



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  
**HHR10025**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304 558 0067**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 OPERATIONS  
 VARIOUS LOCALES AS INDICATED  
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2009				

BID OPENING DATE: **10/06/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		295-70		
<p>*****            MANDATORY PRE-BID MEETING 9/16/2009 AT 10:00 AM IN THE            CONFERENCE ROOM AT PRESTERA CENTER FOR MENTAL HEALTH,            3375 US ROUTE 60, HUNTINGTON, WV 25705.            PLEASE NOTE: NO ONE PERSON MAY REPRESENT MORE THAN ONE            VENDOR..            *****            DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT AND BID BOND            ARE REQUIRED WITH BID SUBMISSION.            *****</p> <p>PROVIDE AND INSTALL A NEW HYDRAULIC ELEVATOR</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE ALL LABOR, EQUIPMENT, SUPPLIES, AND ANYTHING            INCIDENTAL TO THE CONSTRUCTION AND INSTALLATION OF A            NEW HYDRAULIC ELEVATOR AT PRESTERA CENTER FOR MENTAL            HEALTH AS SPECIFIED IN THE ATTACHED RFQ AND ATTACHMENTS</p> <p>ALL WORK SHALL BE COMPLETED WITHIN 150 CALENDAR DAYS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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 workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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>FROM RECEIPT OF THE NOTICE TO PROCEED.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/17/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE N VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

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<p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 150 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT UNLESS OTHERWISE SPECIFIED IN</p>						

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<p>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 IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEC., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION,</p>						

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

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<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <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>						

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<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p>						

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<p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <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>						

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<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----HHR10025-----</p> <p>BID OPENING DATE:-----10/06/2009-----</p>						

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<p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED</p> <p>***** THIS IS THE END OF RFQ HHR10025 ***** TOTAL: _____</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'

## REQUEST FOR QUOTATION

HHR10025

**1. GENERAL INFORMATION:**

- 1.1 The West Virginia Department of Health & Human Resources is requesting a quotation to provide all labor, equipment, supplies and anything incidental to the construction and installation of a new hydraulic elevator at the Prestera Center for Mental Health located at 3375 U.S. Route 60, Huntington, WV 25705 and as specified in the project drawings available from Adkins Design, 669 Clearview Heights, Charleston, WV 25312.
- 1.2 All work will be in compliance with the Fire Marshall regulations and all other building codes and industry standards. Final payment will be withheld if any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 There will be a mandatory on-site prebid conference scheduled at 10:00 AM on ~~9/16/2009~~ in the Prestera Center for Mental Health conference room.

**2. BIDDER REQUIREMENTS:**

- 2.1 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the vendor's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the demolition. Do not proceed until nonconforming conditions have been corrected.
- 2.2 All qualified bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, and supplies and to perform the work in accordance with the bidding documents within the time set forth below.

**3. SCOPE OF WORK:**

- 3.1 The one existing elevator is too small to meet ADA guidelines so an additional hydraulic elevator on the building exterior wall is planned and described per the project drawings available from Adkins Design, 669 Clearview Heights, Charleston, WV 25312.

**4. INSPECTION:**

- 4.1 Contractor shall inspect existing conditions governing this work before bidding to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

**5. SHOP DRAWINGS:**

- 5.1 Per the project drawings available from Adkins Design, 669 Clearview Heights, Charleston, WV 25312.

**6. TEMPORARY FACILITIES:**

- 6.1 The Owner will provide normal electrical and water supply from the currently installed respective system in the main facility for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the system is adequate for his requirements or supply additional temporary utility service at his own expense.
- 6.2 Any damage to the electrical or water system of the main facility resulting from misuse or abuse to the existing system shall be repaired or replaced by the contractor at no expense to the owner.

**7. COORDINATION OF WORK:**

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building maintenance supervisor shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

## **8. WARRANTY: (GUARANTEE)**

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable.
- 8.3 Insurance Requirements: The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall provide proof of insurance at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:
1. For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence.
  2. For property damage: A minimum of \$1,000,000.00 per occurrence.

## **9. PERMITS:**

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

## **10. CLEAN UP:**

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove all debris and rubbish from the work site.

## **11. WAGE RATES:**

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for Cabell County pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:  
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

**12. PAYMENT SCHEDULE:**

- 12.1 Based on a monthly progress payment schedule, the Contractor shall submit to the Architect one original invoice AIA Document G702 and G703 for the contracted work performed during the previous 30 day period subject to a 10% retainage. The Architect shall review and approve the invoice and send it to the owner for payment.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

**13. TERM OF WORK:**

- 13.1 All work shall be complete within 150 calendar days upon receipt of the Notice to Proceed.

**14. DELAYS AND EXTENSION OF TIME:**

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

**15. TOOLS AND EQUIPMENT STORAGE:**

- 15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

**16. SAFETY EQUIPMENT:**

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

**17. DAMAGES:**

- 17.1 Any damages occurring to the parking lot resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be

subject to the approval of the owner.

**18. SCHEDULE OF BID RESPONSES:**

18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described in the bidding document.

18.2 An add alternate is requested for the contractor to replace the existing aluminum storefront entrance and doors with new matching product in lieu of modifying existing.

BASE BID COST: \$ \_\_\_\_\_

ADD ALTERNATE BID: \$ \_\_\_\_\_

TOTAL COMBINED: \$ \_\_\_\_\_





**LARRY C. ADAMS, AIA**  
**ARCHITECT**  
 669 Charleston, WV 25310  
 FAX 304.344.2055  
 Email: ladam@adpdesign.com



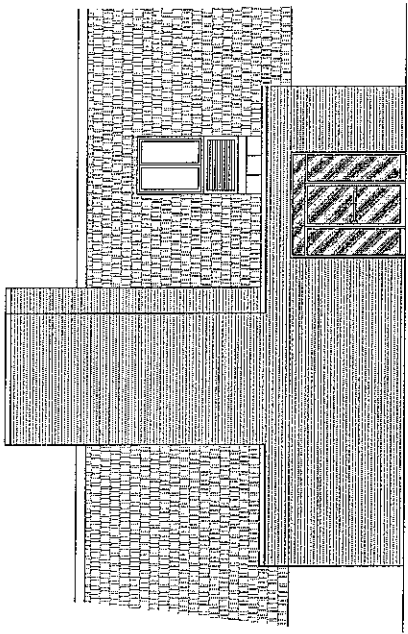
**PRESTERA CENTER**  
 FOR MENTAL HEALTH  
 Huntington, West Virginia

**ADMINISTRATIVE BUILDING**  
 RENOVATIONS  
 ELEVATOR ADDITION  
 ELEVATOR PLAN & ELEVATIONS

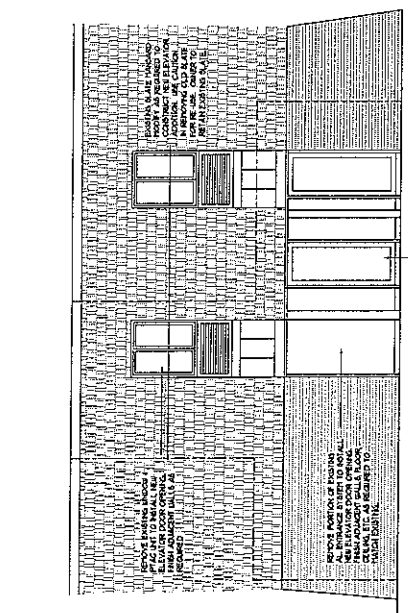
DATE	NO.	DESCRIPTION
07/28/09	1	REVISED

**GENERAL NOTES**

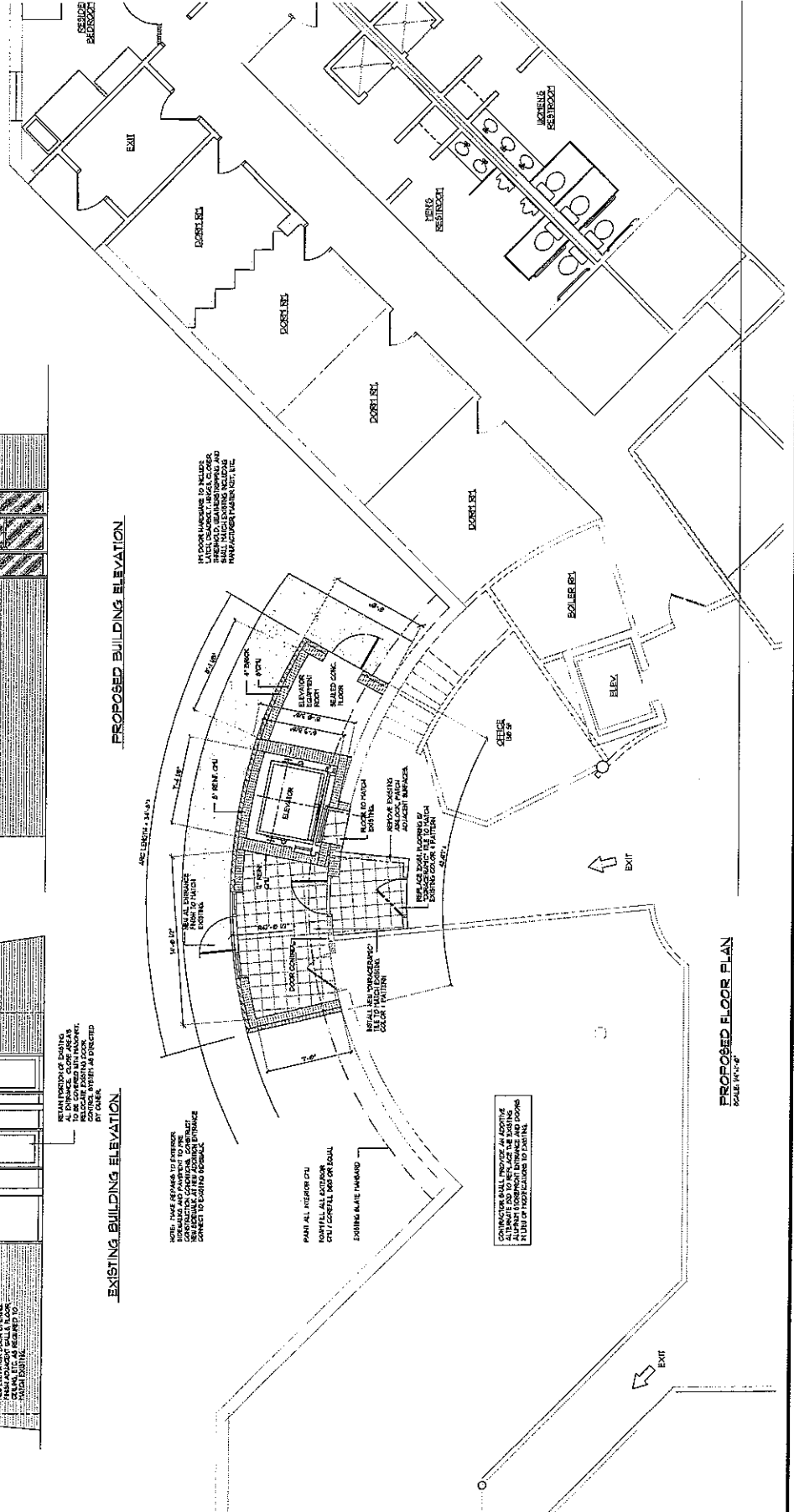
- THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR OBTAINING PERMITS OR INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
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**EXISTING BUILDING ELEVATION**




**PROPOSED BUILDING ELEVATION**




**PROPOSED FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

REVISED 07/28/09

A1



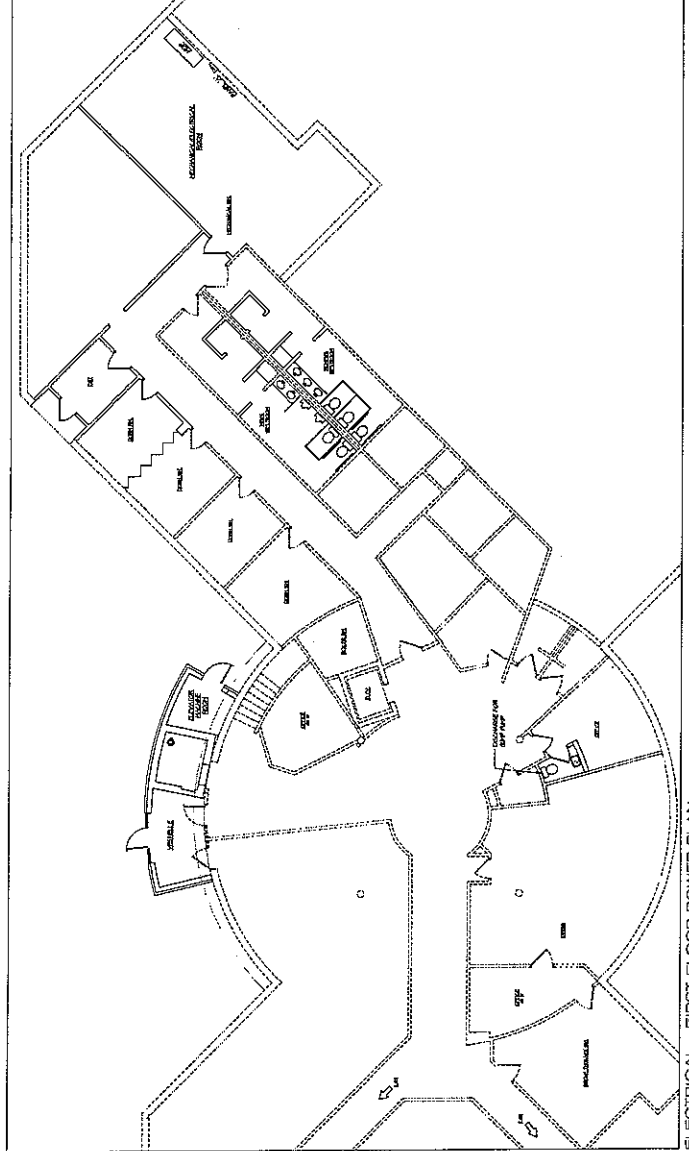
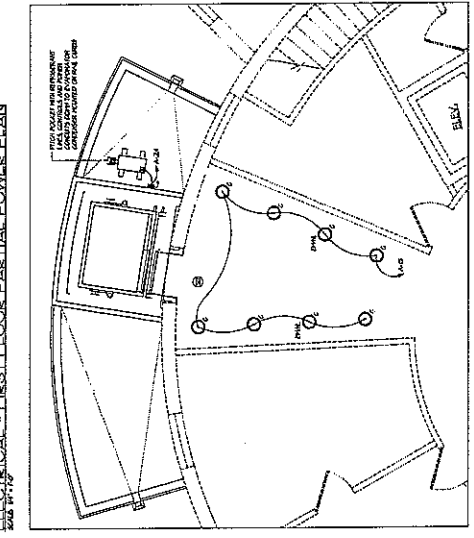
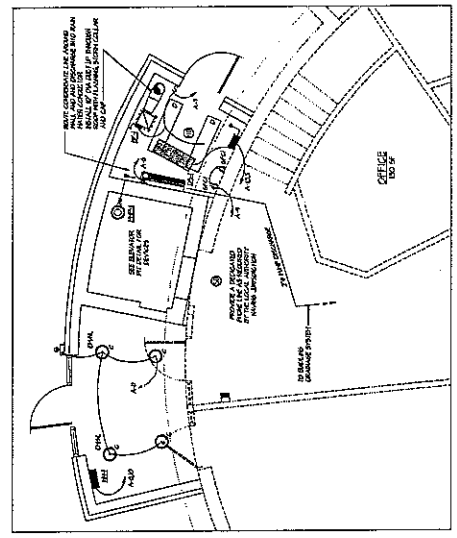
**ME Consulting, Inc.**  
1000 Boulevard  
Huntington, West Virginia



**PRESTERA CENTER**  
FOR MENTAL HEALTH  
Huntington, West Virginia

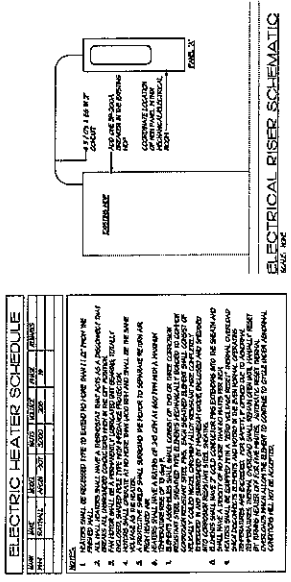
**ELECTRICAL**  
1ST & 2ND FLOOR  
PARTIAL POWER PLAN

DATE: 01/11/10  
DRAWN: J. DODD  
CHECKED: J. DODD  
PROJECT: 10-0000  
SHEET: 1 OF 10



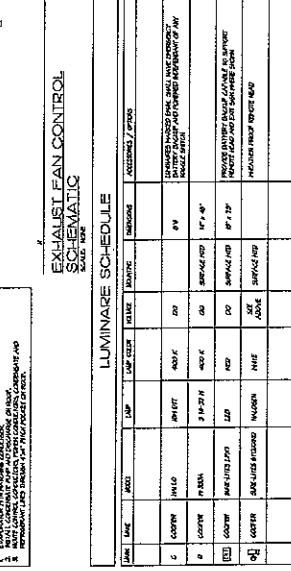
**PANEL 'A'**

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1	RECEPTION	3-PHASE	400A	RECEPTION
2	OFFICE	1-PHASE	100A	OFFICE
3	WAITING AREA	1-PHASE	100A	WAITING AREA
4	RECEPTION	3-PHASE	400A	RECEPTION
5	OFFICE	1-PHASE	100A	OFFICE
6	WAITING AREA	1-PHASE	100A	WAITING AREA
7	RECEPTION	3-PHASE	400A	RECEPTION
8	OFFICE	1-PHASE	100A	OFFICE
9	WAITING AREA	1-PHASE	100A	WAITING AREA
10	RECEPTION	3-PHASE	400A	RECEPTION
11	OFFICE	1-PHASE	100A	OFFICE
12	WAITING AREA	1-PHASE	100A	WAITING AREA
13	RECEPTION	3-PHASE	400A	RECEPTION
14	OFFICE	1-PHASE	100A	OFFICE
15	WAITING AREA	1-PHASE	100A	WAITING AREA
16	RECEPTION	3-PHASE	400A	RECEPTION
17	OFFICE	1-PHASE	100A	OFFICE
18	WAITING AREA	1-PHASE	100A	WAITING AREA
19	RECEPTION	3-PHASE	400A	RECEPTION
20	OFFICE	1-PHASE	100A	OFFICE
21	WAITING AREA	1-PHASE	100A	WAITING AREA
22	RECEPTION	3-PHASE	400A	RECEPTION
23	OFFICE	1-PHASE	100A	OFFICE
24	WAITING AREA	1-PHASE	100A	WAITING AREA
25	RECEPTION	3-PHASE	400A	RECEPTION
26	OFFICE	1-PHASE	100A	OFFICE
27	WAITING AREA	1-PHASE	100A	WAITING AREA
28	RECEPTION	3-PHASE	400A	RECEPTION
29	OFFICE	1-PHASE	100A	OFFICE
30	WAITING AREA	1-PHASE	100A	WAITING AREA



**EXHAUST FAN SCHEDULE**

NO.	DESCRIPTION	TYPE	SIZE	LOCATION
1	RECEPTION	3-PHASE	400A	RECEPTION
2	OFFICE	1-PHASE	100A	OFFICE
3	WAITING AREA	1-PHASE	100A	WAITING AREA
4	RECEPTION	3-PHASE	400A	RECEPTION
5	OFFICE	1-PHASE	100A	OFFICE
6	WAITING AREA	1-PHASE	100A	WAITING AREA
7	RECEPTION	3-PHASE	400A	RECEPTION
8	OFFICE	1-PHASE	100A	OFFICE
9	WAITING AREA	1-PHASE	100A	WAITING AREA
10	RECEPTION	3-PHASE	400A	RECEPTION
11	OFFICE	1-PHASE	100A	OFFICE
12	WAITING AREA	1-PHASE	100A	WAITING AREA
13	RECEPTION	3-PHASE	400A	RECEPTION
14	OFFICE	1-PHASE	100A	OFFICE
15	WAITING AREA	1-PHASE	100A	WAITING AREA
16	RECEPTION	3-PHASE	400A	RECEPTION
17	OFFICE	1-PHASE	100A	OFFICE
18	WAITING AREA	1-PHASE	100A	WAITING AREA
19	RECEPTION	3-PHASE	400A	RECEPTION
20	OFFICE	1-PHASE	100A	OFFICE
21	WAITING AREA	1-PHASE	100A	WAITING AREA
22	RECEPTION	3-PHASE	400A	RECEPTION
23	OFFICE	1-PHASE	100A	OFFICE
24	WAITING AREA	1-PHASE	100A	WAITING AREA
25	RECEPTION	3-PHASE	400A	RECEPTION
26	OFFICE	1-PHASE	100A	OFFICE
27	WAITING AREA	1-PHASE	100A	WAITING AREA
28	RECEPTION	3-PHASE	400A	RECEPTION
29	OFFICE	1-PHASE	100A	OFFICE
30	WAITING AREA	1-PHASE	100A	WAITING AREA



**NOTES:**

1. ALL DIMENSIONS UNLESS OTHERWISE SHOWN ARE IN FEET AND INCHES.
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
5. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
7. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
8. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
9. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
10. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.





Larry C. Adkins, AIA  
669 Chestnut Hill  
Charleston, WV 25312  
Tel: 304-744-2222  
Fax: 304-744-2223



PRESTERA CENTER  
FOR MENTAL HEALTH  
Huntington, West Virginia

ADMINISTRATIVE BUILDING  
RENOVATIONS  
ELEVATOR ADDITION  
STRUCTURAL DETAILS & NOTES

DATE	DESCRIPTION
11/15/00	ISSUED FOR PERMIT
11/15/00	ISSUED FOR PERMIT
11/15/00	ISSUED FOR PERMIT
11/15/00	ISSUED FOR PERMIT

**GENERAL NOTES**

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING STRUCTURE. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

2. ALL REINFORCEMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACI 318 BUILDING CODE AND THE LATEST EDITIONS OF THE ACI 308 CONCRETE MANUAL.

3. ALL WELDED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AWS D1.1 WELDING CODE.

4. ALL WELDED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AWS D1.1 WELDING CODE.

5. ALL WELDED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AWS D1.1 WELDING CODE.

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8. ALL WELDED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AWS D1.1 WELDING CODE.

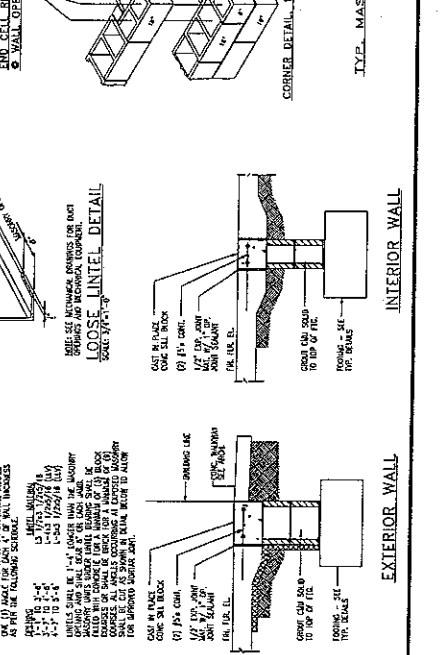
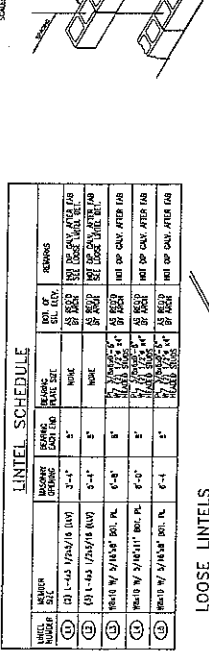
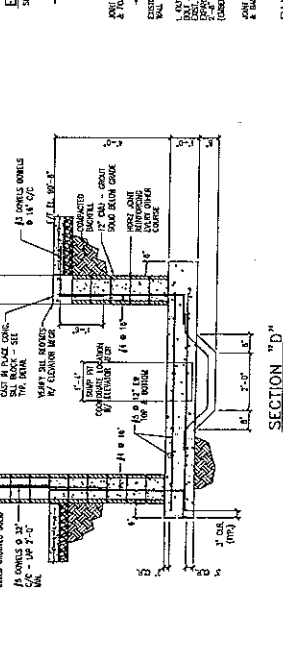
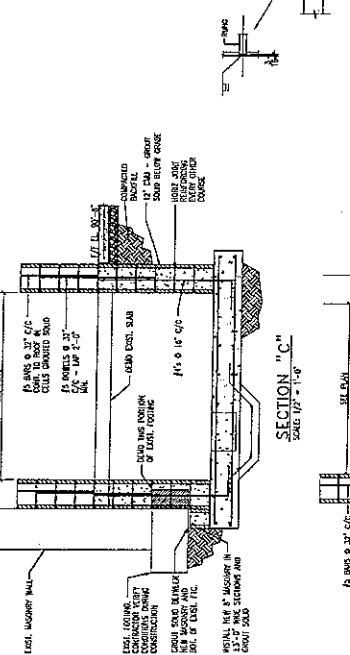
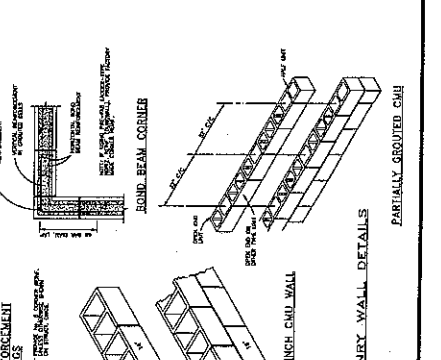
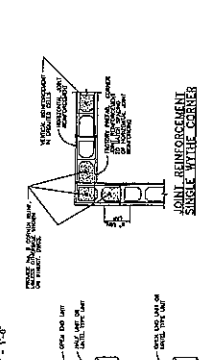
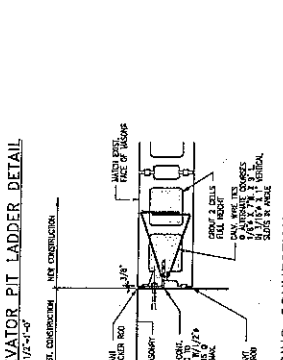
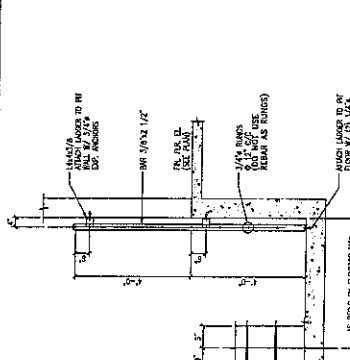
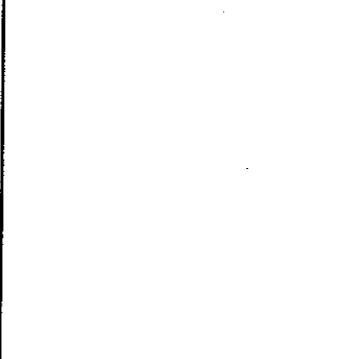
9. ALL WELDED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AWS D1.1 WELDING CODE.

10. ALL WELDED CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AWS D1.1 WELDING CODE.

**DESIGN LOADS**

DEAD LOAD - 150 PSF  
LIVE LOAD - 100 PSF  
WIND LOAD - AS PER ASCE 7-02  
SEISMIC LOAD - AS PER ASCE 7-02

FOR FURTHER INFORMATION, SEE DRAWINGS FOR SPECIFICATIONS AND NOTES.



DATE	NO.	DESCRIPTION

SCALE: 1/8" = 1'-0"

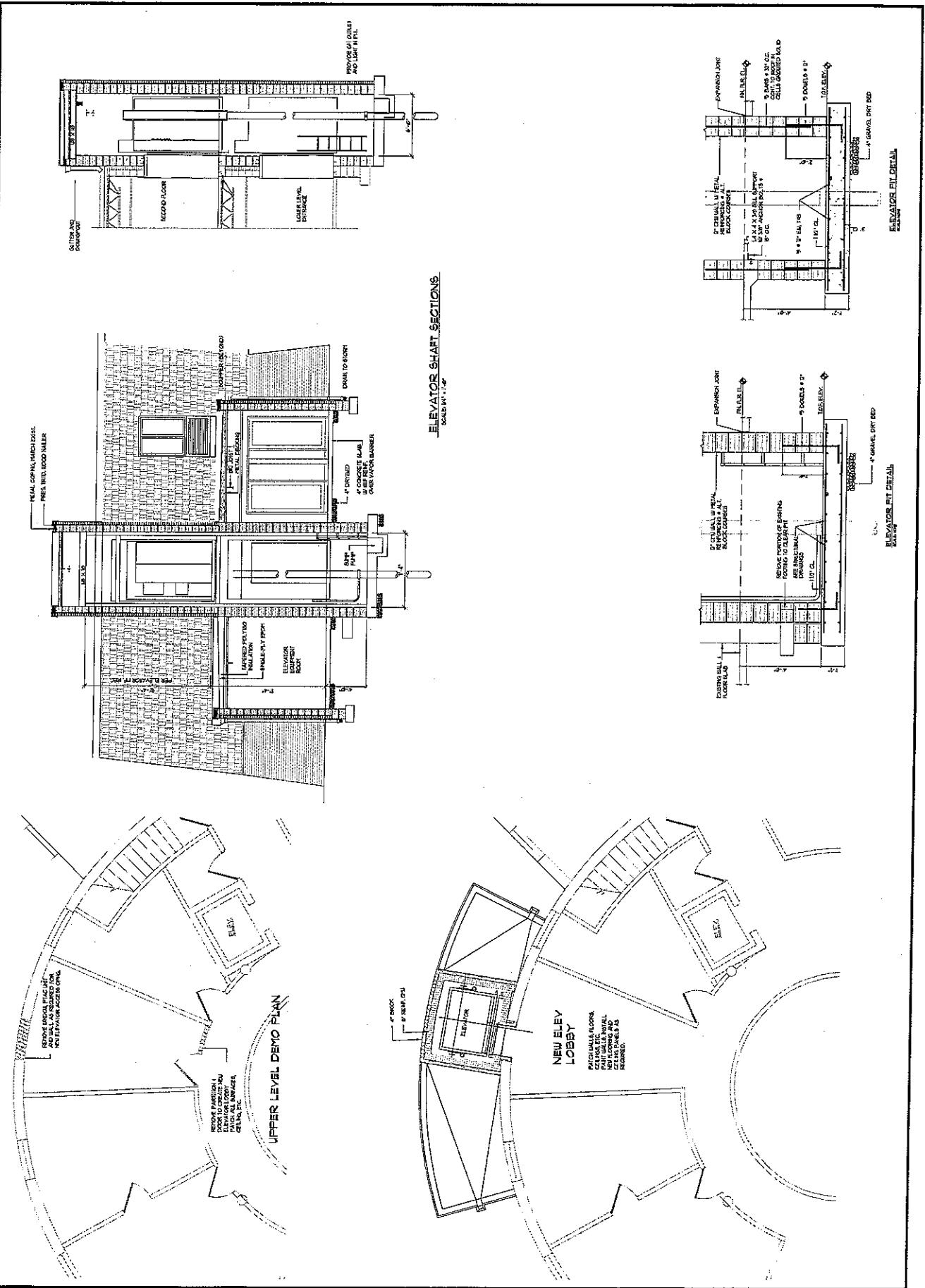
A2

ADMINISTRATIVE BUILDING  
 RENOVATIONS  
 ELEVATOR ADDITION  
 PLANS & SECTIONS

PRESTERA CENTER  
 FOR MENTAL HEALTH  
 Huntington, West Virginia



LARRY C. ADKINS, AIA  
 ARCHITECT  
 659 Clearview Heights  
 Charleston, WV 25312  
 FAX: 304-444-1193  
 Cell: 304-444-1193  
 Email: lcadkins@lcadkins.com



ELEVATOR SHAFT SECTIONS  
 SCALE: 1/4" = 1'-0"

UPPER LEVEL DEMO PLAN

NEW ELEV LOBBY

ELEVATOR PIT DETAIL

ELEVATOR PIT DETAIL - SHOWN



# Triad Environmental Consulting, Inc.

Corporate Office ▲ 309 3rd Avenue ▲ Huntington, WV 25701  
Phone (304) 523-2195 ▲ Fax (304) 523-2197

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

Tested for: Pretera Center For Mental Health Services, Inc  
3375 U.S. Route 60 East  
Huntington, WV 25705

Project Number: 007-0937  
Triad Report No: 10002

Report for: Carlis Spaulding  
Job Location: 3375 Rt, 60 East - Huntington, WV  
Method: PLM with Dispersion Staining

Date Received: 5/1/2009  
Date Analyzed: 5/1/2009

Analyst: R. A. Greenwell

Partial duplication strictly forbidden.

Page 1 of 2

Sample: 01      Homogeneous: Yes      Color: Black      Lab No : 102838		
Location: Main Entrance, Slate Siding Under the Over-hang		
Comments: Caulking/Glazing		
ASBESTOS	FIBROUS	OTHER MATERIALS
<b>None Detected</b>		Non-Fibrous      100%
Sample: 02      Homogeneous: Yes      Color: Gray      Lab No.: 102839		
Location: Main Entrance, Vertical Slate Between 1st & 2nd Floor Windows		
Comments: Caulking/Glazing		
ASBESTOS	FIBROUS	OTHER MATERIALS
Chrysotile      7 - 9 %		Non-Fibrous      91 - 93 %
Sample: 03      Homogeneous: Yes      Color: Brown      Lab No : 102840		
Location: Main Entrance, Behind Slate Siding		
Comments: Felt Paper		
ASBESTOS	FIBROUS	OTHER MATERIALS
<b>None Detected</b>	Cellulose      59 - 61 %	Non-Fibrous      39 - 41 %

These results relate only to the samples included in this report

*R. A. Greenwell*

**Reviewed by Analyst**

*Brian E. Halligan*

**Manager, Asbestos Dept.**

TEC, Inc. participates in the American Industrial Hygiene Association Laboratory Quality Assurance Program (Laboratory ID: 100935) for Fiber Counting (Detection Limit = 10 Fibers) using NIOSH 7400 Method Issue 2, 15 Aug 1994. Field samples are not part of our accreditation. TEC, Inc. also participates in the National Voluntary Laboratory Accreditation Program (NVLAP Lab Code: 102073-0) using the Bulk analysis Method: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (40 CFR ch.1 pt. 763, App A to Subpart F 7/1/87). In accordance with NVLAP criteria, no product endorsement is given by NVLAP or any other U.S. Government Agency. Bulk asbestos analysis percentages are approximate; the method detection limit = 1%. This report shall not be reproduced except in full, without the written approval of the laboratory.



# Triad Environmental Consulting, Inc.

Corporate Office ▲ 309 3rd Avenue ▲ Huntington, WV 25701  
 Phone (304) 523-2195 ▲ Fax (304) 523-2197

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

Tested for: Pretera Center For Mental Health Services, Inc.  
 3375 U.S. Route 60 East  
 Huntington, WV 25705

Project Number: 007-0937  
 Triad Report No: 10002

Report for: Carlis Spaulding  
 Job Location: 3375 Rt. 60 East - Huntington, WV  
 Method: PLM with Dispersion Staining

Date Received: 5/1/2009  
 Date Analyzed: 5/1/2009

Analyst: R. A. Greenwell

Partial duplication strictly forbidden.

Page 2 of 2

Sample: 04	Homogeneous: Yes	Color: Gray	Lab No.: 102841
Location: Main Entrance, Slate Sliding			
Comments: Slate			
ASBESTOS		FIBROUS	OTHER MATERIALS
None Detected			Non-Fibrous 100%

These results relate only to the samples included in this report

**BID BOND**

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

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

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**



**BID BOND PREPARATION INSTRUCTIONS**

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
Surety

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E),  
as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
\_\_\_\_\_ (H), a corporation organized and existing under the laws  
of the State of \_\_\_\_\_ (I) with its principal office in the City of  
\_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
of West Virginia, as 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)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Must be President or  
Vice President)  
\_\_\_\_\_  
Title

Surety Corporate Seal

(U)

\_\_\_\_\_  
(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 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: \_\_\_\_\_