



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

DCH12009

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY
304-558-8801

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DIVISION OF CULTURE & HISTORY
GRAVE CREEK ARCHEOLOGY COMPLEX
801 JEFFERSON AVENUE
PO BOX 527
MOUNDSVILLE, WV
26041 304-558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2011				

BID OPENING DATE:

10/19/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-15		
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING BIDS TO SUPPLY ALL LABOR, DISPOSAL, MATERIALS, AND TRANSPORTATION TO REMOVE AND REPLACE PERIMETER SECURITY FENCING AND GATES PER THE ATTACHED SPECIFICATIONS AT:						
GRAVE CREEK ARCHEOLOGICAL COMPLEX (GCAC) 801 JEFFERSON AVENUE MOUNDSVILLE, WV 26041-2241						
FENCE REMOVAL AND INSTALLATION						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 09/29/2011 AT 1:30 PM AT THE GRAVE CREEK ARCHEOLOGICAL COMPLEX. 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 MANDATOR						

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'

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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<p>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 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 MUST BE SUMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/03/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, 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 WIT</p>						
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<p>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 THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MARSHALL 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</p>						
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<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED 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 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</p>						
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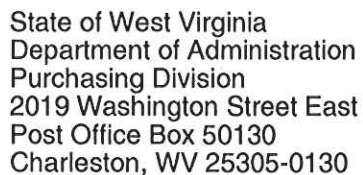
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN 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>						

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	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1				
	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.					
	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.					
SIGNATURE					

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.....COMPANY						
.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
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.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME:						
CONTRACTORS LICENSE NO.:						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN						
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PROJECT MANUAL

Complex Security Fence Replacement

Grave Creek Mound Archaeological Complex
801 Jefferson Avenue
Moundsville, West Virginia

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Project: Complex Fence Replacement
2. Owner: West Virginia Division of Culture and History, Grave Creek Mound Archaeological Complex

B. Contract Documents, dated March 21, 2011 were prepared by Mark Lynch, Manager for Facility Operations, West Virginia Division of Culture and History(Main Offices), 1900 Kanawha Boulevard East, The Cultural Center / Building 9, Charleston, West Virginia, 25305-0009

C. The Work consists of the replacement of existing fencing at the Grave Creek Mound Archaeological Complex, 801 Jefferson Avenue, Moundsville WV 26041, as described in the Contract Documents.

D. Work Not Included: The following will be provided by others:

1. Archeology surveying services prior to fence installation.

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor shall have full use of site indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

1. The site is an archeology site of national significance. Contractor shall cooperate fully with site staff and contracted archeologists in order to minimally disturb the site while conducting the Work
 - a. If, during the Work, the Contractor's employees discover historical artifacts work shall immediately cease in the area of discovery and the Owner's Site Manager shall be contacted immediately for assessment prior to the Work resuming in the area of discovery.

B. Contractor shall conduct work so that the site will remain secure to the Owner's satisfaction at each close of the Contractor's workday. Work shall be conducted during the business hours of the complex; 9A.M. to 5 P.M Monday through Friday

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES: (Not Applicable)

1.2 ALTERNATES: (Not Applicable)

1.3 UNIT PRICES: (Not Applicable)

1.4 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a written proposal from Contractor, Owner's Representative will issue a Change Order, for all changes to Contract Sum or Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Owner's Representative may issue a Construction Change Directive, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

- A. Upon completion of the Work Contractor shall tender an Invoice in arrears for the entire amount. The Owner shall conduct a survey of the work and make note of any deficiencies in the Work. The Contractor shall make corrections to the Owner's satisfaction and the Owner will tender payment.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. Coordinate construction to ensure efficient and orderly execution of each part of the Work.
- C. Progress meetings will be held at Project site every two (2) weeks. Notify Owner of meeting dates. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend.
 - 1. Prepare minutes of each meeting and distribute to parties present.

1.2 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart or calendar construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week or submit a marked up calendar indicating Contractor and Sub-Contractor activity. As Work progresses, mark each bar or calendar item to indicate actual completion.
 - 1. Submit within ten (10) days after date established for Commencement of the Work.
 - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 3. Indicate Substantial Completion and allow time for Owner's procedures necessary for certifying Substantial Completion.
 - 4. Schedule Distribution: Distribute copies to Owner, subcontractors, and parties required to comply with dates.
 - 5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, subcontractors, and parties required to comply with dates.

1.3 SUBMITTAL PROCEDURES

- A. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - 2. Architect will not accept submittals from sources other than Contractor.
- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 5-inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
 6. Contractor's certification that materials comply with specified requirements.
- C. Coordinate each submittal with other submittals and with work that does not require submittals.
- D. Product Data: Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Owner will return the reproducible print. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 2. Identification of products and materials.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
 5. Identification of deviations from Contract Documents.
- F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
- G. Owner's representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library's "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. At the earliest possible time, when acceptable to Owner, change over from use of temporary utility services to use of permanent utilities.
- C. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Provide temporary utility services to Project site for use during construction (if required). Arrange for and coordinate utility services with local utility companies.
 - 1. Owner will pay use charges for temporary utilities.
- B. Provide temporary heat for curing or drying of work, and for protection of new construction from adverse effects of low temperatures. Use of gasoline-burning heaters and open-flame heaters is not permitted.

3.2 CONSTRUCTION FACILITIES

- A. Provide field offices, storage trailers, and other support facilities as necessary for efficient prosecution of the Work.
 - 1. Temporary facilities located within the construction area or within 30 feet of building lines shall be of noncombustible construction.
- B. Provide temporary sanitary facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
- C. Provide temporary enclosures for protection of construction and workers from exposure and inclement weather and for containment of heat.
- D. Do not install project identification and other signs.

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

- E. Collect waste daily and, when containers are full, legally dispose of waste off-site.
 - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.
 - 2. If possible, Contractor will recycle steel materials.

3.3 TEMPORARY CONTROLS

- A. Provide temporary fire protection until permanent systems supply fire-protection needs.
 - 1. Provide adequate numbers and types of fire extinguishers.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.
 - 1. Enclose construction areas with fences with lockable entrance gates, to prevent unauthorized access. Contractor shall ensure that site is secure at each close of the Contractor's work day. (also refer to: SECTION 01100-SUMMARY, 1.2 WORK RESTRICTIONS, B.)
- C. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.

END OF SECTION 01500

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - 3. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - 4. Store heavy items in a manner that will not endanger supporting construction.
 - 5. Store products subject to damage on platforms or pallets, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
- C. Product Substitutions: Reasonable and timely requests for substitutions will be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract.
 - 1. Submit four (4) copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 3. Owner's Representative will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

C. Select products as follows:

1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.

- D. Unless otherwise indicated, Owner will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - OWNER-FURNISHED PRODUCTS (Not Applicable)

PART 4 - EXECUTION (Not Applicable)

END OF SECTION 01600

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Wiring diagrams.
 - 5. Shop Drawings and Product Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

PART 1 - CUTTING AND PATCHING (Not Applicable)

1.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

West Virginia Division of Culture and History
 Grave Creek Mound Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

1.2 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances.
 - 3. Wipe surfaces. Remove excess lubrication.
 - 4. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits.

1.3 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Change over locks and transmit keys to Owner.
 - 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 6. Remove temporary facilities and controls.
 - 7. Complete final cleanup.
 - 8. Touch up, repair, and restore marred, exposed finishes.
 - 9. Obtain final inspections from authorities having jurisdiction.
- B. On receipt of a request for inspection, Owner's Representative will proceed with inspection or advise Contractor of unfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
 - 1. Emergency operations and safety procedures.
 - 2. Noise and vibration adjustments.
 - 3. Maintenance manuals.
 - 4. Spare parts, tools, and materials.
 - 5. Identification systems.
 - 6. Control sequences.
 - 7. Hazards.
 - 8. Warranties and bonds.
- D. Request inspection for certification of final acceptance, once the following are complete:
 - 1. Submit a copy of the Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.
- E. Owner's Representative will re-inspect the Work on receipt of notice that the Work has been completed.

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

1. On completion of re-inspection, Owner's Representative will prepare a certificate of final acceptance. If the Work is incomplete, Owner's Representative will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

END OF SECTION 01700

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Unless otherwise indicated, demolished materials become Contractor's property. Remove from Project site.
- B. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- C. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.
- D. Conduct demolition without disrupting Owner's use of the site
- E. Demolish such that the site will remain secure at close of Contractors work day (Also refer to SECTION 01100-SUMMARY, 1.2 WORK RESTRICTIONS, B and SECTION 01500, 3.3 TEMPORARY CONTROLS, B.).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building, if required.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished, if required
- C. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- D. Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse.
- E. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- F. Remove and dispose demolished fence post foundations. In areas identified by the Owner's Representative or the Site Manager as "archaeologically sensitive" the removal must be monitored by an archeologist. Infill unused existing post holes with soil.
- G. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement
END OF SECTION 01732

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by Owner's Representative or the excavation of materials in a designative "archaeologically sensitive" area without the presence of an assigned Archeologist . Unauthorized excavation and remedial work shall be at Contractor's expense.
- B. Do not interrupt existing utilities serving facilities occupied by Owner. Provide temporary utility services.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.
- B. Unsatisfactory Soil: ASTM D 2487 Soil Classification Groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill: Satisfactory soil materials.
- D. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Bedding: Subbase materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and not more than 5 percent passing a No. 8 sieve.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.
- B. Explosives: (not applicable).
- C. Excavate to subgrade elevations regardless of character of materials and obstructions encountered.

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

- D. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- E. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- F. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer under structures, building slabs, pavements, and walkways to 95 percent of maximum dry unit weight according to ASTM D 698; elsewhere to 90 percent.
- G. Grade areas to a smooth surface to cross sections, lines, and elevations indicated. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1-1/4 inch and pavements and areas within building lines to plus or minus 1/2 inch.
- H. Under pavements and walkways, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross sections, and thicknesses.
- I. Under slabs-on-grade, place drainage fill on prepared subgrade and compact to required cross section and thickness.
- J. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

West Virginia Division of Culture and History
 Grave Creek Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 323119- DECORATIVE METAL FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Submittals-Product Data

B. References-

1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
3. ASTM D523 - Test Method for Specular Gloss. 0020
4. ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
5. ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
6. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
7. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
8. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
9. ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
10. ASTM F2408 - Ornamental Fences Employing Galvanized Steel Tubular Pickets.

C. Product Handling and Storage-

1. Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. AMERISTAR FENCE PRODUCTS (Or approved equal)
- B. The fence system shall conform to Montage Industrial welded ornamental fence *Welded and Rackable* ATF – All Terrain Flexibility Ornamental Steel, Classic, 4" air gap design, extended picket bottom rail treatment, 2-rail style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.
<http://www.ameristarfence.com>

2.2 MATERIAL

- A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft² (184 g/m²), Coating Designation G-60. A minimum of 62% of the steel material shall be derived from recycled scrap metal.
- B. Material for pickets shall be 3/4" square x 14 Ga. tubing. The rails shall be steel channel, 1.5" x 1.4375" x 14 Ga. Picket holes in the rail shall be spaced 4.675" o.c. . Fence posts and gate posts shall meet the minimum size requirements of Table 1

West Virginia Division of Culture and History
Grave Creek Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

Table 1 – Minimum Sizes for Posts

Fence Posts	Panel Height		
2-1/2" x 14 Ga.	7' & 8' Heights		
Gate Leaf	Gate Height		
	Up to & Including 4'	Over 4' Up to & Including 6'	Over 6' Up to & Including 8'
Up to 4'	2-1/2" x 14 Ga.	3" x 12 Ga.	3" x 12 Ga.
4'1" to 6'	3" x 12 Ga.	3" x 12 Ga.	4" x 12 Ga.
6'1" to 16'	3" x 12 Ga.	4" x 12 Ga.	6" x 12 Ga.

2.3 FABRICATION

- A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.
- B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process (or approved equal), thus completing the rigid panel assembly.
- C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Bronze. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

Table 2 – Coating Performance Requirements

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

- D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Industrial weight fences under ASTM F2408.
- E. Gates shall be fabricated using fusion welded ornamental panel material and 1-3/4" sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.1 PREPERATION

- A. All new installation shall be laid out by the contractor in accordance with the construction plans.

3.2 INSTALATION

- A. Fence post shall be spaced according to Table 3, plus or minus 1/2". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-

West Virginia Division of Culture and History
Grave Creek Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

Table 3 – Montage Commercial – Post Spacing By Bracket Type						
Span	For CLASSIC 8' Nominal (91.95" Rail)					
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Montage Commercial Universal (BB112)	Montage Commercial Line Blvd. (BB114)	Montage Commercial Flat Mount (BB111)		Montage Commercial Swivel (BB113)*	
Post Settings ± 1/2" O.C.	95-1/2"	95-1/2"	95-1/2"	96"	*95-1/2"	*96"
*Note: When using BB304 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.						

3.3 FENCE INSTALLATION MAINTENANCE

- A. When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar (or approved equal) spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar (or approved equal) parts or components will negate the manufacturers' warranty.

3.4 GATE INSTALATION

- A. Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations. Provide internal locking devices with ground receiver set in concrete.

3.5 CLEANING

- A. The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

END OF SECTION 323119

West Virginia Division of Culture and History
 Grave Creek Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Comply with ASTM C 94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deformed Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Steel Welded-Wire Fabric: ASTM A 185, flat sheets not rolls.
- D. Portland Cement: ASTM C 150, Type I or II.
- E. Fly Ash: ASTM C 618, Type C or F.
- F. Aggregates: ASTM C 33, uniformly graded.
- G. Fiber Reinforcement: ASTM C 1116, Type III, synthetic fibers, 1/2 to 1 inch .
- H. Air-Entraining Admixture: ASTM C 260.
- I. Chemical Admixtures: ASTM C 494].
- J. Water Stops: (not applicable).
- K. Vapor Retarder: (not applicable).
- L. Liquid Membrane-Forming Curing Compound: ASTM C 309, clear.
- M. Liquid Membrane-Forming Curing and Sealing Compound: ASTM C 1315, clear, Type I, Class A, **sol-vent borne**
- N. Slip-Resistive Aggregate: (not applicable).
- O. Mineral Dry-Shake Floor Hardener: (not applicable).
- P. Joint-Filler Strps: (not applicable).
- Q. Repair Underlayment: (not applicable).

West Virginia Division of Culture and History
 Grave Creek Archaeological Complex, Moundsville, WV
 Complex Security Fence Replacement
 R. Repair Topping: (not applicable).

2.2 MIXES

- A. Proportion normal-weight concrete mixes to provide the following properties:
 - 1. Compressive Strength: 3500 psi at 28 days.
 - 2. Slump Limit: 4 inches at point of placement.
 - 3. Air Content: 5.5 to 7.0 percent for concrete exposed to freezing and thawing, 2 to 4 percent elsewhere.

PART 3 - EXECUTION

3.1 CONCRETING

- A. Construct formwork and maintain tolerances and surface irregularities within ACI 117 limits of Class A for concrete exposed to view and Class C for other concrete surfaces.
- B. Accurately position, support, and secure reinforcement.
- C. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment where needed.
- D. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- E. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- F. Slab Finishes: Troweled finish
- G. Cure formed surfaces by moist curing for at least seven days.
- H. Begin curing concrete slabs after finishing. Keep concrete continuously moist for at least seven days.
- I. Protect concrete from damage. Repair surface defects in formed concrete.

END OF SECTION 03300

West Virginia Division of Culture and History
Grave Creek Mound Archaeological Complex, Moundsville, WV
Complex Security Fence Replacement

BID RETURN CERTIFICATE

Supply all Labor, Materials, and Transportation to remove and replace Security fencing at the Grave Creek Archaeological Complex located at 801 Jefferson Avenue, Moundsville, WV per the Contract Documents.

TOTAL COST\$ _____

Firm Name _____

Address _____

Telephone _____

Fax _____

Date _____

Signature _____

Title _____

BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

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

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

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

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

(U)
Surety Corporate Seal

_____(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.

Agency _____
 REQ.P.O# _____

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.**



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.

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 _____