



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  
**GSD106423**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

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VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2009				

BID OPENING DATE: **09/15/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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<p><b>BUILDING#29 HANGAR DOOR REPLACEMENTS</b></p> <p><b>REQUEST FOR QUOTATION (RFQ)</b></p> <p>THE WEST VIRGINIA STATE DIVISION OF PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIAL FOR THE REPLACEMENT OF (2) HANGAR DOORS IN BUILDING #29 LOCATED AT 502 EAGLE MOUNTAIN ROAD IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON SEPTEMBER 2, 2009 @ 10:00 AM AT HANGAR'S LOCATION IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						

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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."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in 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>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/04/09 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS 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>DUE TO THE NATURE OF THIS PROJECT, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO PROVIDE BONDS, INSURANCE, WORKER'S COMPENSATION, AND ALL OTHER REQUIRED DOCUMENTATION WITHIN 48 HOURS (2 BUSINESS DAYS) OF RECEIVED REQUEST. FAILURE TO PROVIDE ANY REQUIRED</p>						

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<p>DOCUMENTATION IN COMPLETE AND CORRECT FORM WITHIN THIS TIME PERIOD MAY RESULT IN THE DISQUALIFICATION OF THE VENDOR'S BID.</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 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL CONTRACTOR.</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>						

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<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 \$1,000,000.00.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. BONDS MUST BE</p>						

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<p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN</p>						

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<p>PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM 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</p>						

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	<p>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> <p>NO. 5            .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>					

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<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 style="text-align: center;">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>						

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<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>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**GSD106423**

PAGE  
**10**

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  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2009				

BID OPENING DATE: **09/15/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.: GSD106423		
				BID OPENING DATE: 09/15/2009		
				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:		
				-----		
				***** THIS IS THE END OF RFQ GSD106423 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

State of West Virginia  
Department of Administration

General Service Division  
Engineering Section

Building 29 –Aircraft Hangar Door Replacement

**REQUEST FOR QUOTATIONS #GSD106423  
AIRCRAFT HANGAR DOOR REPLACEMENT  
BUILDING 29 – 502 EAGLE MOUNTAIN ROAD  
CHARLESTON, WEST VIRGINIA**

Location: State Aircraft Hangar  
(West Virginia Building 29)  
502 Eagle Mountain Road  
Charleston, West Virginia

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

All inquiries for specification clarification shall be addressed to:

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

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide and install aircraft hangar doors (2) as described herein stated.

**Pre-Bid Meeting:**

**A mandatory pre-bid meeting for this project is scheduled for September 2, 2009 at 10:00 a.m. at the site.**

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Department of Administration

General Service Division  
Engineering Section

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**Scope:**

The work consists of removing the existing aircraft hangar doors and furnishing complete installation of the new replacement electrically operated bi-folding aircraft hangar doors (2) according to the specifications herein. Completed work will result in two (2) fully functional weathertight and watertight bi-folding aircraft hangar door systems. Contractor will have ninety (90) calendar days from the issuance of Notice to Proceed to satisfactorily complete the work described herein. Contractor must field verify all measurements prior to beginning work.

The state aircraft hangar shall remain in full operation during the course of this work. Work must be scheduled with prior coordination with the Owner or designated representative to minimize potential disruption to the secured area. If necessary for the contractors work schedule, Contractor will provide a secure door to maintain operational functions from the structure. The contractor shall maintain the building in a “dried-in” condition every evening prior to leaving the site and shall provide the telephone number of a contact person who is available twenty-four hours a day if a problem occurs. The contractor shall be responsible for damage to the building or materials resulting from leakage caused by the work or during his operations. Contractor will submit a project schedule showing the removal and replacement sequence, commencement and completion dates for each work phase as stated herein or on accompanying documents. The project work schedule shall be reviewed and approved in writing by the Owner or designated representative prior to commencement of the work. Contractor will coordinate the schedule around Owner’s work requirements.

The successful contractor shall be required keep the work area clean on a daily basis and remove associated debris from the site on a daily basis. Contractor will be responsible for furnishing dumpster for this project. Contractor will furnish all materials, labor, tools and equipment necessary to complete the work indicated by these specifications. The intent of this project is to provide a fully functional water and airtight hangar door system. Contractor will furnish any incidental work, materials, labor, tools and equipment that are necessary to complete the project, even if such incidental work is not explicitly included in the contract documents.

Note that the aircraft hangar and the space around the aircraft hangar are to be considered a secured area.

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This RFQ also incorporates the attached Specifications and Documents:

1. GSD106423 B29 Door Specifications
2. GSD106423 HOT WORK PERMIT  
(Must have Owners authorized signature prior to performing any work described herein)
3. GSD106423 Bid Form.

**General Conditions**

**Reference Requirement:**

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. The successful contractor 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

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Building 29 –Aircraft Hangar Door Replacement

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.

**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.

**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 from conformance 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.

**Limits of Work**

Work areas will be limited to those spaces required for access to the hangar doors.

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

**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.

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**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**

Building 29 is a secure facility. Successful 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 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



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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.

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Building 29 –Aircraft Hangar Door Replacement

**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: \_\_\_\_\_

Building 29 – Electrically Operated Aircraft hangar Door Replacement

GENERAL SERVICES DIVISION

ENGINEERING SECTION

BI-FOLDING AIRCRAFT HANGAR DOORS (2) SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and all RFQ documents apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Electrically operated bi-folding aircraft hangar door. (2) specifications.

1.3 DEFINITIONS

- A. Activation Device: Device that, when actuated, sends an electrical signal to the doors (2) operator to open the door.
- B. Safety Device: Device that prevents a door from opening or closing.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide electrically operated bi-folding aircraft hangar door assemblies (2) capable of withstanding structural loads based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

- B. Size: Approximately 60' W X 16' H (All measurements to be field verified)  
Mounting: Flush mount  
Type: Bi-Fold  
Lift Type: Strap  
Allowable Deflection: 1.50"
- C. Structural Loads:
  - 1. Wind Loads: 90 MPH.
  - 2. Seismic Loads: N/A.

1.5 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrically operated bi-folding aircraft hangar doors (2).
- B. Shop Drawings: Include plans, elevations, sections, details, hardware mounting heights, and attachments to other work.
  - 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 2. Wiring Diagrams: Power, signal, and control wiring.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Product Certificates: For each type of electrically operated bi-folding aircraft hangar doors (2), signed by product manufacturer.
- F. Qualification Data: For manufacturer.
- G. Field quality-control test and inspection reports.

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H. Caution Signs (3) "CAUTION AUTOMATIC DOOR."

(Drawings or mock-ups with dimensions and color scheme)

I. Electrical specifications for equipment and devices..

J. Maintenance Data: For door operators and control systems to include in maintenance manuals.

K. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation and maintenance of units required for this Project.

1. Maintenance Proximity: Not more than eight (8) hours' normal travel time from Installer's place of business to Project site.

B. Product Options: Specified product options of electrically operated bi-folding aircraft hangar door assemblies (2) are based on Owners requirements.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. Must field verify to make sure available electrical service and equipment will meet manufacturers requirements prior to fabrication or installation of electrically operated bi-folding aircraft hangar doors.

Existing aircraft hangar door electrical information:

Motor 120/208 Volt / 1 Phase / 5HP

(Replacement motor and other electrical devices and accessories are to meet or exceed manufacturer's requirements for smooth, functional and satisfactory operation).

Building 29 – Electrically Operated Aircraft hangar Door Replacement

- D. Pre-installation Conference: Conduct conference at Project site. Review methods and procedures related to electrically operated aircraft bi-folding hangar doors (2) including, but not limited to, the following:
  - 1. Review structural load limitations.
  - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review required testing, inspecting, and certifying procedures.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify openings to receive electrically operated bi-folding aircraft door assemblies (2) by field measurements before fabrication and indicate measurements on Shop Drawings.
  - 1. Established Dimensions: Establish opening dimensions from field verified measurements and proceed with fabricating electrically operated bi-folding aircraft hangar door assemblies (2) utilizing field measurements. Coordinate construction to ensure that actual opening dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Templates: Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing electrically operated bi-folding aircraft hangar doors (2) to comply with indicated requirements.
- B. Electrical System Roughing-in: Coordinate layout and installation of electrically operated bi-folding aircraft hangar door assemblies (2) with connections to power supplies any related security access control system.

1.9 WARRANTY

- A. Special Assembly Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of electrically operated bi-folding aircraft hangar door assemblies (2) that fail in materials or workmanship within specified warranty period.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Faulty operation of operators, controls, and hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  2. Warranty Period: Minimum of 2 years on electrically operated bi-folding aircraft hangar door assemblies and minimum of 5 years for electrically operated bi-folding aircraft hangar door straps from date of Substantial Completion.
- B. Special Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
1. Warranty Period: Minimum of 10 years from date of Substantial Completion.

1.10 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of electrically operated bi-folding aircraft hangar door assembly Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper electrically operated bi-folding aircraft hangar door assembly operation at rated speed and capacity. Provide parts and supplies same as those used in the manufacture and installation of original equipment.
1. Engage a certified inspector to perform safety inspection after each adjustment or repair, and at end of maintenance period. Submit completed inspection form to Owner.
  2. Perform maintenance, including emergency callback service, during normal working hours.
  3. Include 24-hour-per-day, 7-day-per-week emergency callback service.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

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: N/A
  
- B. Basis-of-Design Product: The design of electrically operated bi-folding aircraft hangar doors is based on Schweiss Bi-Fold Doors product information data. Subject to compliance with requirements the Owner will accept Schweiss electrically operated bi-folding aircraft hangar doors or approved equal.
  - 1. Electrically operated bi-folding aircraft hangar doors:
    - a. Schweiss Bi-Fold Doors or approved equal.

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  - 1. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
  - 2. Sheet, Plate and Structural Steel Tubing: ASTM B 209 (ASTM B 209M).
  - 3. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.

2.3 ELECTRICALLY OPERATED BI-FOLDING AIRCRAFT HANGAR DOOR ASSEMBLIES (2)

- A. General: Provide manufacturer's standard electrically operated bi-folding aircraft hangar door assemblies including doors, framing, headers, carrier assemblies, roller tracks, door operators, activation and safety devices, and accessories required for a complete installation.



Building 29 – Electrically Operated Aircraft hangar Door Replacement

1. Combination Activation and Safety Device: Combination motion/presence detector.
2. Activation Device: Push-button switch to activate door operator.
3. Safety Devices:
  - a. Two photoelectric beams mounted near floor to detect pedestrians or obstructions in presence zone and to prevent door from closing.
  - b. Warning lights and horn to alert pedestrians that the door(s) is operation mode.
  - c. Top override jiggle switches that disconnect power to door if upper limit fails or if limits are overridden.
  - d. Side latch jiggle switches that prevent the door from operating while the side latches are in a locked position.
  - e. Two - Button constant hold control station that requires the operator to hold the “up” or “down” control button or the door will not move in either direction. The operator must press either the “up” or “down” button for the door to operate.
  - f. Door base safety edge to be an electronically sensing switch mounted along bottom of door that automatically stops the door if it comes in contact with an obstruction. The door will automatically reverse to a fully open position. Safety edging must be capable of protecting the entire width of the door opening.
  - g. Emergency operation (backup) to allow for the manual operation of the door by the use of a hand crank in the event of a power outage. A disconnect device must be installed to prevent the motor from operating when manually operating the doors.
4. Finish: Exterior / Interior
  - a. Exterior side of doors (2) will match existing metal structure.
  - b. Interior side of doors (2) will include weather seal with hardboard insulation covered by an insulating blanket and inside liner for both the inside bottom half of the frame and the inside top half of the frame.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

2.4 COMPONENTS

- A. Framing and Truss Members: Manufacturer's standard as required to support imposed loads.
  - 1.
  
- B. Wind Rails / Column Followers / Continuous Wind Rails / Side Rails / Wind & Wall Pins: Manufacturer's standard.
  - 1. Wind Rails: Attached to side rails or when solid square columns are used.
  - 2. Column Followers: I-Beam columns to secure door in all positions.
  - 3. Continuous Wind Rails: Continuous safety wind rails attached to the side rails or solid square columns.
  - 4. Side Rail : Mount to the door jamb and are ¼" angle iron.
  - 5. Wind & Wall Pins: Center wind - pins of minimum 1" diameter.  
Wall pins - Install in door frame.

2.5 DOOR OPERATORS

- A. General: Provide door operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated.
  - 1. Door Operator Performance: Provide door operators that will open and close doors and maintain them in fully closed position when subjected to Project's design wind pressures.

2.6 HARDWARE

- A. General: Provide units in sizes and types recommended by electrically operated bi-folding aircraft hangar doors (2) and hardware manufacturers

Building 29 – Electrically Operated Aircraft hangar Door Replacement for entrances and uses indicated. Finish exposed parts to match door finish.

- B. Automatic Locking: Electrically controlled device mounted that automatically locks door when in closed position. Provide fail secure and failsafe operation if power fails.

## 2.7 FABRICATION

- A. General: Factory fabricate electrically operated bi-folding aircraft hangar door assembly components (2) to designs, sizes, and thicknesses indicated and to comply with indicated standards.

- 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.

- B. Framing: Complete fabrication, assembly, finishing, hardware application, and other work before shipment to Project site.

- 1. Fabricate tubular and channel frame assemblies with manufacturer's standard welded or mechanical joints. Provide subframes and reinforcement as required for a complete system to support required loads.
- 2. Perform fabrication operations in manner that prevents damage to exposed finish surfaces.
- 3. Form profiles that are sharp, straight, and free of defects or deformations.

- 4. Fabricate components with accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

5. Fabricate exterior components to drain water passing joints and condensation and moisture occurring or migrating within the system to the exterior.
  6. Provide anchorage and alignment brackets for support of assembly to the framing, trusses and doors.
- C. Doors: Factory fabricated and assembled as indicated. Reinforce as required to support imposed loads and for installing hardware.
- D. Door Operators: Factory fabricated and installed, including adjusting and testing.
- E. Hardware: Factory install hardware to the greatest extent possible; remove only as required for final finishing operation and for delivery to and installation at Project site. Cut, drill, and tap for factory-installed hardware before applying finishes.
1. Provide weather stripping on door, at all perimeter of doors.
- F. Activation and Safety Devices: Factory install devices.
1. Install photoelectric beams on doors, with dimension above finished floor as follows:
    - a. Top Beam: Manufacturers specifications where applicable.
    - b. Bottom Beam: Manufacturers specifications where applicable.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

Examine conditions, with Installer present, for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of electrically operated bi-folding aircraft hangar doors.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

3.2 INSTALLATION

- A. General: Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure nonmoving joints. Seal joints watertight.
  - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
  - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- B. Entrances: Install electrically operated bi-folding aircraft hangar doors (2) plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
  - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
  - 2. Set headers, carrier assemblies, tracks, operating brackets, and guides level and true to location with anchorage for permanent support.
  - 3. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
  - 4. Level recesses for any recessed thresholds using nonshrink grout where applicable
- C. Door Operators: Connect door operators to electrical power distribution system as specified.
- D. Activation and Safety Devices: Adjust devices to provide detection field and functions indicated.
- E. Sealants: Comply with manufacturers requirements to provide weathertight and watertight installation.
  - 1. Set framing members, thresholds, track systems, and any flashings in full sealant bed.
  - 2. Seal perimeter of framing members with sealant.
- F. Signage: Provide caution signs (3) on each electrically operated bi-folding aircraft hangar door (2), visible from both sides of door. Mount caution signs (3 exterior and 3 interior) with centerline 58 inches (1475 mm) above finished floor.

Building 29 – Electrically Operated Aircraft hangar Door Replacement

3.3 FIELD QUALITY CONTROL

- A. Inspector: Owner will approve Installer's certified inspector to test and inspect electrically operated bi-folding aircraft hangar doors (2) and prepare test and inspection reports.
- B. Testing Services: Certified inspector shall test and inspect electrically operated bi-folding aircraft hangar doors (2) to determine compliance of installed systems with applicable BHMA standards.
  - 1. Inspection Report: Certified inspector shall submit report in writing to Owner and Contractor within 24 hours after inspection.
- C. Repair or remove work where test results and inspections indicate that it does not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.4 ADJUSTING

- A. Adjust door operators, controls, and hardware for smooth and safe operation, for weathertight and watertight closure, and complying with requirements in BHMA A156.10.
- B. Lubricate operating hardware and other moving parts.
- C. Readjust door operators and controls after repeated operation of completed installation equivalent to 3 days' use by normal traffic (100 to 300 cycles). Lubricate hardware, operating equipment, and other moving parts.
- D. Occupancy Adjustment: When requested within 24 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to four visits to Project outside normal occupancy hours for this purpose.

Building 29 – Electrically Operated Aircraft hangar Door Replacement


3.5 CLEANING AND PROTECTION

- A. Clean all surfaces promptly after installation. Remove excess sealant compounds, dirt, and other substances. Repair damaged finish to match original finish.

3.6 DEMONSTRATION

- A. Engage a certified inspector to train Owner's maintenance personnel to adjust, operate, and maintain automatic entrance doors and door operators.

END OF BI-FOLDING AIRCRAFT HANGAR DOORS (2) SPECIFICATIONS

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A.**Purpose and Scope**

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

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

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

**2.0 References**

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

**3.0 Attachments**

- 3.1 Attachment 1: Hot Work Permit



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#### 4.0 Definitions

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

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4.10 Torch operation is a hot work operation where flammable gases are mixed with an oxidizer to create a flame (e.g., oxy-acetylene.)

4.11 Welding is a process that joins metals by heating them to a melting point and allowing them to fuse or flow together, sometimes with an intermediate or filler metal having a high melting point.

## B. PROCEDURE

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

### 4.12 Environmental Health and Safety Office

4.12.1 Review and update the West Virginia Capitol Hot Work Procedure to conform to current CFR standards.

4.12.2 Monitor compliance with standards set forth in the program by periodic inspections.

4.12.3 Assist Supervisors by providing training as set forth in procedure.

### 4.13 Project Managers

4.13.1 Oversee contractor work activities.

### 4.14 Supervisors

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

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

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

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

4.15 Employees

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

4.15.2 Obtain a hot work permit prior to starting work.

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

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

4.16 Fire Watch

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

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

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

## 5.0 Training

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

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

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5.2.1 Specific responsibilities as outlined in this procedure.

5.2.2 Training on the use of fire protection equipment.

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

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

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

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

## **6.0 Procedures**

### **6.1 General Requirements**

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

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

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

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

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

## 6.2 Hot Work Permit Instruction

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

### 6.2.1 Part 1

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

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

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

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

#### 6.2.2 Part 2

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

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

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

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

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



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

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

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

**D.**

**POSTING**

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

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

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

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

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

**Precautions**

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

**General Precautions**

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

**Precautions within 35 Feet of Work**

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

**Work on Walls or Ceilings**

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

**Work on Enclosed Equipment**

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

**Fire watch**

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

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

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

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

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

**Permission is granted for this Work**

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

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

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

**Final Check-Up**

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

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

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

State of West Virginia  
Department of Administration

General Service Division  
Engineering Section

Building 29 –Aircraft Hangar Door Replacement

**GENERAL SERVICES DIVISION  
AIRCRAFT HANGAR DOOR REPLACEMENT  
WEST VIRGINIA STATE STRUCTURE  
BUILDING 29 – 502 EAGLE MOUNTAIN ROAD  
CHARLESTON, WEST VIRGINIA**

**BID OR PROPOSAL**

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS 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 and specifications, hereby propose to furnish all materials, equipment, tools 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.)

State of West Virginia  
Department of Administration

General Service Division  
Engineering Section

Building 29 –Aircraft Hangar Door Replacement

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 Ninety (90) 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.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed shall be at the Bidder's risk.

**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

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).

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

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: \_\_\_\_\_