



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
DEFK11004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

RFQ COPY
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VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2010				

BID OPENING DATE: 09/01/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, IS SOLICITING BIDS FOR THE CONSTRUCTION OF A PARKING LOT AT CAMP DAWSON, IN PRESTON COUNTY, WV 26537 PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/05/10 AT 10:00 AM AT CAMP DAWSON, 1001 ARMY RD. KINGWOOD, WV 26537 ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN 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 MANDATORY 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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2

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<p>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>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 08/11/10 @ 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

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<p>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 PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B</p>						

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PAGE
4

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<p>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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000</p>						

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 5

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<p>POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM</p>						

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PAGE
 6

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<p>AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1</p>						

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7

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	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B</p>						

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<p>MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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9

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: DEFK11004</p> <p>BID OPENING DATE: 09/01/2010</p> <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>						

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 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEFK11004

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

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DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2010				

BID OPENING DATE: 09/01/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ DEFK11004 ***** 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'

WEST VIRGINIA ARMY NATIONAL GUARD

CONSTRUCTION STATEMENT OF WORK

STF

NEW MOTOR POOL PROJECT

CAMP DAWSON TRAINING SITE COMMAND

Preston County

Kingwood, West Virginia 26537

1 July 2010

Prepared by: TSC Post Engineering
West Virginia Army National Guard
Camp Dawson, 1001 Army Road
Kingwood, West Virginia 26537

1.0 INTRODUCTION

The Camp Dawson Student Training Facility is in need of an additional Motor Pool for Student Vehicles

2.0 GEOGRAPHIC SCOPE

The Camp Dawson Training Site Command (CDTSC), a WVARNG facility, is a 4,125.08 acre, state-managed, military training area located in Central Preston County, northeastern West Virginia, approximately two miles east of Kingwood. The CDTSC is located in mountainous terrain along the Cheat River Drainage Area. CDTSC provides training facilities for all branches of the military, federal and local law enforcement, and any other agency in need of the types of training facilities CDTSC has to offer. This includes live-fire ranges, obstacle courses, land navigation, leadership reaction courses, and engineer earth moving equipment operator training. Non-military activities include such public recreational activities such as hunting/fishing and horseback riding. Timber management is provided via a long-term lease with a local private wood products company. The undeveloped areas are used primarily for land navigation, field training exercises, and dismounted maneuvers. Dominant vegetation associations include mixed mesophytic forests of colluvial slopes, successional forests of low elevation plateaus, mixed montane hardwood forest, old fields, sub-xeric oak forests, and successional floodplain forests.

3.0 SCOPE / OBJECTIVE

This SOW outlines the construction work to be performed as stated in the introduction. The attached plans show the limits of construction and design of the motor pool, fencing, curbing, draining, grading, and lighting.

4.0 REQUIREMENTS AND SPECIFICATIONS.

The Contractor shall furnish all labor, materials, equipment, technical expertise, sub-contracts, quality control, and personnel needed to accomplish the objective described in this scope of work.

This project is to construct a motor pool for military vehicles adjacent to the existing motor pool at Bldg C to accommodate 31 additional vehicles. The stone already in place will be removed, stockpiled, and reused.

The ground will be excavated 19 inches below finished grade, which will be finished with 10 inches of 3 inch stone placed on geo-textile mat. Pavement will be 6" stone base course with a 3" wear surface. The target percentage of density of the base and wearing course shall be 96 percent. Compaction shall be inspected at 5 random locations and shall be considered satisfactory so long as the averages of all five consecutive compaction results are equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Excavation is to continue beyond the perimeter of the parking area an additional 3' to create a free drain. In this 3' boundary, centrally install a 6" French drain which is to be day lighted on the west side of the motor pool. This French drain is to also be tied into the 12" drain exiting the northeast corner of the motor pool.

The elevation of the parking area at the perimeter and the center island will be the same with the surface sloped toward two 3'X3'X3 drop inlets as indicated on the drawing. These inlets will be installed with a 2% drop in elevation from the existing paved road directly to the east of the new motor pool. These drains will be connected together and tied in to the curb drain at the southeast corner of Bldg C. The inlets will be of the type of construction to withstand vehicular traffic. If the contractor determines that the specified elevation is such that it will not drain to the existing curb drain, then the contractor will consult with a representative from Post Engineering to determine the elevation of the inlets.

Dirt removed will be used for finish grade outside the parking area; if necessary, a dump site on Camp Dawson will be made available for any soil not reused at the site. All areas outside the parking area will be covered with a minimum of 6 inches of dirt to form a gentle slope for mowing with all present lawn equipment. The previously excavated entrance which runs to the road to the east of the motor pool is to be filled in with soil from the site, seeded, and mulched.

On the north and south ends of the motor pool a 3' wide curb is to be poured as indicated in the drawings. Curbs on the east and south ends of the motor pool are to be poured as indicated in the drawings. Curb lengths on all sections are to be poured in 10' lengths and separated with ½" bituminous expansion joint sealed with NP1 or equivalent to a depth of 1".

A security fence is to be constructed around the motor pool, 10' from the edge of the pavement. All fencing will match the present fence at the Bldg C motor pool. The existing 6' fence on the south side of the existing motor pool is to be removed (all fence material removed is to be retained by the Student Training Facility). The new fence posts will be installed to a depth of 3 feet centered in 12" of concrete. At the base of the fence, emplace a concrete strip at grade level, 12" wide by 3½" deep with the fence posts placed in the center of the concrete.

There will be a 30 foot space between the present parking area and the new parking area. Cover this area with geo-textile mat and cover it with the stockpiled 3" stone. Any remaining stone is to be used in the construction of the motor pool. The entrance to the new motor pool where it crosses this 30 foot space is to be covered with concrete, poured in 4 sections, 7'6" long by 12 feet wide, by 6" thick with fiberglass reinforcement. Use ½" bituminous expansion joint between each pour. The expansion joints will be caulked with NP1 or equivalent to a depth of 1 inch.

The center island is to be 10'X63', with the radii at each end having a middle ordinate of 18". The island is to be located centrally from the perimeter of the motor pool. The island is to be 4" thick poured in 5 equal lengths with ½" bituminous expansion joint between each pour caulked with NP1 or equivalent to a depth of 1 inch. The island will have a minimum of 4" of porous aggregate beneath. 2 light poles mounted on 24" concrete columns as shown in the drawings are to be located at the second stripe of the first parking space from each end of the island and are to match existing lights. Electricity for these lights will come from existing lights in the present motor pool. All wires will be run in Schedule 40 PVC conduit and buried 24 inches below grade.

A. Use the following WVDOH approved mix designs for this project:

- i. Marshall HMA Base 2
- ii. Marshall HMA Wearing 1

B. Curbs/sidewalks/entrance/columns are to be 4000 psi concrete with fiberglass reinforcement, per A.C.I. – latest edition,

Any other area disturbed by the contractor as a necessity to facilitate the construction of the motor pool will be seeded and mulched prior to completion and final pay.

Specifications for the construction are to be in accordance with the construction drawings and specifications provided or by the instruction/guidance of the Construction Facilities Management Office and/or Camp Dawson Engineering.

Wages are to be in accordance with the Bacon-Davis prevailing wage scale.

Date of authorization to proceed: TBD

Quality control will be provided primarily by the Contractor and secondarily by the WVARNG CD Post Engineering office. All work will meet applicable NEC, NFPA, local, and national building codes.

The work shall include but not be limited to the construction of the STF motor pool, fence, and lighting. All electrical work will be in accordance with applicable NEC and NFPA building codes.

Final Deliverables:

1. The motor pool is to be constructed within the parameters described in this SOW.
2. Contractor is responsible for clean up and disposal of all debris.
3. Contractor is responsible for any landscaping needs due to construction.

5.0 WVARNG FURNISHED INFORMATION AND MATERIAL

The WVARNG will provide assistance to the Contractor in working with the Camp Dawson Student Training Facility in resolving construction issues as they relate to the STF.

6.0 MEETINGS AND REVIEWS

Prior to initiation of work, the Camp Dawson Engineering Office shall meet with the Contractor to coordinate the work plan. Aside from the fieldwork portion of the contract, the Contractor shall meet with Post Engineering once every two weeks during the contract period for a contract performance related meeting and provide Post Engineering with copies of minutes from the previous weeks' meeting.

7.0 SPECIAL CONSIDERATIONS

The Contractor shall coordinate all work with the Camp Dawson staff, to include post engineering staff, post maintenance, post operations, and Post Security. This also includes scheduling work to avoid conflicts with post operations and other offices to ensure the safety of all members of work parties. This will also facilitate access to restricted areas.

All personnel, equipment, materials, and sub-contractors must be registered with Camp Dawson Security for access to Camp Dawson and will be coordinated through Post Engineering. Failure to coordinate this with Post Engineering will result in personnel being refused access to Camp Dawson. Camp Dawson Post Engineering must be notified at least two days prior to any delivery. Failure to do so will result in delivery delay or being refused access.

Contractor is responsible for repairing/replacing any damaged equipment, facilities, or material of the WVARNG where such damage is proven to be due to the negligence of the Contractor, sub-contractors, or delivery personnel. Contractor is also responsible for ensuring that persons who are injured while working at Camp Dawson and such injury is proven to be due to the negligence of the contractor, sub-contractors, or delivery personnel, that the injured party receives the appropriate medical care.

It is the Contractor's responsibility to conduct all activities in a manner that ensures the safety of crewmembers and avoids damage to vehicles and property of the WVARNG.

8.0 PERIOD OF SERVICE

Total allowable time to complete contract: 90 days from notice to proceed.

9.0 FINAL INSPECTION AND ACCEPTANCE

A representative from Post Engineering will inspect and accept all work performed under this statement of work. Inspectors are 1LT Donald Weaver, SFC Harrison Cogar, or SGT Mike Cochran.

10. POINTS OF CONTACT

1LT Donald Weaver, 304-791-4333, SFC Harrison Cogar 304-791-4478, SGT Mike Cochran 304-791-4478

11.0 PAYMENT INFORMATION AND DELIVERABLE SCHEDULE

The Contractor will use AIA Document G702/G703 for applications of payment for each bid item less 10% retainage. The final payment will be available for issue upon receipt and acceptance of the final completion of the restoration work. The Contractor will request payment by submitting detailed invoices, *in quintuplicate*, to HQ, WVARNG, ATTN: WVAR-F-EP, 1703 Coonskin Drive, Charleston, WV 25311-1085. A single copy of detailed invoices will be provided to Post Engineering.

12.0 LIST OF ASSUMPTIONS

The Contractor's cost estimate to execute this SOW should be contingent upon the following assumptions:

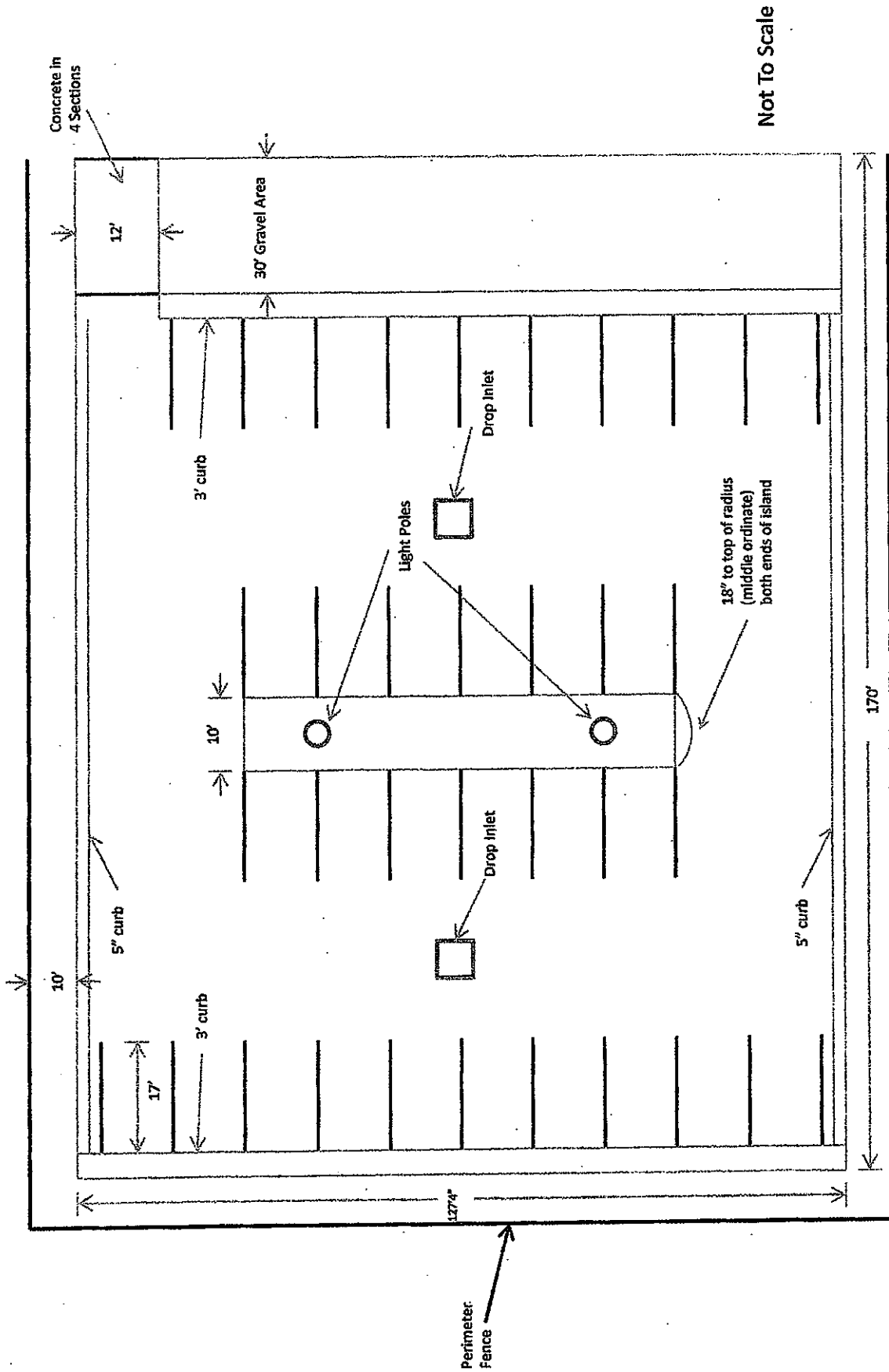
- Camp Dawson will provide the Contractor with available copies of existing documents, data, figures, and maps related to the preparation and completion of the construction work that are available.
- Camp Dawson will identify and designate specific points-of-contact (POCs) for the Contractor to facilitate data gathering and communication.
- Camp Dawson will schedule the meetings identified in this SOW and be responsible for contacting and coordinating appropriate WVARNG personnel.
- The Contractor will secure any and all permits and licenses necessary to begin construction prior to signing the notice to proceed.
- Contractor will maintain a safe and hazard free worksite at all times.
- Camp Dawson may permit upon review the extension of deliverable time lines due to training events that may prohibit area access.

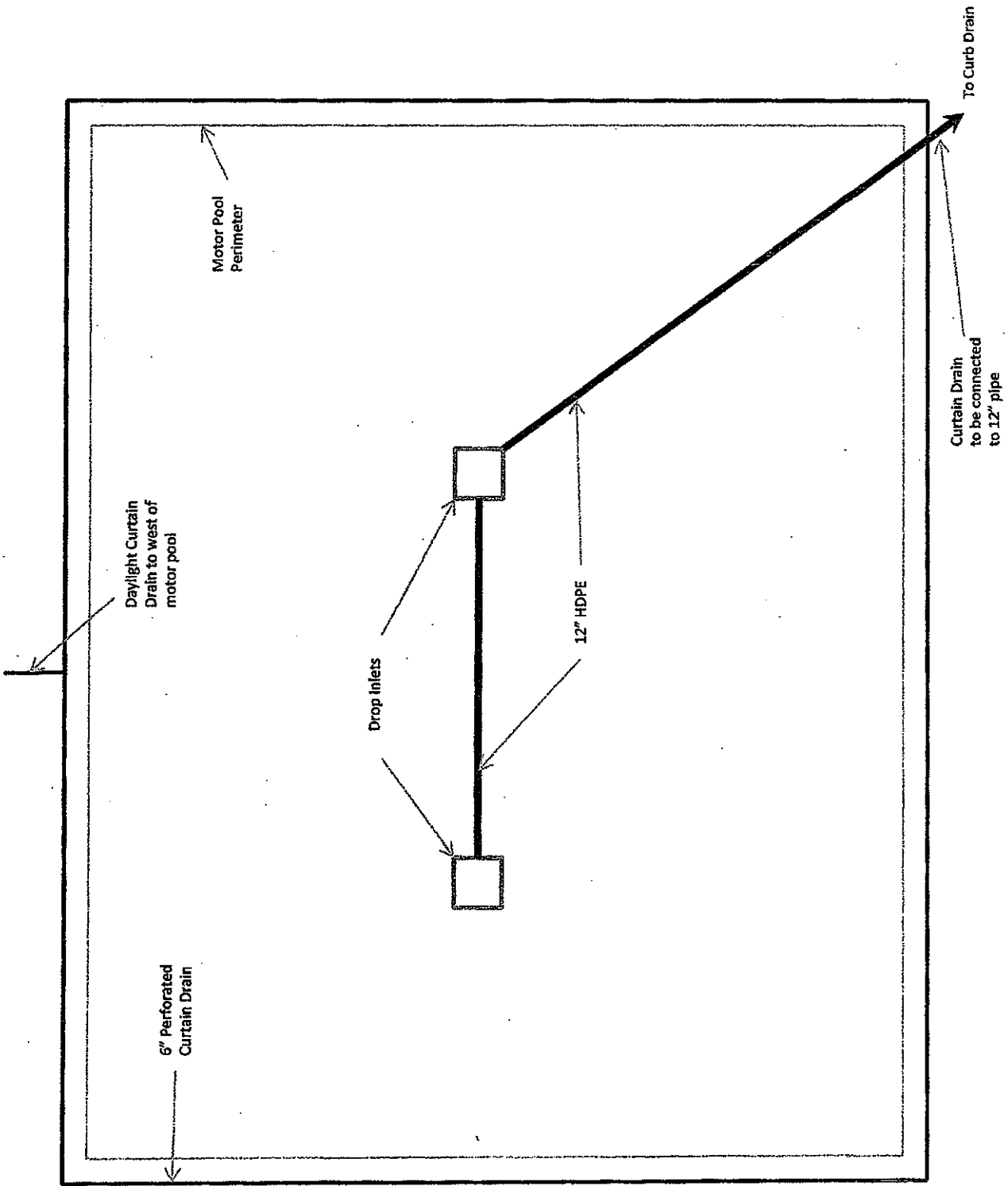
Prepared By: TSC Post Engineering
SGT Mike Cochran

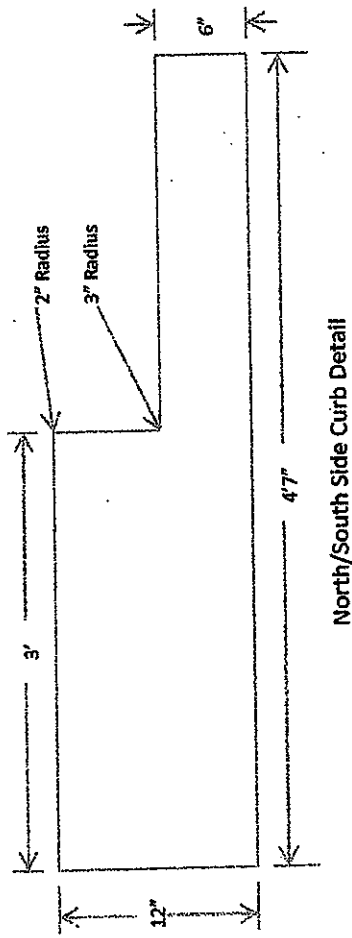
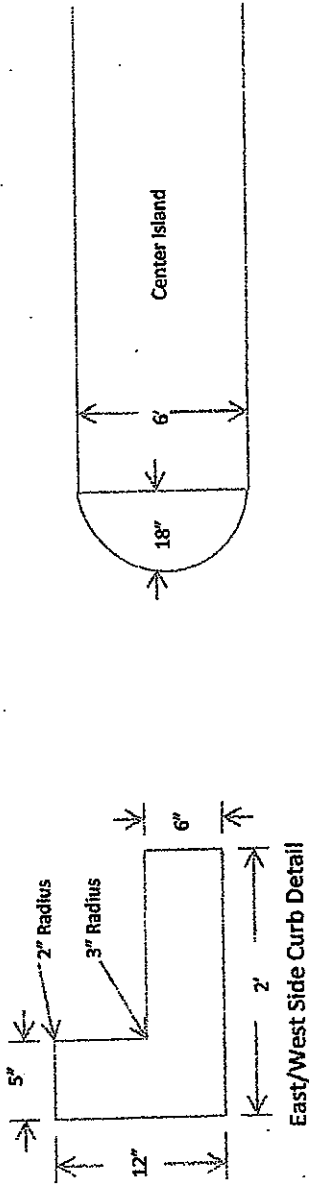
Additional/Alternate Bid Items

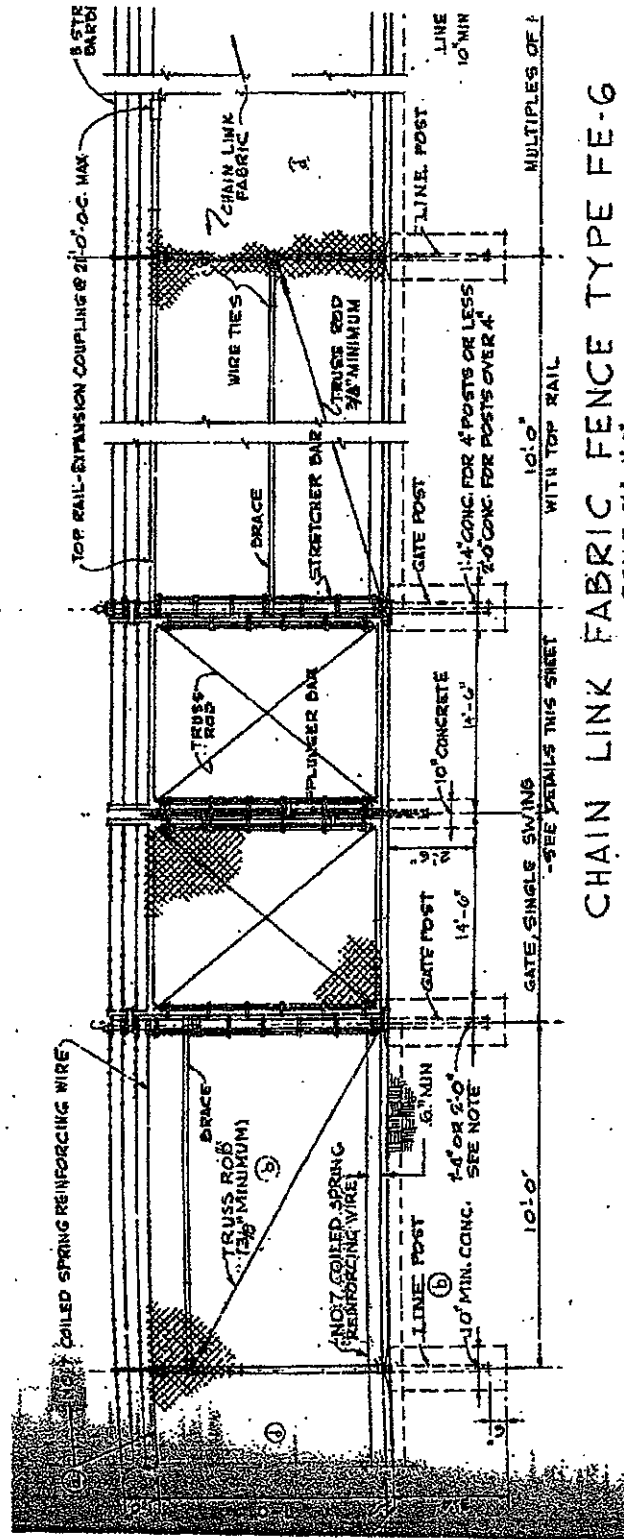
Remove the 5 motor pool lights between the existing motor pool and the proposed motor pool.
Construct 3'X18" columns to match the new motor pool lights and re-install the existing motor pool lights.

STF MOTOR POOL DRAWINGS



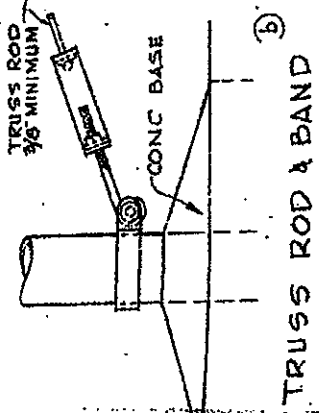
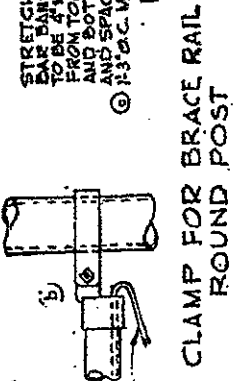
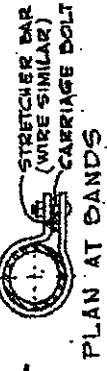
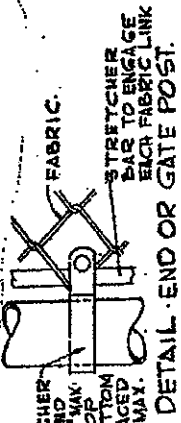
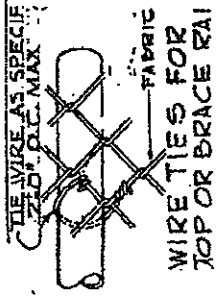




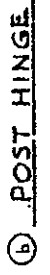
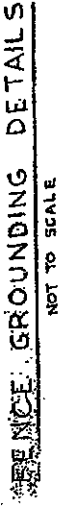
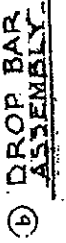
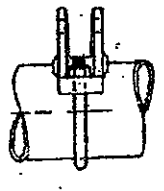
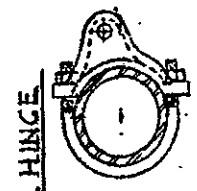
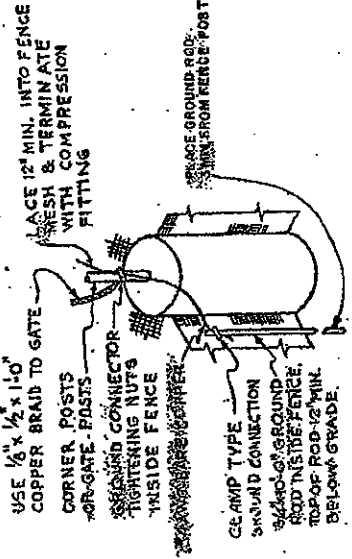
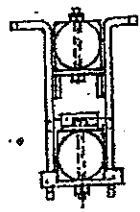
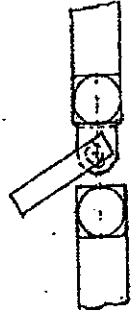
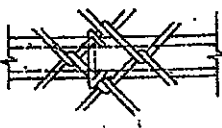
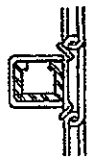
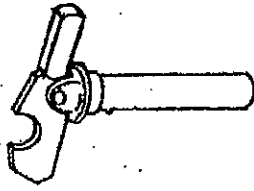


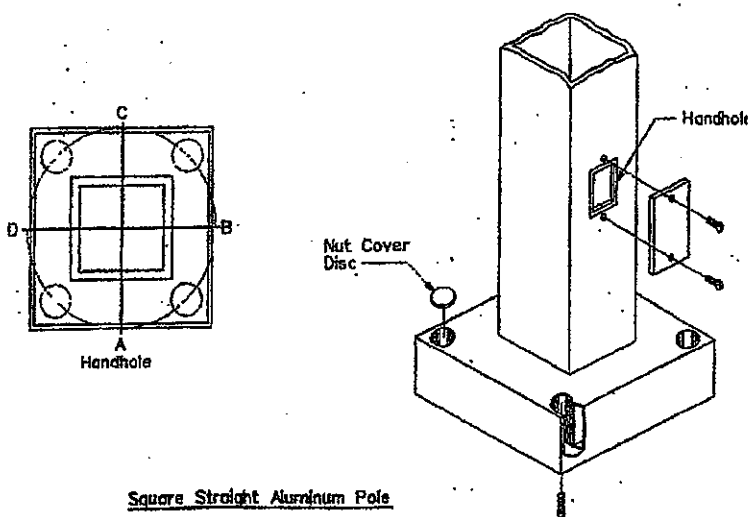
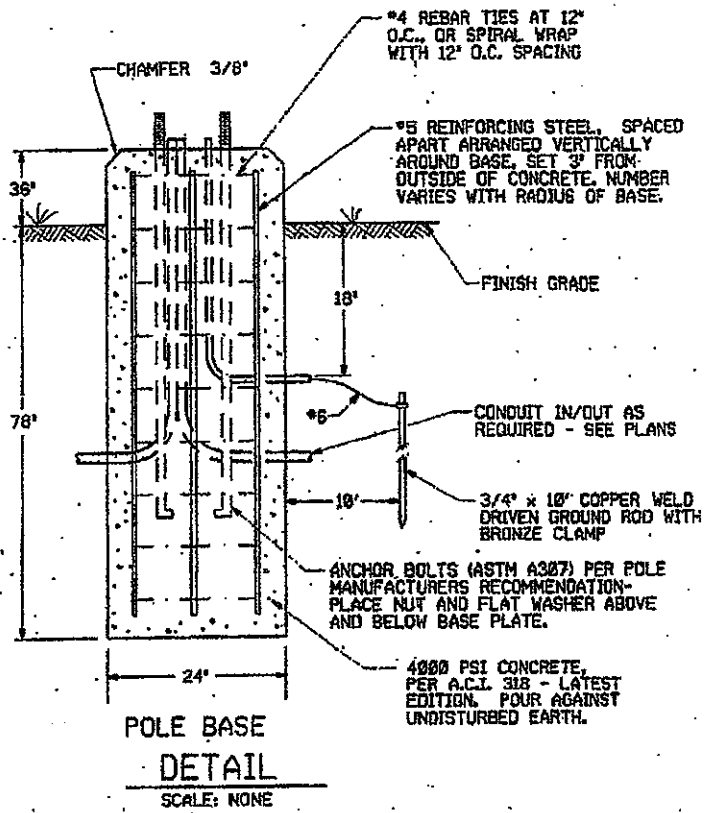
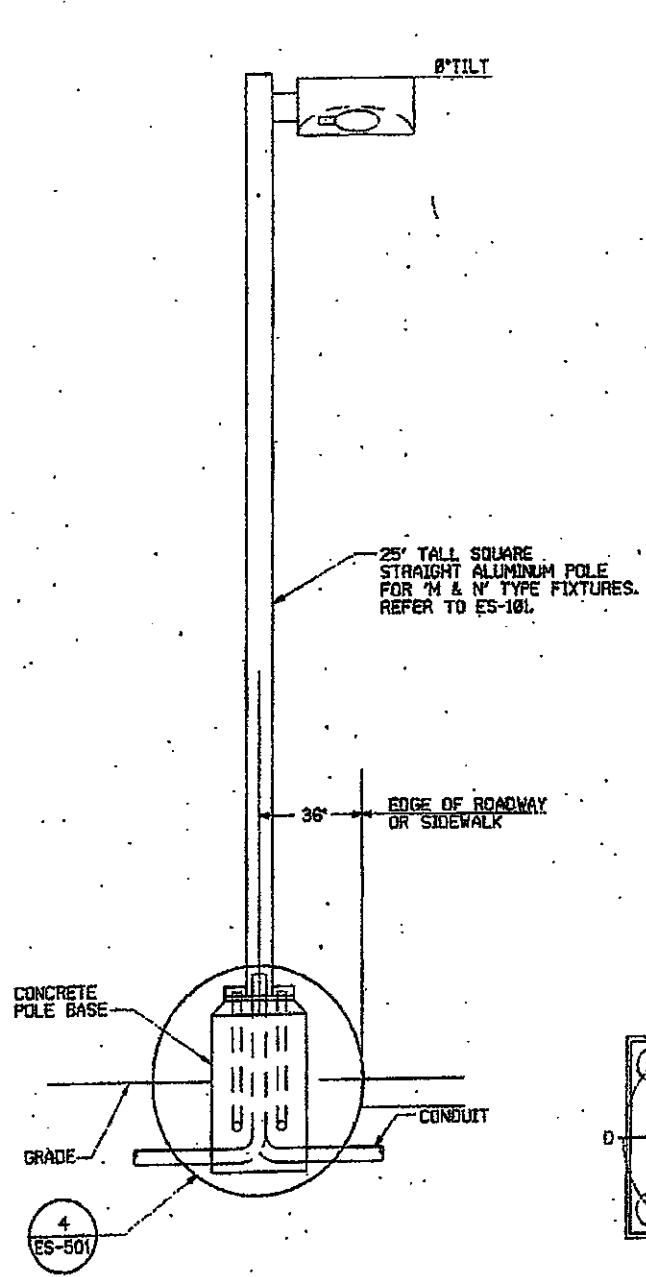
CHAIN LINK FABRIC FENCE TYPE FE-6

SCALE 3/8" = 1'-0"



FASTENING DETAILS FOR TUBULAR POST OR H-COLUMNS





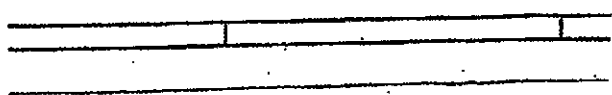
POLE LIGHT



Square non-tapered shaft shall be made from extruded aluminum alloy. Anchor base shall be cast from stainless steel. Anchor bolt holes shall be recessed and covered with stainless steel caps. Pole shall have a reinforced rectangular handhole approximately 2" x 4" with an stainless steel cover. A ground lug shall be immediately inside handhole, tapped for ground bolt. All hardware shall be stainless steel. Finish shall be polyester powder paint to match fixture. Pole shaft size shall be 6" x 30' and 6" x 40' with a wall thickness of .250.

Manufacturers:
A: Lithonia
B: Lumark

C: Hubbell
D: Approved equal



Bid Items – Motor Pool

1. Mobilization/Demobilization
2. Excavation/Site Preparation
3. Gravel/Sub-base
4. Electrical/Lighting
5. Asphalt/Base
6. Asphalt/Wear Coat
7. Asphalt/Striping
8. Pipe
9. Fence
10. Curb/Island
11. Free drain
12. Drop Inlets

Addition/Alternate Bid Items

Remove the 5 motor pool lights between the existing motor pool and the proposed motor pool. Construct 3'X18" columns to match the new motor pool lights and re-install the existing motor pool lights.

Proposal Form

Student Training Facility Motor Pool
West Virginia Army National Guard
Camp Dawson, Kingwood, West Virginia

Submitted by Bidder: _____

To The Owner: West Virginia Armory Board
Charleston, WV

The undersigned, hereinafter called the 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 proposes to furnish all labor, material, equipment, supplies and transportation, and to Perform all Work in accordance with the Bidding Documents prepared by Camp Dawson Post Engineering, dated 1 July 2010, for the stipulated sum broken out as follows:

BASE BID: Including all allowances.

.....\$_____

ADDITIVE BID ITEM #1:

Remove the 5 motor pool lights between the existing motor pool and the proposed motor pool. Construct 3'X18" columns to match the new motor pool lights and re-install the existing motor pool lights.

.....\$_____

The Owner reserves the right to award the Bid as they determine may be in their best interest. Accurately, clearly, and completely fill in all items or bid may be disqualified.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The undersigned agrees that the right is reserved by the Owner to reject any or

all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of bids.

TIME IS OF THE ESSENCE IN COMPLETION OF THIS WORK

If awarded the contract, I (we) will commence work within Five (5) calendar days after receipt of written Notice to Proceed, and will substantially complete the work, ready for occupancy, no later than **90 calendar days** from Notice to Proceed, subject to allowances made for delays in accordance with the Provisions of the Contract, Documents, documented and verified.

For each day of delay in substantial completion of the Work, the Contractor shall be liable for and pay to Owner, **\$250.00 per calendar day** thereafter as liquidated damages and the sum is not to be construed, in any sense, as a penalty.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the Base bid). The successful bidder, upon his failure or refusal to execute and deliver all contract documents required, including bonds and insurance, within five (5) days after he has received notice of acceptance of his bid shall forfeit to Owner, as liquidated damages for such failure or refusal, bid security deposit with his bid. The undersigned has carefully examined the site, all conditions, all documents and has made due allowances for any contingencies. If award is made to us under this proposal, we will enter into a contract with the Owner to furnish all labor, materials, and equipment necessary to construct the project in strict accordance with the Drawings and Specifications, including all Addenda.

ADDENDA ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken information contained therein into full consideration in the formulation of this Bid. Fill in date of Addenda.

Addenda No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____

Signature: _____ Date: _____

Failure to acknowledge receipt of each Addendum may be cause for rejection of Bid.

UNIT PRICES

N/A

RESPECTFULLY SUBMITTED:

Signature: _____

Date: _____

Name: _____

Corporate Seal if Applicable

Title: _____

Firm Name: _____

Telephone No: _____

Firm Address: _____

Fax No: _____

WV Contractor's No: _____

WV Registration No: _____

SUBMIT PROPOSAL FORM IN DUPLICATE

END OF PROPOSAL FORM

RESPECTFULLY SUBMITTED:

Signature: _____ Date: _____

Name: _____

Corporate Seal if Applicable

Title: _____

Firm Name: _____ Telephone No: _____

Firm Address: _____ Fax No: _____

_____ WV Contractor's No: _____

_____ WV Registration No: _____

SUBMIT PROPOSAL FORM IN DUPLICATE

END OF PROPOSAL FORM

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

Bid Bond

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

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

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

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

_____ (M)

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(U)
 Surety Corporate Seal

 (Name of Principal)
 By _____
 (Must be President or
 Vice President)

 Title

 (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

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

DEFINITIONS:

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

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

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____