



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
GSD106402

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 84 CORNERSTONE
 1409 GREENBRIER ST
 CHARLESTON WV
 25311 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/17/2009				

BID OPENING DATE: 07/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-79		
BLDG#84 WINDOW REPLACEMENT REQUEST FOR QUOTATION (RFQ) 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 REPLACEMENT OF THE WINDOWS IN BUILDING #84 (CORNERSTONE BUILDING) LOCATED AT 1409 GREENBRIER STREET IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS AND DRAWINGS. A MANDATORY PRE-BID MEETING WILL BE HELD ON THURSDAY, JULY 9, 2009 AT 10:00 AM ON SITE. CONTRACTORS SHALL ASSEMBLE IN THE LOBBY OF THE BUILDING. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY, JULY 16, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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 case 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



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<p>RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE 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 BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 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 WAG</p>						

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<p>RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION, IF SUCCESSFUL, FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

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<p>PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED 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>						

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	<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> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p>					

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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 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>						
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<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 21 REQ. NO.: GSD106402 BID OPENING DATE: 07/30/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						

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State of West Virginia
General Services Division

Building 84 – Window Replacement
Project No. GSD 106402

REQUEST FOR QUOTATIONS #GSD106402

WINDOW REPLACEMENT

BUILDING 84

Location: West Virginia State Office Building -84
1409 Greenbrier Street
Charleston, West Virginia 25305

For: State of West Virginia
General Services Division
1900 Kanawha Blvd East
Building One Room MB60
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

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

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide Window Replacement at State Office Building 84 located at 1409 Greenbrier Street.

Pre-Bid Meeting:

A mandatory pre-bid conference will be held on July 9th, 2009, at 10:00 am. Contractors attending the meeting shall assemble in the Lobby of Building 84 at 1409 Greenbrier Street.

Scope:

The work consists of the replacing of approximately 17 window units containing glazing and spandrel panels and louvers located units of the State Office Building No. 84 located at 1409

Greenbrier Street (which is inside the city limits of the City of Charleston) Modifications include the demolition of the existing windows, replacement with new thermally efficient units and spandrel panels as specified, replacement and restoration of interior finishes at windows, replacement of ventilation louvers at the northwest corner of the building and minor painting at adjacent doors and surfaces.

There are no available plans of the original building or window units.

Work shall be conducted as a single project with work phased on an elevation-by-elevation basis. Work in each area shall be substantially complete prior to beginning the next area. Submit a schedule showing the commencement and completion dates for each proposed area or subsystem. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consists of a fully completed window replacement project. Furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents. Leave windows on a clean, ready for occupancy condition.

Any equipment contracted for prior to receipt of the signed purchase order and written notice to proceed letter shall be at the Bidder's risk.

Successful bidder will be given **Sixty (60) calendar** days from the written notice to proceed to complete the project.

Documents:

This Request for Quotations also incorporates the attached documents:

- | | |
|------------------------------|-----------------------------|
| 1 – GSD106402 Drawing SK – 1 | Building 84 East Elevation |
| 2 – GSD106402 Drawing SK – 2 | Building 84 South Elevation |
| 3 – GSD106402 Drawing SK – 3 | Building 84 West Elevation |
| 4 – GSD106402 Drawing SK – 4 | Building 84 North Elevation |
| 5 – GSD106402 Drawing SK – 5 | Elevations and Section |
| 6 – GSD106402 Drawing SK – 6 | Details |

- Specification Section 07920 – Joint Sealants (6 pages)
- Specification Section 08520 – Aluminum Windows (5 pages)
- Specification Section 08800 – Glazing (6 pages)
- Specification Section 10200 – Louvers and Vents (3 pages)

Bid Form

State of West Virginia
General Services Division

Building 84 – Window Replacement
Project No. GSD 106402

Contract Period:

The Contract shall be substantially completed within **Sixty (60)** calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Reference Requirement:

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. Bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the duct cleaning work.

Payment:

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division
Attn: Business Manager
1900 Kanawha Blvd. East
Building 1, Room MB-68
Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A five percent (5%) retainage will be deducted until the substantial completion of the entire contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

Submit the proposed invoice to the General Services Division - Projects / Engineering Section for approval of format prior to submission of first invoice. All work shall be inspected and approved prior to payment.

Supplementary General Conditions:

1. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
2. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

3. Contractor shall be responsible for parts and materials as follows:
 - A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
 - B. Contractor shall furnish a warranty of twelve (12) months for labor and minimum materials warranties as stated in the specifications for each material.

Submittals:

All submittals for this project shall be reviewed and approved by the General Services Division Projects/Engineering Section.

Project Closeout:

1. Closeout documents, including marked-up shop drawings shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit "Affidavit of Payment of Debts and Claims."

Final Inspection:

The Final Inspection will be conducted by an Architect / Engineer from the General Services Division, Projects / Engineering Section.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

Award Criteria:

The State will award this Contract to the contractor meeting the mandatory requirements with the lowest overall project bid. The lowest overall project bid shall be determined by the base bid.

Limits of Work

Work areas will be limited to those spaces required for access to windows.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the GSD Building Manager.

Owner and Agency office spaces shall remain in use during this contract. Contractor shall work with the Building Manager to coordinate the temporary access to work areas, the movement of furniture and portable partitions and otherwise provide for the Contractor needs to access ductwork. Contractor shall minimize disruption to individual work stations.

Use of Facilities

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

Contractor Schedule:

Provide a proposed construction schedule indicating rooms and floor areas to be worked. Since coordination with office occupants may be required, at least one week advance notice must be given prior to removing windows. Provide overall project scheduled within seventy-two hours of Notice to Proceed.

Waste Removal

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

Contractor Visitor Badges

The Building 84 is a semi-secure facility. Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and social security number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

Work Restrictions:

Work shall be generally performed inside the existing building during normal business working hours of 8:00 am to 5:00 pm, Monday through Friday, except state recognized holidays.

This is a non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

Parking

Reasonable parking will be available near the building. Coordinate with Owner prior to commencing work. Provisions will be made for locating refuse dumpsters if required by the project.

Building Access

The building is available from 8:00 am to 5:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a semi-secure location. Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

Safety:

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

Warranty:

In addition to individual material warranties, Contractor shall warranty all work for a period of one year from the date of Substantial Completion.

GENERAL SERVICES DIVISION

Building 84 Window Replacement

**Building 84
1409 Greenbrier Street
Charleston, West Virginia**

BID OR PROPOSAL

NAME OF BIDDER

ADRESS OF BIDDER

PHONE NUMBER

WV CONTRACTOR'S LICENSE NO.

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

TOTAL CONTRACT BID

_____ (\$ _____)

(Total to be written in figures and words.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within Sixty (60) consecutive calendar days following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

ADDENDUM ACKNOWLEDGE

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

Addendum No.

Date

_____	_____
_____	_____
_____	_____
_____	_____

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

Signature

Date

RESPECTFULLY SUBMITTED:

DATE: _____

WV VENDOR NUMBER: _____

BY: _____
(Signature in ink)

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

References:

Reference Name: _____
Position: _____
Address: _____
Telephone Number: _____
Project Name: _____
Project Description: _____

Reference Name: _____
Position: _____
Address: _____
Telephone Number: _____
Project Name: _____
Project Description: _____

Reference Name: _____
Position: _____
Address: _____
Telephone Number: _____
Project Name: _____
Project Description: _____

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications:
 - 1. Exterior joints in vertical and horizontal surfaces around window frames.
 - 2. Interior joints in vertical and horizontal surfaces around windows and other disturbed surfaces.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.4 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

- B. Nonsag Polysulfide Sealant :

- 1. Acceptable products include, but are not limited to (or their equal):

- a. Pacific Polymers, Inc.; Elasto-Seal 227 Type II (Gun Grade).
 - b. Pecora Corporation; Synthacalk GC-2+.
 - c. Polymeric Systems Inc.; PSI-350.
 - d. PolySpec Corp.; T-2235-M.
 - e. PolySpec Corp.; T-2282.
 - f. PolySpec Corp.; Thiokol 2P.
 - g. Sonneborn, Division of ChemRex Inc.; Sonolastic Polysulfide Sealant.

- 2. Type and Grade: M (multicomponent) and NS (nonsag).

- 3. Class: 25.

- 4. Use[s] Related to Exposure: NT nontraffic

- 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

- C. Single-Component Neutral-Curing Silicone Sealant

- 1. Acceptable products include, but are not limited to (or their equal):

- a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Tremco; Spectrem 1 (Basic).
 - d. GE Silicones; SilPruf SCS2000.
 - e. Pecora Corporation; 864.
 - f. Pecora Corporation; 890.
 - g. Polymeric Systems Inc.; PSI-641.
 - h. Sonneborn, Division of ChemRex Inc.; Omniseal.
 - i. Tremco; Spectrem 3.
 - j. Dow Corning Corporation; 791.
 - k. Dow Corning Corporation; 795.
 - l. GE Silicones; SilPruf NB SCS9000.
 - m. GE Silicones; UltraPruf II SCS2900.

2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 50
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

D. Single-Component Nonsag Urethane Sealant

1. Acceptable products include, but are not limited to (or their equal):
 - a. Bostik Findley; Chem-Calk 900.
 - b. Sika Corporation, Inc.; Sikaflex - 1a.
 - c. Sonneborn, Division of ChemRex Inc.; Ultra.
 - d. Sonneborn, Division of ChemRex Inc.; NP 1.
 - e. Tremco; Vulkem 116. Pecora Corporation; Dynatrol I-XL.
 - f. Polymeric Systems Inc.; Flexiprene 1000.
 - g. Polymeric Systems Inc.; PSI-901.
 - h. Schnee-Morehead, Inc.; Permathane SM7100.
 - i. Schnee-Morehead, Inc.; Permathane SM7108.
 - j. Schnee-Morehead, Inc.; Permathane SM7110.
 - k. Sika Corporation, Inc.; Sikaflex 15LMg
 - l. Tremco; DyMonic.
 - m. Tremco; Vulkem 921.
 - n. Tremco; Vulkem 931.
2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 25.
4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

E. Siliconized -Acrylic Latex Caulk

1. Acceptable Products include, but are not limited to (or their equal):

Sonneborn, Division of Chemrex, Inc.; Sonolac, or comparable products by Tremco,, GE Silicones and others.
2. Type and Grade: S (single component)
3. Class: 25.
4. Use Related to Exposure: NT (Non-traffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

2.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C, closed-cell material with a surface skin, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
- B. Joint Priming: Prime joint substrates, where recommended by joint-sealant manufacturer or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions.

Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- E. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application Exterior joints in dimension stone cladding and aluminum window frames.
 - 1. Joint Sealant: Non-Sag Polysulfide Sealant; Single Component Neutral-curing Silicone Sealant; or Single Component Non-Sag Urethane Sealant and as recommended by Window manufacturer as being compatible with application.
 - 2. Joint-Sealant Color: As selected by Owner from manufacturer's full range.

- B. Joint-Sealant Application interior joints between aluminum window frames and interior finish materials:
 - 1. Joint Sealant: Siliconized Acrylic Latex Sealant
 - 2. Joint-Sealant Color: As selected by Owner from manufacturer's full range.

END OF SECTION 07920

SECTION 08520 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes fixed and operable aluminum-framed windows.

1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of minimum test size required by AAMA/WDMA 101/I.S.2/NAFS.
- B. Structural Performance: Provide aluminum windows capable of withstanding the effects of the following loads, based on testing units representative of those indicated for Project that pass AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Structural Test:
1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
 - a. Basic Wind Speed: 90 mph.
 - b. Importance Factor: III
 - c. Exposure Category: B
 2. Deflection: Design glass framing system to limit lateral deflections of glass edges to less than 1/175 of glass-edge length or 3/4 inch, whichever is less, at design pressure based on testing performed according to AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Deflection Test or structural computations.
- C. Windborne-Debris Resistance: Provide glazed windows capable of resisting impact from windborne debris, based on the pass/fail criteria as determined from testing glazed windows identical to those specified, according to ASTM E 1886 and testing information in ASTM E 1996 and requirements of authorities having jurisdiction.
- D. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C) material surfaces.

1.3 SUBMITTALS

- A. Product Data: For each type of aluminum window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances, and installation details
- C. Samples: For each exposed finish.
- D. Product Schedule: Use same designations indicated on Drawings.
- E. Maintenance data.

1.4 QUALITY ASSURANCE

- A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.
- B. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- D. Preinstallation Conference: Conduct conference at Project site.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of metals, other materials, and metal finishes beyond normal weathering.
 - e. Failure of insulating glass.
 - 2. Warranty Period:
 - a. Window: Three years from date of Substantial Completion.
 - b. Glazing: 10 years from date of Substantial Completion.
 - c. Metal Finish: Ten 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. EFCO Corporation.
 2. Kawneer; an Alcoa Company.
 3. TRACO.
 4. Wausau Window and Wall Systems.
 5. YKK AP America Inc.
- or equal**

2.2 WINDOW

- A. Window Type: Fixed as indicated on Drawings.
- B. Comply with AAMA/WDMA 101/I.S.2/NAFS.
1. Performance Class and Grade: C30.
- C. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 45.
- D. Thermal Transmittance: Provide aluminum windows with a whole-window, U-factor maximum indicated at 15-mph exterior wind velocity and winter condition temperatures when tested according to ASTM E 1423.
1. U-Factor: 0.35 Btu/sq. ft. x h x deg F or less.
- E. Solar Heat-Gain Coefficient (SHGC): Provide aluminum windows with a whole-window SHGC maximum of 0.50 determined according to NFRC 200 procedures.

2.3 GLAZING

- A. Clear, insulating-glass units, argon gas filled, with low-E coating pyrolytic on second surface or sputtered on second or third surface.
- B. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

2.4 FABRICATION

- A. Fabricate aluminum windows that are reglazable without dismantling sash or ventilator framing.
- B. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator.
- C. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.

- D. Provide water-shed members above side-hinged ventilators and similar lines of natural water penetration.
- E. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.
- F. Glazing Stops: Provide snap-on glazing stops coordinated with Division 8 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

2.5 ALUMINUM FINISHES

- A. Aluminum Anodic Finish: Class I, color anodic coating complying with AAMA 611.
 - 1. Color: As selected by Architect from full range of industry colors and color densities.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.
- D. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- F. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
- G. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- H. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.

-
- I. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 08520

SECTION 08800 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

1. This Section includes glazing for windows

1.2 DEFINITIONS

- A. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- B. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.
- C. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
- D. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the wind requirements specified elsewhere.

-
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F ambient; 180 deg F, material surfaces.
 - D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data.

1.4 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.

1.5 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: **10** years from date of Substantial Completion.
- B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: **10** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS

- A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.
 - 1. Ultra-Clear (Low-Iron) Float Glass: Class I (clear); with a minimum 91 percent visible light transmission and a minimum solar heat gain coefficient of 0.87.
- B. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.
 - 2. Provide Kind FT (fully tempered) float glass in place of annealed or Kind HS (heat-strengthened) float glass where safety glass is required.

- C. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in Part 2 "Insulating-Glass Units" Article.
1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.
 2. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for insulating-glass units are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.
 3. Sealing System: Dual seal.
 4. Spacer Specifications: Manufacturer's standard spacer material and construction.
 5. Spacer Specifications: Manufacturer's standard spacer material and construction complying with the following requirements:
 - a. Spacer Material: Aluminum with mill or clear anodic finish, or Stainless steel.
 - b. Corner Construction: Manufacturer's standard corner construction.

2.2 GLAZING GASKETS

- A. Compression Gaskets: Molded or extruded gaskets of material indicated below and of profile and hardness required to maintain watertight seal:
1. Neoprene.
 2. EPDM,
 3. Silicone.
 4. Thermoplastic polyolefin rubber,
 5. Any material indicated above.

2.3 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 3. VOC Content: For sealants used inside of the weatherproofing system, not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 4. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing

ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

2.4 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.5 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

2.6 INSULATING-GLASS UNITS

- A. Solar-Control Low-E Insulating-Glass Units:
 - 1. Overall Unit Thickness and Thickness of Each Lite: One (1") inch.
 - 2. Interspace Content: Argon.
 - 3. Outdoor Lite: Class 1 (clear) float glass, Kind FT (fully tempered).
 - 4. Indoor Lite: Class 1 (clear) float glass. Kind HS (heat strengthened).
 - 5. Low-E Coating: Sputtered on second surface, Solar-Ban 60 or equal.
 - 6. Visible Light Transmittance: 40 percent minimum.
 - 7. Winter Nighttime U-Factor: 0.31 maximum.
 - 8. Summer Daytime U-Factor: 0.32 maximum.
 - 9. Solar Heat Gain Coefficient: 0.40 maximum.
 - 10. Outdoor Visible Reflectance: 0.34 percent maximum.

2.7 SPANDREL GLASS UNITS

- A. Solar-Control Low-E Insulating-Glass Units:
 - 1. Overall Unit Thickness and Thickness of Each Lite: One (1") inch.

2. Interspace Content: Argon.
3. Outdoor Lite: Class 1 (clear) float glass, Kind FT (fully tempered).
4. Indoor Lite: Class 1 (clear) float glass. Kind HS (heat strengthened).
5. Spandrel Coating: On second surface, Opaci-coat 300 or equal, color to match glazing.
6. White Interglass film.
7. Visible Light Transmittance: Not Applicable.
8. Winter Nighttime U-Factor: 0.31 maximum.
9. Summer Daytime U-Factor: 0.32 maximum.
10. Solar Heat Gain Coefficient: 0.40 maximum.
11. Outdoor Visible Reflectance: 0.34 percent maximum.

PART 3 - EXECUTION

3.1 GLAZING

- A. General: Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
 1. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
 2. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
 3. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
 4. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
 5. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
 6. Provide spacers for glass lites where length plus width is larger than 50 inches.
 7. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- B. Gasket Glazing (Dry): Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
 1. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
 2. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing

bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

3. Install gaskets so they protrude past face of glazing stops.

3.2 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- B. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION 08800

SECTION 10200 - LOUVERS AND VENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fixed, aluminum louvers.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver blade rattle or flutter, or permanent damage to fasteners and anchors.

1. Wind Loads: 90 mph wind.

- B. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.

- C. Samples: For each type of metal finish required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum Extrusions: ASTM B 221, Alloy 6063-T5, T-52, or T6.

- B. Aluminum Sheet: ASTM B 209, Alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.

- C. Fasteners: Use types and sizes to suit unit installation conditions.

1. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.

2. For fastening galvanized steel, use hot-dip-galvanized steel or 300 series stainless-steel fasteners.
3. For fastening stainless steel, use 300 series stainless-steel fasteners.
4. For color-finished louvers, use fasteners with heads that match color of louvers.

D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.2 FABRICATION, GENERAL

- A. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
- B. Join frame members to each other and to fixed louver blades with welds, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.3 FIXED, EXTRUDED-ALUMINUM LOUVERS

A. Horizontal, Drainable-Blade Louver

1. Louver Depth: 4 inches
2. Frame and Blade Nominal Thickness: Not less than 0.060 inch for blades and 0.080 inch for frames.
3. Louver Performance Ratings:
 - a. Free Area: Not less 8.5 sq. ft. for 36-inch wide by 72-inch high louver.
 - b. Point of Beginning Water Penetration: Not less than 1000 fpm.
 - c. Air Performance: Not more than 0.10-inch wg static pressure drop at 800-fpm free-area velocity.

2.4 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.
- B. Louver Screen Frames: Same kind and form of metal as indicated for louver to which screens are attached.
- C. Louver Screening:
 1. Bird Screening: Stainless steel, 1/2-inch- square mesh, 0.047-inch wire.

2.5 ALUMINUM FINISHES

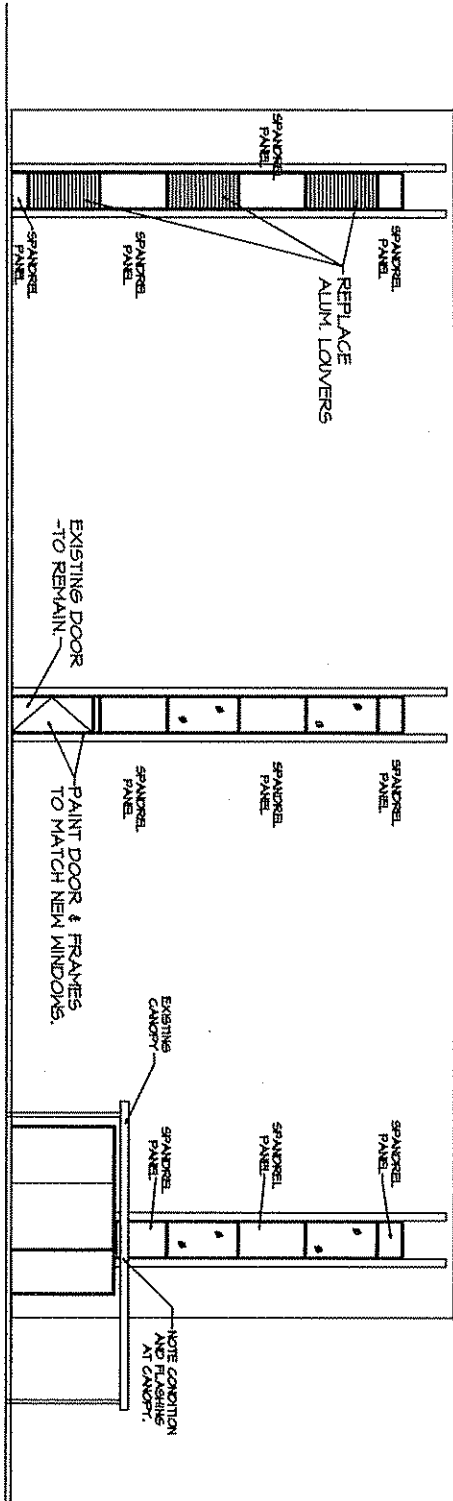
- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
 1. Color: To match aluminum window frame.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- D. Repair damaged finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory and refinish entire unit or provide new units.
- E. Protect galvanized and nonferrous-metal surfaces that will be in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint.

END OF SECTION 10200

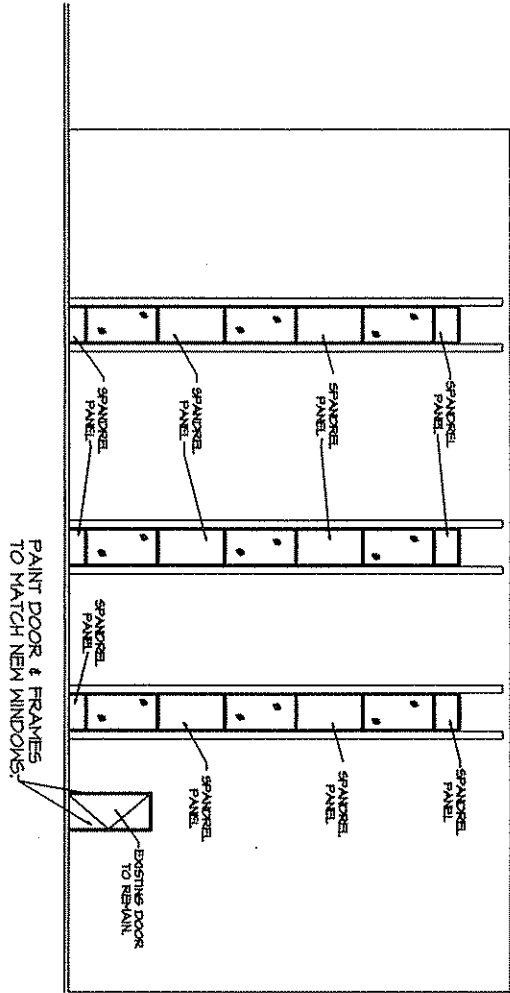
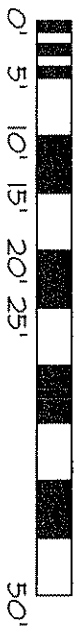


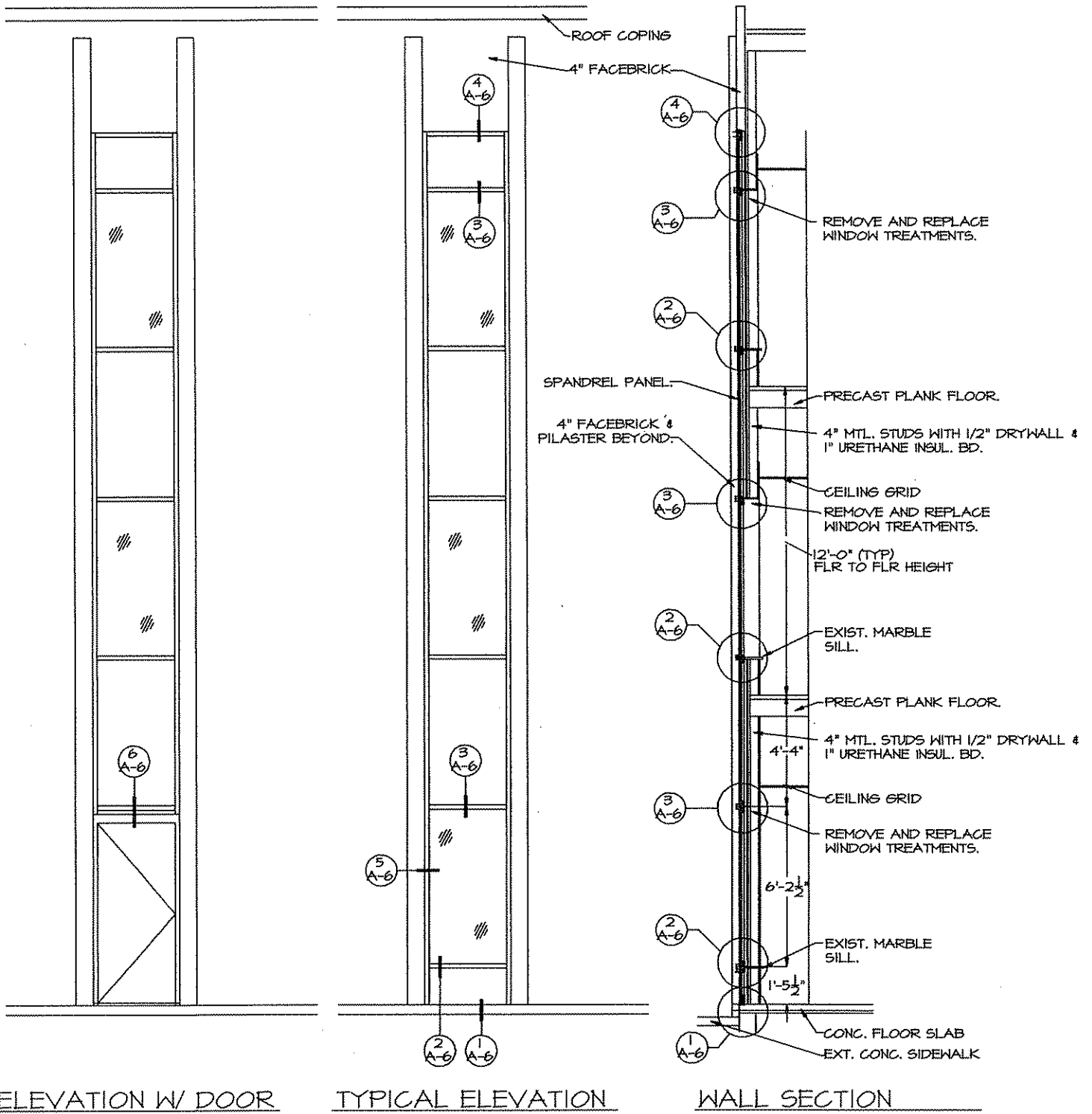
BUILDING 84
WEST ELEVATION

SKETCH A-3

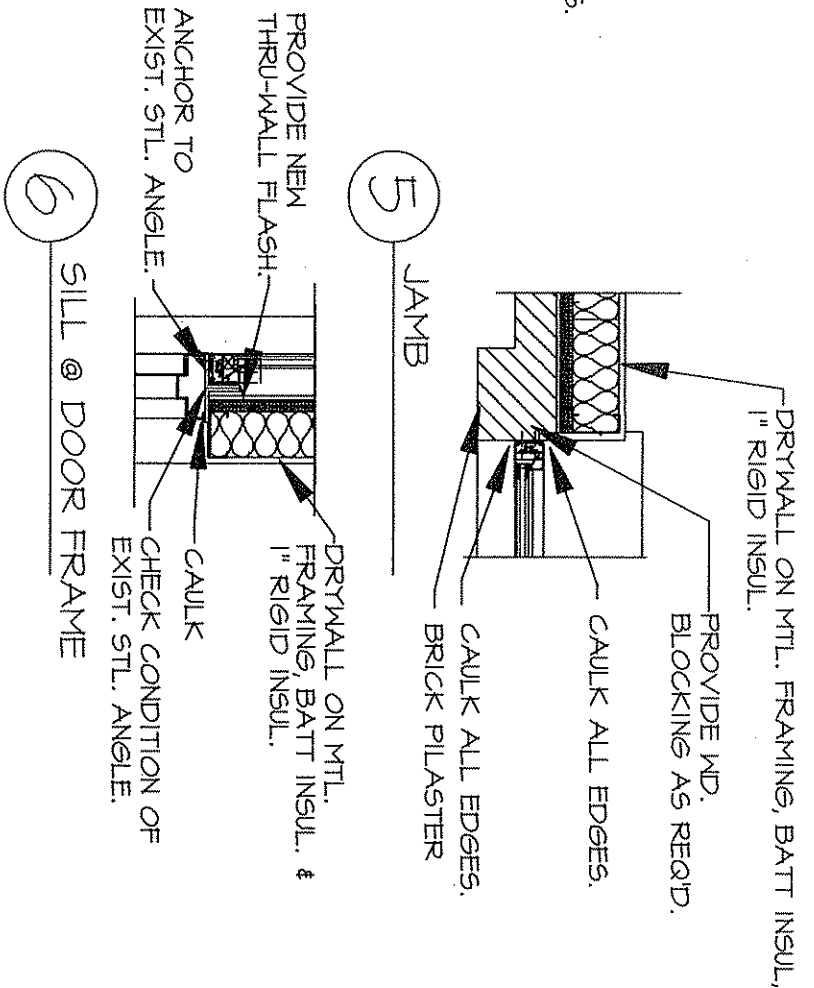
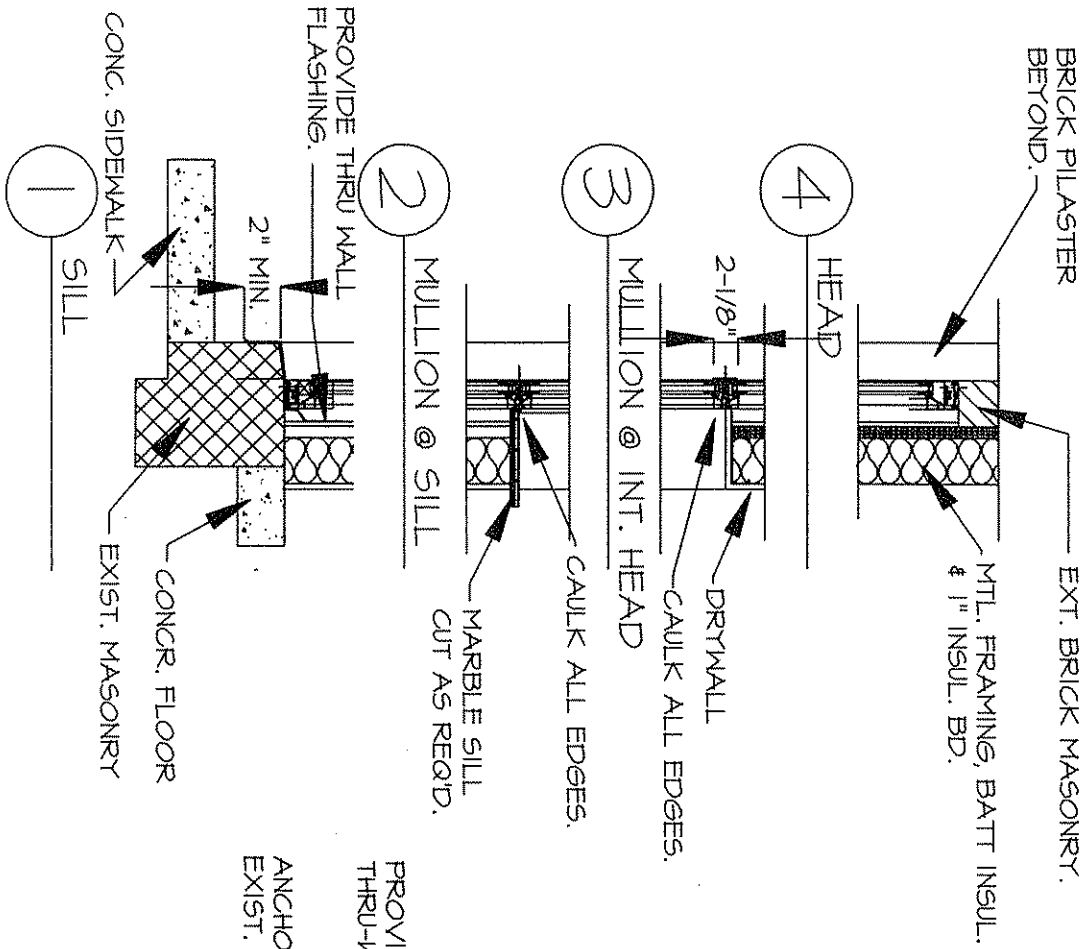


BUILDING 84
NORTH ELEVATION
SKETCH A-4





SKETCH A-5



SKETCH A-6

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.**

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 Obligee, in the penal sum of _____(K)_____
(\$ _____(L)_____) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____