

All labor and materials for the stipulated sum of:

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

Part 2 – Specification Section 01910 Commissioning (Alternate Bid):

All labor and materials for the stipulated sum of:

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

The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil. The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

Any alteration or erasure of the items filled in on the Bid Form shall be initialed by the Bidder.



If a Partnership, Sign Below:

NAME \_\_\_\_\_

POST OFFICE ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

POST OFFICE ADDRESS \_\_\_\_\_

If a Corporation, Sign Below:

NAME \_\_\_\_\_

POST OFFICE ADDRESS \_\_\_\_\_

Incorporated under the laws of the State of West Virginia

\_\_\_\_\_

BY

\_\_\_\_\_  
Title of Officer Signing

Name and business address of Bidder to which all formal notices shall be sent:

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

**LIST OF PROPOSED SUBCONTRACTORS**

List each subcontractor proposed for that portion of work designated below. List is to be submitted with your bid. If the branch of work is to be completed solely by the Contractor, indicate by notation below. If the acceptance of an alternate proposal changes a subcontractor, indicate by notation below.

**CONTRACT FOR GENERAL CONSTRUCTION**

BRANCH OF WORK	SUBCONTRACTOR	CONTRACTOR LICENSE #
Sitework	_____	_____
Fencing	_____	_____
Concrete Work	_____	_____
Masonry	_____	_____
Stone Masonry	_____	_____
Metal Roofing	_____	_____
Joint Sealants	_____	_____
Floors & Ceilings	_____	_____
Painting	_____	_____
Food Service Equip.	_____	_____
Laundry Equip.	_____	_____
Detention Equip.	_____	_____
Plumbing	_____	_____
HVAC Equip.	_____	_____
HVAC Controls	_____	_____
HVAC Installation	_____	_____
Sprinkler System	_____	_____
Electrical	_____	_____

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

MUST ACCOMPANY BID

STATE OF WEST VIRGINIA

) ss.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, \* being first duly

sworn, deposes and says that he/she is \_\_\_\_\_ \*\*of

\_\_\_\_\_, \*\*\* the party who made the foregoing proposal or bid; that it was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other bidder or person should refrain from bidding, or submit a sham bid; further, such bidder did not in any manner, directly or indirectly, seek by any agreement or collusion, or communication or conference with any person, to fix the bid price of either Affiant or any other bidder, or to fix any overhead, profit, or cost element of the bid price of Affiant or any other bidder or person. Affiant says further that Affiant did not collude, conspire, or agree to secure any advantage against the West Virginia Regional Jail and Correctional Facility Authority, or any person interested in the proposed contract. Affiant further says that all statements contained in the proposal or bid are true to the best of the Affiant's knowledge and belief. Affiant further says that Affiant did not directly or indirectly submit this bid, or the contents thereof, or divulge information or data relative thereto to any other bidder or association, or to any agent or member thereof.

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

A Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_

(SEAL)

- \* Print or type name of Affiant
- \*\* Print or type office (president, etc.) of Affiant
- \*\*\* Print or type name of firm submitting bid

THIS FORM MUST BE SUBMITTED WITH THE FORM OF PROPOSAL AT THE TIME OF BIDDING.

## State of West Virginia

### Supplementary Conditions to AIA Document A201-1997 General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### ARTICLE 1 GENERAL PROVISIONS

##### 1.1 BASIC DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

1.1.1 Delete the last sentence of this Subparagraph and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Bidding Document Depositories, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein), and West Virginia Department of Labor Wage Rates.

#### ARTICLE 2 OWNER

##### 2.1 GENERAL

2.1.2 Delete Subparagraph 2.1.2 in its entirety.

Add the following Paragraph to Paragraph 2.1:

2.1.3 The Owner reserves the right to maintain a full time project representative at the site who shall have such duties and responsibilities as the Owner may assign. The Owner's representative shall not interfere with or be responsible for the Contractor's means, methods, techniques, sequences and procedures for accomplishing the Work.

#### ARTICLE 3 CONTRACTOR

##### 3.4 LABOR AND MATERIALS

3.4.1 Add the following Clauses to Subparagraph 3.4.1:

3.4.1.1 In accordance with West Virginia Code §5-

19-1 et. sequor, 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 the public works project.

3.4.1.2 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 twenty percent (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 is in a "substantial labor surplus area," as defined by the United States Department of Labor, foreign made products may be supplied only if domestic products are thirty percent (30%) or more higher in price than the foreign made products.

3.4.1.3 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 for domestic products, the spending officer 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.

##### 3.4.1.4 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

.1 Except when authorized by the director of the Purchasing Division pursuant to Subclause .2 below, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. As

used in this contract:

a. "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

c. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

.2 The director of the Purchasing Division may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this contract, the cost is the value of the steel product as delivered to the project; or

b. The director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

.3 A contractor who uses steel products in violation of this Clause may be subject to civil penalties pursuant to W. Va. Code §5A-3-56.

3.4.1.5 The Contractor and all Subcontractors shall pay the higher of the U. S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates for the County in which this contract is performed, pursuant to West Virginia Code §21-5-1 et. seq.

3.4.1.6 WEST VIRGINIA JOBS ACT: Pursuant to West Virginia Code §21-1C-1 et. seq., every public improvement contract or subcontract let by a public authority shall contain the following language:

.1 DEFINITIONS:

a. The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than one million dollars (\$1,000,000). The term "construction project" does not include temporary or emergency repairs;

b. (1) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry;

(2) The term "employee" does not include:

(A) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;

(B) Bona fide independent contractors; or

(C) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

c. The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

d. The term "local labor market" means every county in West Virginia and all counties bordering West Virginia that fall within seventy-five (75) miles of the border of West Virginia;

e. The term "public authority" means any officer, board, commission or agency of the State of West Virginia and its political subdivisions, including counties and municipalities. Further, the Economic Grant Committee, Economic Development Authority, Infrastructure and Jobs Development Council and School Building Authority shall be required to comply with the provisions of this Clause for loans, grants or bonds provided for public improvement construction projects;

f. The term "public improvement" includes the

construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## 2 LOCAL LABOR MARKET UTILIZATION ON PUBLIC IMPROVEMENT CONSTRUCTION PROJECTS; WAIVER CERTIFICATES:

- a. Employers shall hire at least seventy-five percent (75%) of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.
- b. Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the Bureau of Employment Programs' Division of Employment Services of the number of qualified employees needed and provide a job description of the positions to be filled.
- c. If, within three (3) business days following the placing of a job order, the Division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the Division shall issue a waiver to the employer stating the unavailability of applicants and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three (3) days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

## 3 SCOPE; REPORTING REQUIREMENTS:

- a. Pursuant to W. Va. Code §21-1C-5, the West Virginia Jobs Act applies to expenditures for construction projects by any public authority for public improvements as defined by this Act.
- b. For public improvement projects let pursuant to the West Virginia Jobs Act, the public authority shall file or require an employer as defined in Chapter 21, Article 1C, Section 2 to

file with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to W. Va. Code, Chapter 21, Article 5a, or other comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation.

- c. The Division of Labor shall compile the information required by this Clause and submit it to the Joint Committee on Government and Finance by October 15, 2005, for a legislative audit to be prepared for the December, 2005, interim session. Beginning with the legislative interim meetings in May 2003, and continuing through the interim period ending in November 2005, the Division of Labor shall provide quarterly reports to the Joint Committee on Government and Finance on the information compiled pursuant to this Act. The Joint Committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the Division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this Act.

- d. Each public authority has the duty to implement the reporting requirements of this Clause. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this Clause.

- e. The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in W. Va. Code §21-1C-6 and transmittal of data to the Joint Committee on Government and Finance.

4 PENALTIES: Pursuant to W. Va. Code §21-1C-6, any employer who violates any provision of this Clause is subject to a civil penalty of one hundred dollars (\$100) per day of violation.

## ARTICLE 4 ADMINISTRATION OF THE CONTRACT

### 4.4 RESOLUTION OF DISPUTES

4.4.1 Delete Subparagraph 4.4.1 in its entirety and substitute the following:

4.4.1 Decision of the Architect. Claims, including

those alleging an error or omission of the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect shall not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.5 Delete the last sentence in Subparagraph 4.4.5 and substitute the following.

Approval or rejection of a claim by the Architect shall be final and binding on the parties unless it is pursued further by either party in accordance with Subparagraph 4.4.6.

4.4.6 Delete Subparagraph 4.4.6 in its entirety and substitute the following:

4.4.6 When a written decision of the Architect approving or rejecting a Claim is rendered, either party may make written demand for adjudication of the Claim as prescribed in Paragraph 4.5. A written demand for adjudication of a Claim covered by the Architect's decision must be made within 30 days after the date on which the party making the demand receives the final written decision. Failure to make written demand of adjudication of such Claim within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor.

4.4.8 Delete Subparagraph 4.4.8 in its entirety.

#### 4.5 MEDIATION

4.5 Delete Paragraph 4.5 in its entirety and substitute the following:

#### 4.5 SETTLEMENT OF CLAIMS

4.5.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Court of Claims for this purpose. Not

withstanding any provision to the contrary in the Contract Documents, all references to mediation and arbitration are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Court of Claims. The following Subparagraphs have been rewritten to bring them into conformance with the foregoing.

4.5.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

4.5.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after initial decision by the Architect or 30 days after submission of the Architect, be settled for the Contractor by the West Virginia Court of Claims or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

4.5.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Architect.

4.5.5 During court proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.3.

4.5.6 Claims shall be made within the time limits specified in Subparagraph 4.4.6.

4.5.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted to be demanded.

#### 4.6 ARBITRATION

4.6 Delete Paragraph 4.6 in its entirety.

### ARTICLE 7 CHANGES IN THE WORK

#### 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.6 Make the following change in Subparagraph 7.3.6:

Beginning in the fourth line of the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Clauses 7.3.10.1 through 7.3.10.9 below."

7.3.8 Delete Subparagraph 7.3.8 and substitute the following:

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

7.3.9 Add the following Clause to Subparagraph 7.3.9:

7.3.9.1 The Change Order shall be issued by the Owner within 60 days following such agreement.

Add the following Subparagraph to Paragraph 7.3:

7.3.10 In Subparagraph 7.3.6, the allowance for overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Labor, material and all other costs shall be completely itemized as prescribed above. Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$1,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

## ARTICLE 8 TIME

### 8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Make the following change in Subparagraph 8.3.1:

In line five, delete the words "mediation and arbitration" and substitute "court action."

## ARTICLE 9 PAYMENTS AND COMPLETION

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1.1 Delete Clause 9.3.1.1 and substitute the following:

9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

Add the following Clauses to Subparagraph 9.3.1:

9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

9.3.1.4 The full Contract retainage may be re-instated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, or if the Surety withholds its consent, or for other good and sufficient reasons.

### 9.7 FAILURE OF PAYMENT

9.7.1 Make the following change in Subparagraph 9.7.1:



In line three, change "seven days" to "sixty days." In line four, delete the words "or awarded by arbitration."

**9.8 SUBSTANTIAL COMPLETION**

9.8.5 Add the following Clause to Subparagraph 9.8.5:

9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.2 Add the following Clause to Subparagraph 9.10.2:

9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

9.10.3 Add the following Clauses to Subparagraph 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Subparagraph 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

9.11 Add the following Paragraph to Article 9:

**9.11 LIQUIDATED DAMAGES**

9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in the Agreement Between Owner and Contractor and/or purchase order.

9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the

control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Subparagraph 4.3.7 by the Contractor and must be made within the time limits stated in Subparagraph 4.3.2.

**ARTICLE 10  
PROTECTION OF PERSONS AND PROPERTY**

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.4 Add the following Clause to Subparagraph 10.2.4:

10.2.4.1 When the use or storage of explosives, inflammable or toxic materials or equipment or unusual methods are necessary, the Contractor shall give the Owner and Architect reasonable advance notice in writing. In this case, reasonable notice shall be at least five calendar days.

**10.3 HAZARDOUS MATERIALS**

10.3.3 Delete Subparagraph 10.3.3 in its entirety.

10.5 Make the following modification to Paragraph 10.5:

In the third line, change "indemnify" to "reimburse."

**ARTICLE 11  
INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.1 Make the following changes in Subparagraph 11.1.1:

11.1.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add:

"including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project."

11.1.1.2 Delete the semicolon at the end of Clause 11.1.1.2 and add:

"or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause."

Add the following Clauses to Subparagraph 11.1.1:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on the comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable);
2. Independent Contractors' Protective;
3. Products and Completed Operations;
4. Personal Injury Liability and Employment Exclusion deleted;
5. Contractual, including specified provisions for Contractor's obligations under Paragraph 3.18;
6. Owned, non-owned and hired motor vehicles; and
7. Broad Form Property Damage including Completed Operations.

11.1.2 Add the following Clause to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the minimum limits (or greater if required by law) set forth in the sample Certificate of Insurance following these Supplementary General Conditions.

#### 11.4 PROPERTY INSURANCE

11.4.1 Modify the first sentence of Subparagraph 11.4.1 as follows:

At the beginning of the first sentence, delete the phrase: "Unless otherwise provided, the Owner" and substitute "The Contractor..."

Add the following sentences at the end of this Subparagraph:

The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

11.4.1.2 Delete Clause 11.4.1.2 in its entirety.

11.4.1.3 Delete Clause 11.4.1.3 in its entirety.

11.4.2 Modify Subparagraph 11.4.2 by substituting "Contractor" for "Owner" in the first line.

11.4.4 Delete Subparagraph 11.4.4 in its entirety.

11.4.6 Make the following changes in Subparagraph 11.4.6:

Make the following modification at the beginning of the first sentence: "Before an exposure to a loss can occur, the Contractor shall file with the Owner..."

At the end of the third sentence, change "Contractor" to "Owner."

11.4.7 Modify Subparagraph 11.4.7 by substituting "Contractor" for "Owner" at the end of the first sentence.

11.4.8 Modify Subparagraph 11.4.8 by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's."

11.4.9 Modify Subparagraph 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears, except in the last sentence. In the fifth line, change "arbitration award" to "court award or judgement."

11.4.10 Delete Subparagraph 11.4.10 in its entirety and substitute the following:

11.4.10 The Contractor as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power, if such objection is made, the dispute shall be resolved as provided in Paragraph 4.5. The Contractor as fiduciary shall, in that case, make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution.

#### 11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 Add the following Clauses to Subparagraph 11.5.1:

11.5.1.1 The Contractor shall provide, at the Contractor's expense, a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two year roofing Maintenance Bond for the full value of the roofing system. Bonds should be issued by a solvent surety company listed in the Federal Register, U.S. Department of the Treasury, Circular 570, and Surety Companies Acceptable on Federal Bonds Notice. The surety company must also be one with which the Owner has no reasonable objection and it must be authorized to do business in the State of West Virginia.

11.5.1.2 Bonds must be countersigned by a licensed West Virginia resident agent. An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

11.5.1.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

Add the following Paragraphs 11.6 and 11.7 to Article 11:

#### 11.6 WAGE BOND

11.6.1 The Contractor, if engaged in construction work in West Virginia less than five consecutive years preceding the date of the Bid, shall post a wage bond with the West Virginia Department of Labor.

11.6.2 The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

#### 11.7 CONTRACTOR'S LICENSE

11.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

11.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license prior to issuance of a purchase order/contract.

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### 13.6 INTEREST

13.6.1 Delete Subparagraph 13.6.1 in its entirety and substitute the following:

13.6.1 Any interest due and payable for payments due and unpaid under the Contract Documents shall be made pursuant to West Virginia Code.

#### 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 Delete Subparagraph 13.7.1 in its entirety and substitute the following:

13.7.1 Any applicable statute of limitations shall be in accordance with West Virginia Code.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1 Make the following changes in Subparagraph 14.1.1:

At the end of Clause 14.1.1.3 delete "; or" and insert a period. Delete Clause 14.1.1.4 in its entirety.

14.1.3 Delete Subparagraph 14.1.3 in its entirety and substitute the following:

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

14.4.1 Delete Subparagraph 14.4.1 in its entirety and substitute the following:

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.

14.4.3 Delete Subparagraph 14.4.3 in its entirety and substitute the following:

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3 above.

14.4.4 Add the following Subparagraph 14.4.4 to Article 14:

14.4.4 Service performed under this Contract is to

continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this Contract becomes of no effect and is null and void after June 30.

**ADDITIONAL SUPPLEMENTARY  
CONDITIONS**

Add the following Article 15, Equal Opportunity, to the General Conditions of the Contract for Construction:

**ARTICLE 15  
EQUAL OPPORTUNITY**

**15.1 COMPLIANCE WITH REGULATIONS  
UNDER TITLE VI OF THE FEDERAL CIVIL  
RIGHTS ACT OF 1964 AND EXECUTIVE ORDER  
65-2 BY THE GOVERNOR OF WEST VIRGINIA  
DATED DECEMBER 15, 1965**

15.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88-352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

15.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

15.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO  
AIA DOCUMENT A201-1997

APPROVED AS TO FORM THIS 1st

DAY OF November, 2004

DARRELL V. MCGRAW, JR.  
ATTORNEY GENERAL

BY: *Dwayne Wayfield*  
DEPUTY ATTORNEY GENERAL

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

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

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