



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
GSD116470

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BLDG 22 - TAX AND REVENUE  
 1001 LEE STREET  
 CHARLESTON WV  
 25301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		931-53		
BUILDING 22 AARA LIGHTING UPGRADE  REQUEST FOR QUOTATION (RFQ) CONSTRUCTION AARA STIMULUS FUNDS  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE UPGRADE OF THE LIGHTING IN BUILDING #22 LOCATED AT 1001 LEE STREET IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. THIS PROJECT IS PAID FOR WITH FUNDING THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (AARA STIMULUS FUNDS).  A MANDATORY PRE-BID WILL BE HELD ON 06/15/2011 AT 10:00 AM AT 1001 LEE STREET LOCATED IN CHARLESTON, WEST VIRGINIA. 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.  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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. 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](http://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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<p>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 THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/17/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID CONFERENCE. ONLY INFORMATION ISSUED IN WRITING AND</p>						

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<p>ADDED TO THE RFQ SPECIFICATIONS BY FORMAL ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ IS RELEASED.</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 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</p>						

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<p>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 THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

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<p>IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU 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</p>						

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

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<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <p>NO. 1 . . . . .</p> <p>NO. 2 . . . . .</p> <p>NO. 3 . . . . .</p> <p>NO. 4 . . . . .</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO. : .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
GSD116470

PAGE
10

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BLDG 22 - TAX AND REVENUE  
 1001 LEE STREET  
 CHARLESTON WV  
 25301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 21 REQ. NO.: GSD116470 BID OPENING DATE: 06/28/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

State of West Virginia  
General Services Division

Building Twenty-Three (Tax and Revenue)  
Interior Lighting Upgrades  
Project No. GSD116470

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**REQUEST FOR QUOTATIONS #GSD116470**

**Interior Lighting Upgrades, Bldg#22**

Location: West Virginia Building (Tax & Revenue)  
1001 Lee Street  
Charleston, WV 25301

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

All inquiries for specification clarification shall be addressed to:

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

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide services to upgrade lighting fixtures within Bldg #22 located at 1001 Lee Street, Charleston, WV. This RFQ includes all labor, materials and equipment to provide new replacement interior ceiling grid type lighting fixtures. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Contractors should carefully review all documents.

THIS PROJECT IS PAID FOR WITH FEDERAL FUNDING THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. Three major provisions addressed with this project, and which must be adhered to, are the BUY AMERICA ACT, The DAVIS BACON ACT, and the HISTORIC PRESERVATION ACT. The Owner has achieved compliance with the HISTORIC PRESERVATION ACT by having contacted and received approval from the State Historic Preservation Office for this project. By signing the Proposal Form, all bidders verify they understand, accept and will comply with these Federal requirements.

**Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on June 15th, 2011 at 10:00 am. Contractors attending the meeting shall assemble in the lobby of Bldg#22. Bidders are requested to arrive early enough to sign-in prior to the meeting. See Purchasing Division Request for Quotation for additional information.

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Site visits subsequent to the Pre-Bid Meeting can be arranged by contacting Richard Miller at 304-989-4424. Any technical questions arising at or after the pre-bid meeting must be submitted in accordance with the provisions for technical question submission, as detailed in the Request for Quotation. ALL VERBAL REPRESENTATIONS CONCERNING THIS PROJECT ARE NOT BINDING UNTIL SUCH TIME AS IT IS ADDED BY FORMAL ADDENDUM TO THIS SOLICITATION.

**Scope of Work:**

**Project Description**

The work consists of furnishing all labor, replacement fixtures, equipment and all miscellaneous supplies to perform a complete grid lighting upgrade with replacement lighting fixtures and new low voltage lighting controls as specified. Fixtures will be replaced in stairwells (pathway lighting only, emergency lighting is not part of this project) and some areas shall require additional lighting circuits to be installed from existing power supply panels. The successful Contractor shall be required to leave the work area clean upon completion each day and remove debris from the site. All applicable local safety and OSHA rules / guidelines, NFPA standards shall be met by the Contractor. Guidelines and standards from the NEC (National Electric Code) version 2011 will apply to this project as minimum standards. The Owner reserves the right to impose a stricter standard as detailed herein.

Successful Contractor shall remove existing light fixtures of various types and replace the removed fixtures with new fixtures in the ceiling grid system as indicated. The existing fixtures indicated by field marking with a red "X" will be permanently eliminated and replaced with ceiling tile. In some cases a 2x2 grid piece shall be installed. Ceiling tiles and 2x2 grid pieces will be furnished by the Agency. Quantities of fixtures required and listed herein are subject to contractor field verification. The minimum quantities are furnished as an estimate only. Contractor is responsible for removing old fixtures, replace obsolete wiring and hardware and replace ceiling tile and grid pieces (where applicable) for permanently removed fixtures. Existing circuits will be utilized when possible and when compliant with NEC. Modification shall be required in some areas. Individual external fixture service disconnects will comply with NEC requirements in effect at the time of bidding. Installer will utilize appropriate Flex R4 modular wiring systems for quick external to light fixture disconnects or equal (subject to submittal approval process). Successful Contractor shall furnish an additional 4 complete fixtures of each type above the minimum numbers listed to the Owner as bench-stock.

Fixtures required are as follows:

**2X4 Lay-in Fixture:**

Cooper/Metalux, 2GC-354T5A-UNV-EBT1-U (or equal):

- 2' Wide, Grid Lay-In, Specification Deep Troffer fixture;
- 3-Lamp, 54W or 28W, T5HO 48" lamps, with 12 pattern acrylic lens;
- Universal voltage; 120v to 277v

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- With electronic instant start, T5 Linear Lamp Ballast (1);
  - Single unit packed
  - Fixture color shall be white.

2x2 Lay-in Fixture:

Cooper Z3 WL-2L35-1C-UNV-22-T1 (LED TYPE) low profile (or equal)  
Color: white, with bulbs

Example of Wall Mounted Unit:

Lithonia Wall Mount Light #WP-1-54T5HO, MVOLT GEB10PS (or equal)

- Wall Bracket assembly fixture
- Premium grade, Electronic ballast
- Acrylic lens
- Color: white
- Complete with bulb, (use item# 1 listed below)

ALL Initial lamping is to be furnished by contractor as follows:

Grid Lay in System Fixture Lamping:

ITEM #1

Sylvania FP54/841/HO/ECO (or equal) for fixtures above 8ft from ground level w/  
T5HO ballast QTP2X54T5HO/UNV PSN (or equal). Use bulb FP54/841/HO/ECO (or equal) for  
ceilings above 8ft.

OR

ITEM # 2

Sylvania T5 Ballast QTP2X28T5/UNV PSN (or equal) for fixtures mounted at or below the 8ft  
ceiling height level. Use bulb FP 28/841/HO/ECO (or equal) for ceilings at or below the 8ft level.

Brand and model specifications are given to establish a level of performance only, and not to  
limit competition. Bidders wishing to bid based upon substitute brands and models should  
submit a request to substitute the brand and model they wish to bid as a technical question, per  
the instructions for submitting technical questions in the Request for Quotation (RFQ).  
Requests for substitutions **must** be accompanied by technical specifications sheets which  
demonstrate that the requested fixture or lamp meets the specifications herein; burden of proof  
is upon the submitter. Approvals and refusals of these requests will be given by addenda to the  
RFQ.

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## **Project Details**

### **General Notes:**

- The lights in the lobby and entrance have already been upgraded and are not a part of this project. 8 mini-can directional lights around the perimeter of the lobby will remain and will not be replaced.
- The wall sconces in the halls will remain. They are not included in this project.
- There are some lights marked to be replaced where there are ceiling registers. The ceiling markings represent the best placement for lighting fixtures, however, some obstructions may be encountered requiring that a fixture shift position. General Services Division personnel will address these as they are/may be discovered and provide guidance to the Contractor. Low profile fixtures were specified to minimize clearance issues.

### **Ceiling Markings:**

- All existing lighting fixtures that are field marked with a red "X" shall be permanently removed and ceiling tile put in its place.
- Ceiling tiles field marked in yellow shall have a new 2x2 light installed.
- Ceiling tiles field marked in blue shall have a new 2x4 light installed.
- Can lighting in ceiling tile shall be replaced 1 for 1 with a 2x2 fixture unless otherwise marked "2x4". In this case the can light is replaced with a 2x4 fixture.
- All other lighting that is not marked shall be replaced 1 for 1.

### **First Floor East Detail**

The Contractor shall:

1. Install a minimum of 88- 2x4 drop in lights as field marked; remove at least 70.
2. Install a minimum of 8- 2x2 drop in lights as field marked; remove at least 4 fixtures which may also include can-type fixtures for removal.

### **Mezzanine East/West Detail**

The Contractor shall:

1. Install a minimum of 78- 2x4 drop in lights as field marked; remove at least 109.
2. Install a minimum of 12- 2x2 drop in lights as field marked; remove at least 10 fixtures of various types. \*note low ceiling height
3. Can lights in the drywall ceiling on the Mezzanine level are not included in this project therefore they shall not be replaced by the Contractor.

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### **Second Floor Level**

The Contractor shall:

1. Install a minimum of 84- 2x4 drop in lights as field marked; remove at least 140.

### **Third Floor Level**

The Contractor shall:

1. Install at least 10 new lighting circuits to serve additional lighting from panel #3-44122.
2. Install a minimum of 106- 2x4 drop in lights as field marked; remove at least 89 fixtures of various types including surface mount and can light installations.
3. Install at least 22- 2x2 drop in lights; remove 11 various type fixtures.
4. The linear runs of 2x4 hanging fixtures on the 3<sup>rd</sup> floor shall be removed.
5. The up-lighting fixtures attached to the furniture will **not** be removed.

\*See attached drawing detail for 3<sup>rd</sup> and 4<sup>th</sup> floor.

### **Fourth Floor Level**

The Contractor shall:

1. Install at least 8 new lighting circuits to serve additional lighting load from panel #4H.
2. Install a minimum of 106- 2x4 drop in lights as field marked; remove 99 fixtures of various ceiling mounted types.
3. Install at least 18- 2x2 drop in lights as field marked; remove 9 fixtures of various types. Areas include roof top office and mechanical rooms.
4. The up-lighting fixtures attached to the furniture will **not** be removed.

\*See attached drawing detail for 3<sup>rd</sup> and 4<sup>th</sup> floor.

### **Basement Floor Level**

The Contractor shall:

1. Install a minimum of 82- 2x4 drop in lights as field marked; remove 119 fixtures of various types. Note: Some fixtures may require chain mounts; no grid area.
2. Install a minimum of 4- 2x2 drop in lights as field marked.
3. Two storage rooms in the basement shall have 2x4 hanging fixtures replaced 1 for 1 with new 2x4 fixtures.



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4. Install a minimum of 22 wall mounted fixtures (pathway lighting) on a 1 for 1 exchange in stairwells. The stairwell emergency lighting is not part of this RFQ. The Agency will replace these lighting fixtures.

**Note 1:** Circuits abandoned will be removed (except conduit) and will be field marked at appropriate panel.

**Note 2:** New circuits will comply with NEC 2011 version. Whips to fixtures will not exceed 9ft. or NEC requirements, whichever is less. Connection/disconnect from fixture to whip will not exceed 24". R4 type connections required as to not disable more than one fixture at a time or require disassembly of fixture to provide fixture disconnect.

**Note 3:** Grid fixtures will be secured by colored fixture wire at each corner and attached separately to anchor point. Grid fixtures will also be secured to grid by clips per NEC 2011 guidelines and Owner (all sides)

**Note 4:** Multiple bulb fixtures will be configured to allow 3 or 2+1 bulb option. This allows for center bulb to be removed without circuit interruption.

#### **Low Voltage Controls:**

The Contractor shall convert circuits to one low voltage lighting control system. Light control shall be a Watt Stopper LP8S-8-115 (or equal). The light control is specified only to establish an acceptable quality and performance level required for this project.

The low voltage control system will be utilized on every floor and control panel shall be installed in the electrical closets.

On the Mezzanine and First Floor new lighting circuits and conduit shall be installed. Existing old circuits shall be deleted and removed.

#### **Buy American Provisions**

This project must use American iron, steel or manufactured goods as required by the BUY AMERICA ACT. Refer to the attached documents, "EERE Buy American Documentation Guidance" and "EERE Substantial Transformation Guidance."

The successful Contractor shall be required to meet all documentation requirements to insure compliance with the BUY AMERICA ACT.

#### **Project Requirements**

The State of West Virginia retains ALL salvage rights to fixtures and bulbs and expects the contractor to exercise due care as not to damage or diminish the potential salvage value or reuse of these fixtures or bulbs.

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On a daily basis, the Contractor shall dispose of all light fixtures that are removed as part of this project. Contractor will complete one area at a time, as scheduled, prior to moving to another area. Schedule must be submitted to the Project Manager within 72 hours of the issuance of the Notice to Proceed. Final schedule shall be approved by the Project Manager.

The Contractor shall remove light tubes and ballasts from old fixtures and package in cardboard containers suitable for light tubes, in such a manner equal to factory packaging to lessen damage to tubes. The Contractor shall tape and mark the cartons to indicate the quantity and type of contents. The Contractor shall separate bulbs which are burned out at time of removal from those which are not, and shall package them separately:

- Cartons of usable bulbs shall be marked "Usable"
- Cartons of burned out bulbs shall be marked "Not Usable"
- Cartons containing ballasts shall be marked "ballast"

Contractor must comply with ALL industry standards including NEC, State of West Virginia Office of Technology Guidelines in addition to the following:

NEC (National Electric Code)	EIA RS 485
FCC Part 15	FIPS 197,201
FCC Part 68	NFPA 101
Underwriters Laboratories (UL) UL294	
UL 1076	
NFPA 70	
NFPA 730 and 731	
EIA RS232C	

### Documents

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Div. "Request for Quotation" and "General Terms and Conditions".
2. GSD116470 Bid Form
3. "Final Davis Bacon Act (DBA) Clauses as Approved by the Department of Labor (DOL) for use in Financial Assistance Programs other than Weatherization Assistance Programs and Loan programs; November 6, 2009"
4. GSD116470 2011 Kanawha County Wage Rates
5. GSD116470 SF 1413 ("Statement of Acknowledgment")
6. GSD116470 WH347 Sample Certified Payroll
7. GSD116470 EERE Buy American Documentation Guidance
8. GSD116470 EERE Substantial Transformation Guidance

### Contract Period

The Contract shall be completed within **One Hundred Twenty (120)** calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-

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3-4(8), Contractor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Owner's right to pursue any other additional remedy to which the State or Owner may have legal cause for action including further damages against the Contractor. Any equipment contracted for prior to issuance of the signed purchase order letter shall be at the Bidder's risk.

#### **Reference Requirement**

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

#### **Definitions**

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The vendor or service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in these Contract Documents shall refer to the General Services Division.

#### **Payment**

The Contractor shall submit invoices, in arrears, at final completion of project. Invoice shall be signed in blue ink. Deliver invoice to:

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

The Contractor shall complete and submit certified payrolls **weekly** to the Project Manager, to comply with the requirement of the Davis-Bacon Act. Certified Payroll documents must meet the minimum requirements of the attached WH347 Sample Form.

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**Wage Rates**

- A. The successful Bidder and all Subcontractors shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor wage rates as established for the County in which the Project is located pursuant to West Virginia Code §21-5-1 et.seq. Applicable prevailing wage rates are included in the bid documents.
- B. Bidders shall review the attached "Final Davis Bacon Act (DBA) Clauses as Approved by the Department of Labor (DOL) for use in Financial Assistance Programs other than Weatherization Assistance Programs and Loan programs; November 6, 2009" and shall comply to all applicable provisions outlined in the document.
- C. Copies of wage rates are included in the bid package as determined by the WV Department of Labor for the resident county of the Project. Additional information may be obtained at: [www.wvsos.com/adiaw/wagerates/buildings03.htm](http://www.wvsos.com/adiaw/wagerates/buildings03.htm) or contact the office of the WV Secretary of State (304) 558-6000.
- D. Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and Subcontractor.
- E. Contractor shall be required to complete the SF 1413 "Statement of Acknowledgment" for all subcontractors to be used on the project (blank form attached).

**Supplementary General Conditions**

- A. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- B. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- C. Contractor shall be responsible for parts and materials as follows:
  - 1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - 2. Contractor shall furnish a minimum warranty of twelve (12) months for labor and materials.

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### **Bonds and Insurance**

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding and insurance.

The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

**It is strongly preferred that the successful bidder provide all necessary Labor & Materials and Performance Bonds, any required Insurance Certificates, and other required documentation within Seventy-Two (72) hours of notice of award of Contract.**

### **GENERAL REQUIREMENTS**

#### **Submittals**

All submittals for this project shall be reviewed and approved by the General Services Division Operations and Maintenance Manager.

#### **Final Inspection**

The Final Inspection will be conducted by a Project Manager from the General Services Division.

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

Final payment shall not be made until all work is finally accepted.

#### **Limits of Work**

Work areas will be limited to those spaces required for access to the jobsite. No interior space may be utilized for temporary (overnight) storage of equipment and tools without prior approval from GSD Project Manager. Coordinate storage needs with the GSD Building Manager and GSD Project Manager.

Owner facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to Capitol work areas and loading dock access.

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### **Use of Facilities**

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

### **Contractor Schedule**

Provide the Project Manager an overall project schedule within seventy-two hours of Notice to Proceed which should include a proposed construction schedule indicating areas to be worked. Work will be conducted after normal business hours. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Adhere to the approved schedule provided and coordinate through Project Manager.

### **Waste Removal**

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

### **Contractor Visitor Badges**

Building 22 is a secure facility. Contractor shall provide a list of all personnel working on this project within the building. This list shall include a copy of full name, valid driver's license or other legal identification and include date of birth, company name, address, office phone and cell phone. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

### **Work Restrictions**

Work shall be generally performed **after** normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Contractor will be permitted to work between 5:00 pm thru 6:00 am, Monday through Friday.

Smoking is not permitted within any building or near entrances, operable windows or outdoor air intakes.

### **Parking**

No parking is available on the project site. Parking in non-designated areas is not permitted. Provisions will be made for locating refuse dumpsters if required by the project with local authorities and is the responsibility of the contractor to remove all package debris from the job site.

Use of sidewalk areas for parking is strictly prohibited.

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Project No. GSD116470

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**Site Access**

The building is available from 5:00 pm to 6:00 am. Extended work hours may be acceptable if approved by the Owner. Access to secured areas shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

**Safety**

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

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

**Hot Work Permit**

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Contractor will cover desk areas with drop cloth's if working overhead of employee work spaces. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

**Federal Funding Disclaimer:**

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or agency thereof."

WEST VIRGINIA DIVISION OF LABOR  
Building Construction Wage Rates

FILED

Kanawha County  
2011

2011 JAN -3 AM 9:52

CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS
ASBESTOS & LEAD ABATEMENT WORKER	21.00	16.40
ASBESTOS/FIRE STOP TECHNICIAN	30.00	17.65
BOILERMAKER	37.10	17.16
BRICKLAYER	27.79	17.16
BRICKLAYER - POINTER/CAULKER/CLEANER	27.79	15.13
CARPENTER	27.68	15.13
CARPET LAYER	27.68	13.22
CEMENT MASON	28.10	15.13
DRYWALL HANGER	27.68	14.61
ELECTRICIAN	33.25	23.35
ELEVATOR HELPER	27.18	23.35
ELEVATOR MECHANIC	38.82	6.22
GLAZIER	28.50	16.40
INSULATOR	30.00	17.16
IRON WORKER ERECTOR *	27.08	17.16
IRON WORKER FENCE ERECTOR *	27.08	17.16
IRON WORKER JOURNEYMAN *	27.08	17.16
IRON WORKER REINFORCING *	27.08	17.16
IRON WORKER SHEETER *	27.08	17.16
IRON WORKER STRUCTURAL *	27.08	12.12
LABORER CLASS I *	24.22	12.12
LABORER CLASS II *	23.38	12.12
LABORER CLASS III *	22.76	15.13
LATHER	27.68	11.94
MARBLE FINISHER	21.76	17.16
MARBLE SETTER	27.79	15.97
MILLWRIGHT	31.60	17.43
OPERATING ENGINEER I *	31.76	17.43
OPERATING ENGINEER II *	31.41	17.43
OPERATING ENGINEER III *	30.41	17.43
OPERATING ENGINEER IV *	21.41	12.07
PAINTER	23.46	15.13
PILEDRIVER	27.93	12.44
PLASTERER	29.99	16.11
PLUMBER/FITTER	31.79	11.18
ROOFER/HEATED COAL TAR PRODUCT	28.33	11.18
ROOFER/WATER DAMP PROOFER	27.00	18.22
SHEET METAL WORKER	27.13	



WEST VIRGINIA DIVISION OF LABOR  
Building Construction Wage Rates

Kanawha County  
2011

<b>CLASSIFICATION</b>	<b>BASIC HOURLY RATE</b>	<b>FRINGE BENEFITS</b>
SOFT FLOOR LAYER	27.68	15.13
SPRINKLER FITTER	29.60	17.70
STONE MASON	27.79	17.16
TEAMSTER CLASS A *	24.53	14.84
TEAMSTER CLASS B *	24.59	14.84
TEAMSTER CLASS C *	24.73	14.84
TEAMSTER CLASS D *	24.98	14.84
TEAMSTER CLASS E *	25.08	14.84
TEAMSTER CLASS F *	24.47	14.84
TERRAZZO - TILE FINISHER	21.76	11.94
TERRAZZO- TILE SETTER	27.79	17.16

NOTE: The allowable ratio of apprentice to journeyman employed in any craft shall not be greater than the prevailing ratio of the locality. The allowable ratio is applied on a daily basis. Contact the Federal Bureau of Apprenticeship and Training for additional information at (304) 347-5794.

\* To apply the wage rates properly use Building Construction Rate Appendix I, II, III, & IV

## APPRENTICE SCHEDULE

Kanawha County  
2011

CRAFT	INTERVAL	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
ASBESTOS/FIRE STOP	Yearly	50	60	70	80						
BOILERMAKER	6 months	70	75	80	85	87.5	90	92.5	95		
BRICKLAYER	6 months	60	65	70	75	80	85	90	95		
CARPENTER	Yearly	60	70	80	90						
CEMENT MASON	500 hrs	60	65	70	75	80	85	90			
ELECTRICIAN	Percent	40	45	50	55	70	85				
ELECTRICIAN	Hours to	1000	2000	3500	5000	6500	8000				
ELEVATOR MECHANIC	Yearly	50	55	65	70	80					
GLAZIER	1000 hrs	50	55	60	70	80	90				
INSULATOR	Yearly	50	60	70	80						
IRONWORKER	6 months	60	70	75	80	85	90				
LABORER	1000 hrs	60	70	80	90						
MARBLE SETTER	1000 hrs	50	60	70	80	90	90				
MILLWRIGHT	6 months	60	60	65	70	75	80	85	90	95	95
OPERATING ENGINEER	Yearly	75	80	85							
PAINTER	1000 hrs	50	55	60	70	80	90				
PILEDRIIVER	Yearly	60	70	80	90						
PLASTERER	500 hrs	50	50	55	60	65	70	75	80	85	90
PLUMBER & FITTER	6 months	50	55	60	65	70	75	80	85		
ROOFER	1000 hrs	49	54	59	76	79	85	95			
STONE MASON	6 months	60	65	70	75	80	85	90	95		
SHEET METAL WKR.	Yearly	55	60	70	80	90					
SPRINKLER FITTER	6 months	50	50	55	60	65	70	75	80	85	90
TERRAZZO SETTER	1000 hrs	50	60	70	80	90	90				
TILE SETTER	1000 hrs	50	60	70	80	90	90				

NOTE: For Carpet Layer, Drywall Hanger, Soft Floor Layer and Lather use Carpenter Schedule

APPRENTICE RATIO: Contact Federal Bureau of Apprenticeship and Training at (304) 347-5794.



**Department of Energy**  
Washington, DC 20585

**GUIDANCE ON DOCUMENTING COMPLIANCE WITH THE RECOVERY ACT BUY AMERICAN PROVISIONS**

**EFFECTIVE DATE: May 24, 2010**

**SUBJECT: GUIDANCE FOR RECIPIENTS OF RECOVERY ACT FINANCIAL ASSISTANCE FROM THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY ON DOCUMENTING COMPLIANCE WITH THE RECOVERY ACT BUY AMERICAN PROVISIONS.**

**PURPOSE:** To provide information on the roles and responsibilities of different stakeholders in documenting compliance with section 1605 (the Buy American provisions) of the Recovery Act.

**SCOPE:** This guidance applies to State, Local and Tribal Government recipients and sub-recipients (grantees and subgrantees) of Recovery Act financial assistance from the Office of Energy Efficiency and Renewable Energy (EERE).

**LEGAL AUTHORITY:** Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act; Pub. L. 111-5) sets forth the Buy American provisions for recipients of Recovery Act financial assistance.

**DEFINITIONS: Public building or public work** means a public building of, or a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; state and local governments; and multi-state, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Indian tribes are also considered governmental entities for the purpose of defining "public building or public work" and are therefore subject to the Buy American provisions of the Recovery Act.

**A manufactured good** is defined as a good brought to the construction site for incorporation into the public building or work that has been processed into a specific form and shape or combined with other materials to create a material that has a different property than the individual raw materials.

There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in a project, as long as the manufacturing occurs in the United States.<sup>1</sup>

**GUIDANCE:** Recipients of EERE financial assistance funded by the Recovery Act must comply with the requirement in section 1605 that all of the iron, steel, and manufactured goods used for a project for the construction, alteration, maintenance, or repair of a public building or public work be produced in the United States, unless one of the three listed exceptions applies and EERE issues a waiver, or a recipient can legally avail itself of the United States' obligations under international agreements.

Recipients should retain documentation that supports their compliance with the Buy American provisions. During post-award monitoring activities, which may include desk reviews, on-site reviews, audits, and other activities, recipients may be asked to produce records sufficient to verify compliance with the Recovery Act Buy American provisions.

Such documentation could include: (1) language in contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions; (2) receipts for items produced domestically indicating such; (3) a documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically; (4) detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or (5) other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

There are no specific requirements imposed by the Recovery Act or the Office of Management and Budget (OMB) guidance in 2 CFR 176 concerning the type of documentation necessary to prove compliance with the Recovery Act Buy American provisions. Therefore, grantees are encouraged to reference their obligations under the Department of Energy's Financial Assistance Rules, 10 CFR Part 600 and their individual financial assistance award provisions.

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<sup>1</sup> See 2 CFR 176.70(a)(2)(ii).

## Department of Energy Financial Assistance Rules

### *State Recipients*

According to the Department of Energy's Financial Assistance Rules found at 10 CFR § 600.220, "Standards for financial management systems," Section (a) and sub-section (a)(2), "A State must expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors must be sufficient to -- ... [p]ermit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes." Additionally, according to 10 C.F.R. § 600.237(a)(1), States shall ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations (including the Buy American provisions).

### *Local Government and Tribal Recipients*

The Department of Energy's Financial Assistance Rules found at 10 CFR § 600.220, "Standards for financial management systems," Section (b)(2) *Accounting records*, states that "[g]rantees [other than States] and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities..."

For purposes of Buy American documentation, the types of documentation identified in the list above (numbers 1-5) should be sufficient to satisfy the requirements set forth for State, local governments, and tribal recipients in the Financial Assistance Rules. However, States, local governments and tribes are encouraged to consult with their General Counsel's offices, to ensure compliance with the Buy American provisions and 10 CFR § 600.220(a) and (b) more broadly.

## OMB Circular A-133

In addition to the procurement documentation guidance provided above, grantees should also be mindful of the standard Federal assistance audit guidance defined in OMB Circular A-133 for state and local governments.

The DOE Acquisition and Financial Assistance Implementation Guide for the American Recovery and Reinvestment Act of 2009 [p. 3-3, section 3.4(1)] states: "Non-Federal entities (States, local governments, tribes and non-profit organizations) are required by the Single Audit Act Amendments of 1996 (Single Audit) and OMB Circular A-133, to have an annual audit of the federal awards (e.g. grant programs)." This requirement generally applies to Non-Federal entities that expend \$500,000 or more in Federal awards in a fiscal year, and stipulates that they shall have a single or program-specific audit conducted for that year, in accordance with the provisions of OMB Circular A-133. Recipients are encouraged to review OMB Circular A-133, Subpart B, Sections 200

through 235 for the audit requirements for Non-Federal assistance recipients. Additionally, recipients should review the Federal Audit Clearinghouse website for instructions on how to appropriately submit Single Audits.

**Single Audit Information for Recipients of American Recovery and Reinvestment Act Funds (2 CFR 176 Subpart D and OMB A-133 Compliance Supplement: Appendix VII)**

Recovery Act financial assistance recipients subject to OMB Circular A-133 should also closely follow 2 CFR 176.210 (Subpart D) and OMB A-133 Compliance Supplement: Appendix VII, general instructions regarding recipient responsibilities for tracking and documenting sub-recipient expenditures of Recovery Act funds on the Schedule of Expenditures of Federal Awards" (SEFA).

**Sub-awards, Sub-recipients and Vendors**

The Special Terms and Conditions applicable to Recovery Act funded projects require that the financial assistance recipient flow down the Recovery Act special terms and conditions in any subaward or subcontract.

In 2 C.F.R. § 176.30, the OMB defines the term "sub-award" to include a "legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible sub-recipient." A sub-recipient means a "non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency." (2 C.F.R. § 176.30)

Subcontract is defined as "a legal instrument used by a recipient for procurement of property and services needed to carry out the project or program."

Note that the definition of a "sub-recipient" in 2 C.F.R. § 176.30 specifically excludes "the recipient's procurement of property and services needed to carry out the project or program." This section refers to OMB Circular A-133 to distinguish between a sub-recipient and a vendor. A vendor is defined in OMB Circular A-133 as "a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program."

Based on the fact that the Special Terms and Conditions flow down to all subawards and sub-contracts, and the fact that a vendor is not a subawardee, sub-recipient, or sub-contractor, the Recovery Act financial assistance recipient and sub-recipients are not required to flow down the Recovery Act's Special Terms and Conditions to vendors. However, financial assistance recipients, sub-recipients and subawardees are ultimately

responsible for complying with the Special Terms and Conditions, and should take whatever measures they deem necessary to ensure that the Buy American requirements of the Recovery Act are adhered to by their respective vendors.

**CONCLUSION:** Please be advised that the Department of Energy cannot answer all questions on a case-by-case basis concerning the appropriate levels of documentation needed to verify compliance with the Recovery Act Buy American provisions. Therefore, financial assistance recipients should consult with their legal counsel in order to ascertain whether they have secured adequate documentation in accordance with the Department of Energy's Financial Assistance Rules found at 10 C.F.R. § 600.220.

To summarize, recipients of EERE Recovery Act financial assistance should take the following steps toward demonstrating compliance with the Buy American provisions:

1. State and local governments and tribes must follow their own procurement policies and procedures, per 10 CFR 600.236, "Procurement", and are expected to maintain maximum oversight over their project and procurement activities with regards to Buy American compliance.
2. Recipients should maintain documentation at a level they feel is appropriate to show compliance with the Recovery Act Buy American provisions.
  - a. A list of recommended documentation is outlined above.
3. In addition, in order to ensure broader compliance with any potential audit, grantees should (1) determine whether a single audit or program audit is applicable (see OMB Circular A-133), and should then initiate the appropriate audit review process.
4. Moreover, grantees subject to OMB Circular A-133 should also maintain ongoing compliance with SEFA requirements (2 CFR 176.210 and OMB A-133 Compliance Supplement).

**Resources for further review:**

**Section 1605 (Buy American provisions) of the American Recovery and Reinvestment Act (Pub. L. 111-5)**

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=63f99139a28cbcd199c115ec9d34faf0&rgn=div5&view=text&node=2:1.1.1.2.3&idno=2>

**Full Text of the American Recovery and Reinvestment Act (Pub. L. 111-5)**

[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111\\_cong\\_bills&docid=f:h1enr.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf)

**Department of Energy's Financial Assistance Rules [10 C.F.R. Part600]**

[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title10/10cfr600\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title10/10cfr600_main_02.tpl)

**OMB Circular A-133:** This document identifies Audit roles and responsibilities pertaining to the State and local governments, including tribal entities.

<http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

**OMB Circular A-133 Compliance Supplement – Appendix VII**

**Other OMB Circular A-133 Advisories:**

[http://www.whitehouse.gov/omb/assets/a133\\_compliance/app\\_7.pdf](http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf)

**2 CFR 176.210:** This section of the Code of Federal Regulations provides the guidelines for the required Recovery Act expenditure documentation pertaining to “Recovery Act Transactions Listed in the Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.”

<http://ecfr.gpoaccess.gov/cgi/t/text/text->

[idx?c=ecfr&sid=f03ceaca224c1a658c2ad682f212e869&rgn=div8&view=text&node=2:1.1.1.2.3.4.1.2&idno=2](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=f03ceaca224c1a658c2ad682f212e869&rgn=div8&view=text&node=2:1.1.1.2.3.4.1.2&idno=2)

**Federal Audit Clearinghouse:** <http://harvester.census.gov/sac/>

**DOE Acquisition and Financial Assistance Implementation Guide for the American Recovery and Reinvestment Act of 2009**

[http://management.energy.gov/policy\\_guidance/1672.htm](http://management.energy.gov/policy_guidance/1672.htm)



Cathy Zoi

Assistant Secretary for Energy Efficiency and Renewable Energy  
U.S. Department of Energy

May 24, 2010





**Department of Energy**  
Washington, DC 20585

**GUIDANCE ON MANUFACTURED GOODS AND SUBSTANTIAL  
TRANSFORMATION FOR FINANCIAL ASSISTANCE AWARDS**

**EFFECTIVE DATE: MAY 24, 2010**

**SUBJECT: GUIDANCE ON MANUFACTURED GOODS AND SUBSTANTIAL  
TRANSFORMATION FOR FINANCIAL ASSISTANCE AWARDS**

**SCOPE:** This guidance applies to all state, local and tribal government recipients and sub-recipients (grantees and subgrantees) of Recovery Act financial assistance from the Office of Energy Efficiency and Renewable Energy (EERE).

**LEGAL AUTHORITY:** Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act; Pub. L. 111-5) sets forth the Buy American provisions for recipients of Recovery Act financial assistance. The Office of Management and Budget (OMB) issued interim final guidance (2 CFR Part 176) for implementing the Buy American provision on April 23, 2009 at 74 Federal Register 18449.

**GUIDANCE:** Section 1605 of the Recovery Act states, "None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States." The Office of Management and Budget's (OMB) guidance on implementing this section defines "manufactured good" as a "good brought to the construction site for incorporation into the building or work that has been processed into a specific form and shape; or combined with other raw material to create a material that has different properties than the properties of the individual raw materials." *See* 2 C.F.R. § 176.140(a)(1).

The OMB guidelines further define a "domestic manufactured good" as "a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States." *See* 2 C.F.R. § 176.160(a).

We interpret, “Produced in the United States,” to mean that the production or manufacturing facility is physically located in the United States or its territories. The domicile of the parent company, subsidiary, distributor, or supplier is not relevant for determining compliance with the Recovery Act Buy American provision.

Substantial transformation has long been applied in judicial and administrative customs cases on labeling, national origin, and other Federal statutory requirements as the appropriate and effective way to identify where a good was manufactured. The courts have determined what constitutes substantial transformation on a case-by-case basis. The Environmental Protection Agency (EPA) has issued guidance for its Recovery Act projects interpreting the substantial transformation test found at *Complying with ARRA Buy American Provisions for SRF-Funded Projects*, June 22, 2009 [www.epa.gov/water/eparecovery](http://www.epa.gov/water/eparecovery). The following questions provided therein may be helpful to determine whether or not substantial transformation has occurred. It is likely that substantial transformation has occurred in the U.S. if the answer is “yes” to either (or a combination of) Question 1, 2, or 3 below:

1. Were all of the components of the manufactured good manufactured in the U.S., and were all of the components assembled into the final production in the U.S.? (If the answer is yes, then it is clearly manufactured in the U.S., and the inquiry is complete.)
2. Was there a change in character for use of the good or the components in the U.S.? (These questions are asked about the finished good as a whole, not about each individual component.)
  - a. Was there a change in the physical and/or chemical properties or characteristics designed to alter the functionality of the good?
  - b. Did the manufacturing or processing operation result in a change of a product(s) with one use into a product with a different use?
  - c. Did the manufacturing or processing operation result in the narrowing of the range of possible uses of a multi-use product?

If the answer is yes to any of 2a, 2b, or 2c, then the answer to Q.2 is yes.

3. Was/were the processe(es) performed in the U.S. (including but not limited to assembly) complex and meaningful?
  - a. Did the process(es) take a substantial amount of time?
  - b. Was/were the process(es) costly?
  - c. Did the process(es) require a number of different operations?
  - d. Did the processes require particular high level skills?
  - e. Was substantial value added in the process(es)?

If the answer is yes to at least two of 3a, 3b, 3c, 3d, or 3e, then the answer to Q.3 is yes.

These questions all focus on manufacturing, processing, assembly, or integration of the components or subcomponents into a finished good. Design, planning, procurement, component production, or any other step prior to the process of physically bringing together the components into the item used in and incorporated into the Recovery Act project cannot constitute part of substantial transformation.

If the parts at issue are components (or subcomponents) of a larger manufactured good that is domestically manufactured, or substantially transformed, in the United States, then the Buy American Recovery Act requirement does not apply.

The responsibility for determining whether the parts are components of a larger manufactured good, and whether the good is manufactured in the United States rests with the Recovery Act financial assistance recipient. Recipients should consult with their own legal counsel concerning the basis for substantial transformation. Based on the requirements of the Recovery Act and OMB's guidance on the Recovery Act, DOE cannot approve or disapprove a Recovery Act recipient's determination that a manufactured good has been substantially transformed in the United States. However, DOE Contracting Officers may request additional information to support the credibility of the recipient's analysis of substantial transformation. It is the recipient's responsibility to ensure that all information and documentation that supports a substantial transformation determination is accurate and complete and is retained for audit purposes. If recipients have reasonable doubt about the substantial transformation of a given manufactured good, and they believe that one of the exceptions outlined in the Recovery Act apply (such as domestic "nonavailability"), then the recipient may apply for a waiver based on that exception.



Cathy Zoi  
Assistant Secretary for Energy Efficiency and Renewable Energy  
U.S. Department of Energy

May 24, 2010

# STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014 35  
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER		
4. PRIME CONTRACTOR		5. SUBCONTRACTOR		
a. NAME		a. NAME		
b. STREET ADDRESS		b. STREET ADDRESS		
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."				

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDING FIRM
b. DESCRIPTION OF WORK BY SUBCONTRACTOR

8. PROJECT	9. LOCATION	
10a. NAME OF PERSON SIGNING	11. BY (Signature)	12. DATE SIGNED
10b. TITLE OF PERSON SIGNING		

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Davis-Bacon and Related Act Regulations	Davis-Bacon Act Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C		
B		D		
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED
15b. TITLE OF PERSON SIGNING				



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.**

---

**GENERAL SERVICES DIVISION**

**Building 22 Interior Lighting Renovations**

**BID OR PROPOSAL**

---

NAME OF BIDDER

---

ADRESS OF BIDDER

---

PHONE NUMBER

---

WV CONTRACTOR'S LICENSE NO.

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

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**BASE BID AMOUNT for providing and installing replacement light fixtures at 1001 Lee Street, Charleston, WV.**

---

\_\_\_\_\_ (\$ \_\_\_\_\_)

*(Total to be written in figures and words.)*

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

---

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

RESPECTFULLY SUBMITTED:

DATE: \_\_\_\_\_

WV VENDOR NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
*(Signature in ink)*

TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**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

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

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

**GSD116470**

RFQ No. \_\_\_\_\_

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 exceeds 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** \_\_\_\_\_