



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
GSD096405

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2008				

BID OPENING DATE: **08/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>RENOVATIONS TO KANAWHA RIVER LEVEE AREA, BLDG#1</p> <p>REQUEST FOR QUOTATION (RFQ)</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 ALL LABOR AND MATERIALS FOR THE RENOVATION OF THE KANAWHA RIVER LEVEE AREA LOCATED IN THE FRONT OF THE MAIN CAPITOL BUILDING (KANAWHA BOULEVARD) AT THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS, DRAWINGS, AND OTHER BID REQUIREMENTS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, AUGUST 12, 2008 AT 10:00 AM IN THE CAPITOL FOOD COURT LOCATED IN THE BASEMENT OF THE MAIN CAPITOL BUILDING (BUILDING #1) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETIN WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-</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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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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
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DATE PRINTED 07/23/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY, AUGUST 14, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE DATE SET FOR THE BID OPENING AND IN ANY FORMAT. EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p>						

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VENDOR ROOM

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<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. MINIMUM AMOUNT OF 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 B 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 TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p>						

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

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

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

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

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<p>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> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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SEALED BID BUYER: KRISTA FERRELL-FILE 21 REQ. NO.: GSD096405 BID OPENING DATE: 08/26/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ GSD096405 ***** TOTAL: _____						

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State of West Virginia
West Virginia State Capitol
Building One

General Services Division
Engineering Section
Kanawha River Levee Renovations

REQUEST FOR QUOTATIONS #GSD096405
LIMESTONE CLEANING, REPAIRS AND CONSTRUCTION OF TRELIS
1900 Kanawha Boulevard, East
Charleston, West Virginia

The Department of Administration, General Services Division, is soliciting quotations for limestone cleaning, limestone repairs and construction of trellises.

Location

Specific project location is Kanawha River Levee across from Lincoln Plaza of the West Virginia State Capitol in Charleston, West Virginia.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting for this project is scheduled for August 12, 2008 at 10:00 a.m. at the Main Capitol Building, Food Court (basement). A walking tour of the project area will be incorporated into the meeting.

All inquiries for specification clarification shall be addressed, by either e-mail or fax, to:

Krista Ferrell, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Phone: (304) 558-2596
Fax: (304) 558-4115
Krista.S.Ferrell@wv.gov

I. SCOPE

The work consists of cleaning of the limestone wall, steps and 2 landings; necessary limestone repairs; and the construction of 2 trellises to be used for the purpose of shielding the limestone wall with plants. 1 of the 2 trellises will require drainage installation. The Contractor will extend the existing hose bib to a point that enables the use of the bib by GSD Grounds Section. The successful contractor shall be required to keep the work area clean on a daily basis and remove debris from the site daily. All applicable local safety and OSHA rules / guidelines shall be met by the contractor.

Contractor will furnish all materials, labor, and equipment necessary to complete all work for the renovations as indicated in these specifications. Contractor will have 90 calendar

days to complete the project. The limestone to be used must be of the type "Indiana Buff Limestone" and have pre-approval by the Owner prior to use.

This work will be performed in accordance with acceptable industry standards for work of this type. The caulking to be used is described in attached documents. Other Owner specified materials are shown on the accompanying project drawings.

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

1. General Description of Work
2. Caulking Specifications: Product must equal or exceed the attached specifications, with the following minimum requirements:
 - a. Color must best match existing limestone
 - b. Must comply with ASTM C 920, Type S, Grade NS, Class 25, Use NT, M, A, G, and I
 - c. Must be a one-component moisture-curing polyurethane
 - d. Must have a minimum tensile strength of 350 psi
 - e. Must have a minimum tear strength of 50 pli
 - f. Must pass ASTM C 510 testing for stain and color change
 - g. Must have a service temperature range of -40 to 180 degrees fahrenheit minimally
3. Photographs of limestone to be repaired
4. Project Drawings (NOTE: ALL OTHER OWNER SPECIFIED MATERIALS ARE SHOWN ON DRAWINGS. ANY REFERENCE THEREIN TO MANUFACTURER BRAND NAMES IS NOT MEANT TO LIMIT COMPETITION, BUT ONLY TO SET A QUALITY STANDARD OF TECHNICAL SPECIFICATION WHICH THE SUPPLIED PRODUCTS MUST MEET):

Drawing #1 – D1 – Repair Location Map (Photographs of Repairs)

Drawing #2 – D2 – Wall Dimension Plan

Drawing #3 – D3 – Wall Dimension Plan

Drawing #4 – D4 - Trellis Wall Detail 1

Drawing #5 – D5 – Trellis Wall Detail 2

Drawing #6 - D6 – Seating Wall Detail

Drawing #7 – D7 – Sealer Detail

Drawing #8 – D8 – Trellis Construction Plan

Drawing #9 – D9 – Trellis Clip Plan

Drawing #10 - D10 – Standoff Bracket Section

Drawing #11 – D11 – Standoff Bracket Plan

Drawing #12 – D12 – Trellis Wall Detail 3

Drawing #13 – D13 – Wall Drainage and Water Reuse

5. Brand specifications reference sheet for Drawings
6. Bid Form.

State of West Virginia
West Virginia State Capitol
Building One

General Services Division
Engineering Section
Kanawha River Levee Renovations

II. DEFINITIONS

- 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 including limestone cleaning, repair and caulking of the Kanawha River Capitol Levee wall, steps and landings as described herein. Contractor will also be required to construct 2 trellises with one trellis requiring drainage. 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
1900 Kanawha Blvd. E.
Building 1, Room MB-60
Charleston, WV 25305

- 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 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 equipment, 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. The successful bidder must provide a warranty for a minimum of one (1) year for labor and a minimum of ten (10) years for materials. Contractor will be responsible for materials used to complete the project.
 - c. Contractor will have 90 days to complete the work described in this contract.
- J. 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.

LIMESTONE CAULKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Descriptions / Conditions and Specification Sections, apply to this Section including the specific product data sheet.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Removal of all deteriorated caulk/sealant and reinforcement and subsequent replacement and patching.
 - 2. Epoxy crack injection. Can be performed using the tube and caulk gun manual method of injection.

1.3 SUBMITTALS

- A. Product Data: Material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions for limestone, caulk, base materials and any other materials necessary to complete the work.
- B. Qualification Data: Must be submitted by successful contractor prior to beginning of work and must be obtained from product retailer / manufacturer.

1.4 QUALITY ASSURANCE

- A. Contractor Qualifications: Contractor should employ workers experienced in the application of polyurethane sealant injection materials, caulking and structural limestone reinforcement.

1.5 PROJECT CONDITIONS

1. Environmental Limitations for Epoxies / Caulking Material: Contractor will apply only when air and substrate temperatures are within limits permitted by manufacturer.

- B. Hot-Weather Requirements for Caulking Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of moisture from epoxies / caulking materials as per manufacturers requirements. Provide artificial shade and windbreaks, and use cooled materials as required by manufacturer.

PART 2 - EXECUTION

2.1

- A. Protect people, motor vehicles, equipment, surrounding construction, Project site, plants, and surrounding buildings from injury resulting from concrete rehabilitation work.

2.2 APPLICATION

- A. General: Comply with manufacturer's written instructions and recommendations for application of all products, including surface preparation.
- B. Epoxy Crack Injection: Comply with manufacturer's written instructions and the following:
 1. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond, and clean cracks with oil-free compressed air or low-pressure water to remove loose particles.

State of West Virginia
West Virginia State Capitol
Building One

General Services Division
Engineering Section
Kanawha River Levee Renovations

Vendor Bid Form

Bid: This bid is for the limestone cleaning, repairs and trellis construction with drainage located at the Kanawha River Levee across Kanawha Boulevard from Lincoln Plaza of the West Virginia state Capitol, Charleston, West Virginia.

Your bid for the labor and materials as described herein is: \$_____.

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

Contractor signature and date _____

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

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

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

_____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

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

**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

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

RFQ#GSD096405 Kanawha River Levee Renovations

Reference Sheet for Brand Specifications in Drawings

Within the drawings prepared for Request for Quotations #GSD096405, for renovations to the Kanawha River Levee area South of the Main Capitol Building, there are references to brand specific materials. These references, as detailed below, are not meant to limit competition, but rather to set the quality standards of technical specifications which the supplied products must meet. Any reference to a brand specific material should be considered to be followed by the phrase, "Or Equal," as follows:

<u>Drawing(s)</u>	<u>Material</u>
D4	Greenscreen™ Panel, or equal
D5	US Fabric 230 (Geotextile), or equal
D7	Polyfoil 820 (DSSY), or equal
D7	American Wick Drain 200, or equal
D7	Aqua Seal Aqua Wrap, or equal
D8, D9	#5105 Steel Edge Trim, or equal (this refers to a Greenscreen part number)
D8, D9	#5145 Post Clips, or equal (this refers to a Greenscreen part number)
D8, D9, D10, D11, D12	3" Thick Green Screen Panel, or equal
D8, D9	3" Square Steel Tube w/Post Cap, or equal (this refers to a Greenscreen part)
D10, D11	#5136 Spacer, or equal (this refers to a Greenscreen part number)
D10, D11	#5132V Standoff Bracket, or equal (this refers to a Greenscreen part number)
D10, D11	#5159 Standoff Bracket, or equal (this refers to a Greenscreen part number)