



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
DCH12067

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2012				

BID OPENING DATE: **02/21/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		340-84		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY, IS SOLICITING BIDS FOR A NEW AUTOMATIC FIRE PROTECTION SYSTEM AT CAMP WASHINGTON CARVER - GREAT CHESTNUT LODGE, ROUTE 1 BOX 5, CLIFFTOP, WV 25831 PER THE ATTACHED DOCUMENTATION.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 01/31/2012 AT 1:00 PM AT CAMP WASHINGTON CARVER. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html 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>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 SUBMITTED 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 02/02/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT</p>						

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<p>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 120 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 FAYETTE 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>						

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL 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>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p>						

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				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		
				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.		
				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.		
				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		

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				<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR</p>		

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DATE.						
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 THE 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.						

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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						

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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
DCH12067

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2012				

BID OPENING DATE: **02/21/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				SHELLY MURRAY		
REQ. NO.:				DCH12067		
BID OPENING DATE:				02/21/2012		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						

***** THIS IS THE END OF RFQ DCH12067 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Camp Washington Carver – Great Chestnut Lodge – Life Safety Improvements

001116 - INVITATION TO BID

The West Virginia Division of Culture and History invites qualified businesses to submit a bid to provide all labor, material, equipment, supplies, and services for the Camp Washington Carver – Great Chestnut Lodge – Life Safety Improvements project, located at Route 1, Box 5, Clifftop, West Virginia 25831.

All work shall be in accordance with the drawings and project manual prepared by VanNostrand Architects PLLC. Bidding Documents may be obtained from:

VanNostrand Architects PLLC
29 East Main Street, Suite 4
Buckhannon, WV 26201
Phone: 304-473-0555 / Fax: 304-473-0781 / Email: bryson@vnarch.com

Cost of Bidding Documents: **\$100 per set**, plus any shipping and handling fees. Fee is non-refundable.

A Pre-Bid Meeting is scheduled for:

Time: **1:00 PM**
Date: **01/31/2012**
Place: **Camp Washington Carver, Route 1, Box 5, Clifftop, West Virginia 25831**

The Pre-Bid Meeting is **mandatory**. All Bidders must attend the Pre-Bid Meeting to familiarize themselves with the Project location, site conditions, and other relevant information.

Submission of Bids

Sealed Bids will be received by the **State of West Virginia – Department of Administration – Purchasing Division** at the following location, until **1:30 PM**. On **02/21/2012**:

**2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
Attn: Shelly Murray (304-558-8801)**

Bids must be submitted on the FORM OF PROPOSAL included in the PROJECT MANUAL.

Each bid shall be enclosed in a sealed, self-addressed, opaque envelope, plainly marked with the following information:

Project: **Camp Washington Carver – Great Chestnut Lodge – Life Safety Improvements
DCH12067**

Location of Bid Opening: **2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130**

Time of Bid Opening: **1:30 PM**

Camp Washington Carver- Great Chestnut Lodge-Life Safety Improvements

Date of Bid Opening: 02/21/2012

Description of Work

The project involves the installation of a water-mist fire protection system throughout an existing 2-story historic building including a basement, crawlspace, and attic. The existing building footprint contains approximately 12,000 square feet. Minor electrical modifications will be required, including work on the existing fire alarm system. Limited interior painting of the distribution piping and fittings, where located in historically significant areas of the building, is also anticipated.

A fire-protection equipment room will be constructed in the Basement to house a 900 gallon water storage tank, compressed nitrogen cylinders, gas pump unit (GPU), and related accessories. A new wall-mounted electric heater will be installed to maintain the room above freezing temperatures. New monitoring devices at the fire-protection system will be connected to the existing Simplex 4006 fire alarm control panel.

Bid Security

Each Bid shall be accompanied by a certified check payable to the Owner for five percent (5%) of the total Bid or in lieu of a certified check, a Bid Bond on the form provided herein for five percent (5%) of the total Bid. Bonds must be issued by a company licensed to transact surety insurance in West Virginia.

Contractor's License

West Virginia Code § 21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capitol Complex, Charleston, West Virginia, 25305. Telephone :(304) 558-7890.

West Virginia Code § 21-11-11 requires any prospective Bidder to include the contractor's license number on their bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to beginning work.

It shall be the General Contractor's responsibility to ensure that all sub-contractors are duly licensed to perform work with the State of West Virginia.

Prevailing Wage Rates

The successful Bidder and all subcontractors must pay the higher of the U. S. Department of Labor Minimum Wage Rates or the West Virginia Division of Labor Wage Rates as established for Fayette County, pursuant to West Virginia Code § 21-5A, et. seq.

Workers' Compensation Requirements:

The successful bidder shall be in compliance with all rules and regulations of the State of West Virginia Workers' Compensation Fund and have all premiums paid and reports filed currently. The successful Bidder will be required to furnish a copy of their proof of coverage, to the Owner, prior to beginning work.

Wage Bond

Camp Washington Carver-Great Chestnut Lodge-Life Safety Improvements

Firms engaged in construction work in West Virginia less than five (5) years preceding the date of the Bid shall post a wage bond with the West Virginia Division of Labor.

Insurance:

The Contractor shall purchase and maintain for the duration of the work insurance coverage for not less than the minimum limits (or greater if required by law) set forth in the sample Certificate of Insurance found in the project manual. The successful Bidder will be required to furnish a copy of their proof of coverage prior to issuance of a purchase order.

All such insurance policies shall provide for at least thirty- (30) day's prior written notice of cancellation to the Owner. The Certificate of Coverage shall be signed by an authorized agent and listing the Owner, as Certificate Holder.

Vendor Registration

All Contractors must be registered with the State of West Virginia before conducting business. All vendors must be registered prior to issuance of a purchase order and will be responsible for and must pay any registration fee.

Performance, Payment and Maintenance Bonds

The successful Bidder will be required to furnish, at the Bidder's expense, a Performance Bond and a Labor and Material Payment Bond for One Hundred Percent (100%) of the contract award and, if applicable, a two (2)-year roofing Maintenance Bond for the full value of the roofing system. Bonds must be issued by a company licensed to transact surety insurance in West Virginia.

Obligations of Successful Bidder

The successful Bidder shall deliver the required bonds and all other Contract Documents, including Certificates of Insurance, within fifteen (15) days after receipt of the Owner's letter of intent to award a Contract. All Contract Documents must be properly executed. Should the successful Bidder fail or refuse to deliver the required bonds and all other Contract Documents, properly executed, within fifteen (15) days after receipt of the Owner's notice of intent to award a Contract, the Owner may withdraw the notice of intent to award, and the successful Bidder shall forfeit the security deposited with his Bid as liquidated damages, not as a penalty. In the alternative, the Owner may reduce the Contract Time allotted to Contractor for reaching project completion proportionately to the number of days beyond the fifteen (15) days allotted to the Contractor for submission of properly executed Documents, "with no additional cost to Owner" or "with no change to contract sum".

Contract Time

The work shall be Substantially Complete within **120 calendar days**, beginning at the Commencement Date listed on the Bid Form, or the actual date of jobsite mobilization, whichever is first, and agrees to achieve Final Completion of the total project within **30 additional calendar days**.

Camp Washington Carver-Great Chestnut Lodge- Life Safety Improvements

Liquidated Damages

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner **Two Hundred Dollars (\$200.00) per** day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any additional fees of the Architect and the Architect's consultants that may accrue. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

Furthermore, the parties hereby agree that for each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any additional fees of the Architect and the Architect's consultants that may accrue. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

If a court of competent jurisdiction declares or determines that the liquidated damages clause contained herein, or any part thereof, is unenforceable, then the Owner shall have the right to seek any and all damages incurred by it and meant to be covered by such clause, or part thereof, as the case may be, in law, equity or otherwise.

Progress Payments

The Owner shall make progress payments on account of the Contract Sum to the Contractor for a period ending the 25th day of each month. The invoice should be delivered to the Owner before the first day of the month and must be certified and approved by the Owner's project representative. Payment will be made within thirty (30) days thereafter.

Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor a Consent of Surety, authorize any remaining partial payments to be paid in full. Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens or a bond satisfactory to the Owner indemnifying him against any lien.

Any interest due and payable for payments due and unpaid under this Contract shall be made pursuant to West Virginia Code.

The Contractor will be responsible for payment of B&O taxes. Before final payment is due the Contractor, all applicable state and local taxes must be paid. The Contractor must present evidence that payment or satisfaction of all such tax obligations has been made.

West Virginia Jobs Act

All Contractors, when applicable, shall comply with the provisions of the West Virginia Jobs Act, West Virginia Code§ 21-1C-1 et seq., as further described in State of West Virginia Supplementary Conditions

Camp Washington Carver- Great Chestnut Lodge-Life Safety
Improvements

to AIA Document A201-2007, Article 3, paragraph 3.4.1.6, included herein. For projects awarded after June 11, 2010, with a construction value greater than \$500,000.00, the provisions of the West Virginia Jobs Act will be applicable.

It shall be the contractor's responsibility to file certified payrolls directly with the WV Division of Labor (WVDOL), with a complete copy, including copy of the transmittal letter to WVDOL, to the Architect, and to the Owner.

Termination of the
Contract

The Owner may, at any time, terminate the Contract in whole or in part for the owner's convenience and without cause. In such an event, the Contractor shall be paid for all work performed in accordance with the Contract documents, for reasonable termination expenses and a reasonable allowance for overhead and profit on Work completed. However, such payments, exclusive of termination expenses, shall not exceed the total Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to overhead and profit on work which has not been performed.

END OF INVITATION TO BID

Camp Washington Carver – Great Chestnut Lodge-Life Safety Improvements

004213- FORM OF PROPOSAL

TO THE OWNER: West Virginia Division of Culture and History
C/o West Virginia Department of Administration-Purchasing Division
Attn: Shelly Murray
2019 Washington Street, East
Charleston, WV 25305-0130

FROM: _____

PROJECT: Camp Washington Carver-Great Chestnut Lodge-Life Safety Improvements
Route 1, Box 5
Clifftop, WV 25831

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents, not including work covered by Bid Alternates below, within the time set forth therein, for the sum of:

BASE BID: _____ \$ _____

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

ALTERNATES: If accepted by the Owner, the Bidder agrees to perform the Work of the following alternates for the indicated sums: The Owner is under no obligation to accept alternates in any particular order of preference. Please refer to Section 012300, in the Project Manual, for descriptions of each Alternate.

BID ALTERNATE #1 (ADD) _____ \$ _____

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

Camp Washington Carver – Great Chestnut Lodge – Life Safety Improvements

RESPECTFULLY SUBMITTED:

SIGNATURE: _____ DATE: _____

NAME: _____

TITLE: _____

FIRM NAME: _____

FIRM ADDRESS: _____

Corporate Seal if Applicable

TELEPHONE: _____

CONTRACTOR'S
LICENSE NO. _____

CONTRACTOR'S
F.E.I.N. NO. _____

CONTRACTORS' LICENSE

West Virginia Code § 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capitol Complex, Charleston, West Virginia, 25305. Telephone: (304) 348-7890. West Virginia Code § 21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

ADDENDA ACKNOWLEDGMENT

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

Addenda No. 1 _____

Addenda No. 2 _____

Addenda No. 3 _____

Addenda No. 4 _____

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

SIGNATURE: _____ DATE: _____

Signature in Ink

END OF FORM OF PROPOSAL

FORM OF PROPOSAL

004213-2

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
 RFQ/RFP# (B)

Bid Bond

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

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

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

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

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

 (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 exceed five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

