



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

Solicitation

NUMBER
DCH13012

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE HILL
304-558-2157

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
07/17/2012

BID OPENING DATE: 08/16/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
COLLECTION STORAGE SYSTEM TO INCLUDE BUT NOT LIMITED TO LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND TRANSPORTATION PER THE ATTACHED SPECIFICATIONS. PREVIOUSLY BID UNDER RFQ# DCH12107 SEE ATTACHED INSTRUCTIONS TO BIDDERS. ***** THIS IS THE END OF RFQ DCH13012 ***** TOTAL: _____						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

| A **MANDATORY PRE-BID** meeting will be held at the following place and time:

July 31, 2012 at 2:00 pm

The Division of Culture & History
The Cultural Center
1900 Kanawha Blvd. East
Charleston, WV 25305-0300

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 2, 2012

Submit Questions to: Connie Hill
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Connie.S.Hill@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | Technical
 | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 16, 2012 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

| ✓ | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
\$1,000,000.00 or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

| General Property Insurance - \$1,000,000.00 minimum

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

| Vendor must provide WV State Contractors License Number/Certificate with your bid.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount _____ for _____. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SECTION 10674.01 – MECHANICAL-ASSIST COLLECTION STORAGE

PART 1 - GENERAL

1. RELATED DOCUMENTS

- A. Work of this Section shall be governed by the Contract Documents. Provide materials, labor, equipment, transportation, and services necessary to furnish, deliver, and install all work of this Section as shown on the drawings; to include approved shop drawings, as specified herein and as required by job conditions.
- B. Work of this Section shall include but not be limited to the following:
 - 1. Preparation of floor surface and installation of floor track.
 - 2. Installation of mobile mechanical assist carriage system.
 - 3. Installation of storage and shelving systems.

2. SUMMARY

- A. This Section includes the following:
 - 1. Mechanically assisted, carriage mounted high-density mobile storage units, support rails, fabrication, and installation including leveling of support rails.
- B. Related Work included in this proposal:
 - 1. Structural floor system capable of supporting live and dead loads required by prevailing building codes, including rolling loads of storage units to be installed.
 - 2. Finish floor covering materials and installation on raised floors and ramps or when on concrete with recessed rail installation.
- C. Add/Alternates: If the project budget allows, the Agency will select from the following specialty storage units. (refer to the Cost Bid Sheet)
 - 1. Alternate #1 – Finished Concrete Floor - *full*. New high strength (4,000 psi pea gravel mix), fiber reinforced (approximately ¾ lb fiber per yard) concrete floor over entire Collections Area to match working height of installed rails (approximate average of 2 inches depending on levelness of floor) so the need for ramps and decking would be eliminated.
 - a. New concrete floor will be ADA and ACI compliant.
 - b. Pour should gradually extend (on all sides) into the main hallway.
 - c. Manufacturer is required to provide details on process and materials used. Method of surface preparation, limiting particulates and chemical odors throughout the space must be addressed.
 - d. Manufacturer is required to identify:
 - 1) Method and number of pours.
 - 2) Method of testing internal temperatures to maintain allowable internal temperatures during placement of and hours after the pours. Differential standard is 40 degrees F.

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- 3) Equipment to be used for vibrating, finishing, floating, tinting, misting, and curing (if applicable).
 - 4) Inspections and concrete deliveries.
2. Alternate #2 – Finished Concrete Floor - *partial*. New high strength (4,000 psi pea gravel mix), fiber reinforced (approximately ¾ lb fiber per yard) concrete floor over Collections Area floor covering all areas above except the inside decking area. Floor to match working height of installed rails so the need for ramps leading up to carriages would be eliminated. Decking within carriage systems is required to be made of heavy cold rolled steel (with anti-slip protectant), capable of holding load capacities of 1,000 lbs. per square foot. Manufacturer is required to provide details on process and materials used. (a – d applies as above)
- D. Pre-Bid Meeting:
1. A mandatory pre-bid meeting is scheduled for July 31, 2012 at 2:00pm the West Virginia Division of Culture and History located at 1900 Kanawha Boulevard, East (Building 9) on the WV Capitol Complex in Charleston, WV. Contractors are asked to assemble in the Green Room. It is the intent of the WVDCH to provide prospective contractors the opportunity to survey the installation site.
 2. Questions concerning this solicitation and those specific to the physical location of the storage area must be directed to Connie Hill, Purchasing Buyer via email at Connie.S.Hill@wv.gov or via fax at 304-558-4115.
3. REFERENCES
 - A. American Library Association (when applicable)
 1. Cantilever Bracket Type Metal Library Bookstacks; Library Technology Reports.
 - B. American National Standards Institute (ANSI) Standards:
 1. Applicable standards for fasteners used for assembly.
 - C. American Society for Testing and Materials (ASTM) Standards:
 1. Applicable standards for steel materials used for fabrication.
 - D. American Institute Of Steel Construction (AISC) Standards:
 1. Applicable standards for steel materials used for fabrication.
 4. SYSTEM DESCRIPTION
 - A. General: The system consists of manufactured storage units mounted on manufactured track-guided carriages to form a compact storage system. System design permits access to any single aisle by manually moving units until the desired aisle is opened. The carriage/rail system provides uniform carriage movement along the total length of travel, even with unbalanced loads.
 - B. Carriage System Design and Features: The carriage system consists of a formed structural steel frame with machined and balanced wheels riding on steel rails recessed or surface mounted to the floor. Rails shall be types selected by the manufacturer and approved by the Owner to ensure smooth operation and self-centering of mobile storage units during travel without end play or binding. Rail types, quantities and spacing shall be selected by the manufacturer according to load specifications and approved by the Owner to suit installation conditions and requirements. All bearings used in the drive mechanism shall be permanently shielded and lubricated.

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- C. Decking must be under all shelving, leveled and Decking within carriage systems is required to be made of heavy cold rolled steel (with anti-slip protectant), capable of holding load capacities of 1,000 lbs. per square foot. Manufacturer is required to provide details on process and materials used. ADA heavy rolled steel ramp must be furnished and installed on ends of carriages extending to the length of the shelving units.
 - D. Movement Controls: Ergonomically designed triple arm operating handles with rotating knobs shall be provided on the accessible (drive) ends of shelf units, centered on the end panel, located 40 inches (1051MM) from the base of each unit to permit units to be moved to create a single aisle opening. Turning the handle transmits power through chain drive to drive wheels on each carriage. Row A – single sided, Row B – two sided. Row C (Art rack) - single sided.
 - E. Drive System: The system shall be designed with a positive type mechanically-assisted drive which minimizes end play, ensures there is no play in the drive handle, and that carriages will stop without drifting.
 - 1. System shall include a chain sprocket drive system for each movable carriage to ensure that carriages move uniformly along the total length of travel, even with unbalanced loads. All system components shall be selected to ensure a smooth, even movement along the entire carriage length. Drive system gearing shall be designed to permit 1 lb. of force applied to the drive handle to move a minimum of 4,000 lbs. of load.
 - 2. A tensioning device shall be provided on each chain drive with provision for adjusting tension without removing end panels.
 - 3. All bearings used in the drive mechanism shall be permanently shielded and lubricated.
 - F. Safety Features:
 - 1. Color-coded visual indicators shall provide verification that carriages are in a locked or unlocked mode.
 - 2. A single safety lock button, mounted on each operating wheel hub, will permit moving a carriage in either direction to create a new access aisle when pulled out (unlocked), or locking the carriage when pushed in.
 - G. Finishes:
 - 1. Fabricated Metal Components And Assemblies: Manufacturer's standard powder coat paint finish (a minimum of 20 colors).
 - 2. End Panels, Accessible Ends: Manufacturer's standard powder coat paint finish (a minimum of 20).
5. PERFORMANCE REQUIREMENTS
- A. Design Requirements: *(All measurements are required to be field verified by Contractor)
 - 1. Limit overall height to:
 - a. Row A and B - [105] inches.
 - b. Row C - [108] inches.
 - 2. Limit overall length to:
 - a. Row A and B - [264] inches.
 - b. Row C - [168] inches.

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- B. Ease of Movement: Provide mechanically assisted units capable of being moved by exerting a maximum horizontal force of 5 pounds on the operating wheel.
 - C. Seismic Performance: Provide mobile storage units capable of withstanding the effects of earthquake movement when required by applicable building codes.
6. SUBMITTALS
- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of shelving, track and installation accessory required. Include data substantiating that products to be furnished comply with requirements of the contract documents.
 - B. Shop Drawings: Contractor will show fabrication, assembly, and installation details including descriptions of procedures and diagrams; show complete extent of installation layout including clearances, spacings, and relation to adjacent construction in plan; show elevation and sections. Contractor will indicate clear exit and access aisle widths; access to concealed components; assemblies, connections, attachments, reinforcement, and anchorage; and deck details, edge conditions, and extent of finish flooring within area (where applicable) where units are to be installed.
 - 1. 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 ½ by 11 inches but no larger than 30 by 42 inches. Owner will return the reproducible print.
 - 2. Show installation details at non-standard conditions. Furnish floor layouts, technical and installation manuals for every unit shipment with necessary dimensions for rail layout and system configuration at the project site. Include installed weight, load criteria, furnished specialties, and accessories.
 - 3. Provide layout, dimensions, and identification of each unit corresponding to sequence of installation and erection procedures. Specifically include the following:
 - a. Location, position and configuration of tracks on all floors.
 - b. Plan layouts of positions of carriages, including all required clearances.
 - c. Details of shelving, indicating method and configuration of installation in carriages.
 - 4. Provide location and details of anchorage devices to be embedded in or fastened to other construction.
 - 5. Provide installation schedule and complete erection procedures to ensure proper installation.
 - C. Samples: Provide minimum 3 inch (76MM) square example of each color and texture on actual substrate for each component to remain exposed after installation.
 - D. Selection Samples: For initial selection of colors and textures, submit manufacturer's color charts consisting of actual product pieces, showing full range of colors and textures available.
 - E. Warranty: Submit draft copy of proposed warranty for review by the Owner.
 - F. Installer Certificates: Furnish signed certification by manufacturer attesting that installers comply with specified requirements. Submit manufacturer's certification that products comply with requirements of the contract.
 - G. Certification Letter: A certification letter signed by the contractor, stating that they have inspected the job site and understand fully the site logistics specific to, but not limited to bringing

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material into the building. This certification is assurance that the Vendor is familiar with the building and location of Collections Room 1 "CR1".

- H. Maintenance Data: Provide in form suitable for inclusion in maintenance manuals for mobile storage units. Data shall include operating and maintenance instructions, parts inventory listing, purchase source listing, emergency instructions, and related information.
 - 1. Submit manufacturer's instructions for proper maintenance materials and procedures.
 - 2. Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use conditions. Include precautions against using materials and methods which may be detrimental to finishes and performance.
- I. Reference List: Provide a list of recently installed mobile storage units to be reviewed by owner. Intent of list is to aid in verifying the suitability of manufacturer's products and comparison with materials and product specified in this section.
- J. Formaldehyde-free Certification Rail/Deck: Furnish signed certification by the manufacturer on their letterhead, to the attention of the WVDCH attesting that the materials used for this project do not contain, nor emit formaldehyde VOC's.
- K. Low-Gassing Certification: Furnish signed certification by all manufacturers providing equipment on their letterhead, to the attention of the WVDCH attesting that the paint finishes used on the carriages, shelving and racks and all other steel painted surfaces contain low off-gassing materials that could have an impact on the collection.
- L. The successful Contractor shall, prior to award, submit a copy of their current West Virginia Contractor's License.
- M. The successful Contractor shall, prior to award, provide the following required insurance: Worker's Compensation – Statutory requirements and benefits. Employer's Liability - \$100,000, Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The West Virginia Division of Culture and History must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage. Automobile Liability - \$500,000 – Combined single limit.
- N. Delivery of equipment and installation shall begin no later than 4/6 weeks after receipt of order (ARO) and approved submittals. See Section 10E, Phased Installation, for processing stipulations; and Part 3 – EXECUTION, Section 2B, Construction Schedule for duration of the project. Due to the duration of the production and installation schedule, the successful Contractor and the West Virginia Purchasing Authority will determine a fair and reasonable billing sequence within five (5) days of the ARO. Note: This is a phased project. The total days to complete the project will be contingent upon the following:
 - 1. Acceptance of Add/Alt 1 – Environmental conditions required to pour concrete
 - 2. Acceptance of Add/Alt 2 – same
 - 3. Time required properly moving and protecting "Collections" remaining in area.
- O. Failure to provide, or not fully disclose deviations to specifications and mandatory submittals may be cause for disqualification.

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7. QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** The entire system including carriages, shelving and tracking ails will be manufactured and installed by firms regularly engaged in the manufacturing and installation of both steel shelving and high-density mechanical assist storage systems for at least the past two years. Furnish Manufacturer's certification attesting ISO 9001 quality system registration should be submitted with bid.
- B. **Installer Qualifications:** Engage an experienced installer who is a manufacturer's authorized representative for the specified products for installing carriages and anchoring shelving units to carriages.
 - 1. **Minimum Qualifications:** 1-year experience installing systems of comparable size and complexity to specified project requirements.
 - 2. **Guaranteed 24-hour service response time.**

8. DELIVERY, STORAGE AND HANDLING

- A. Follow manufacturer's instructions and recommendations for delivery, storage and handling requirements.
- B. Sequence storage shelving system installation with other work to minimize possibility of damage and soiling during remainder of construction period.
- C. Schedule installation of specified products and accessories after finishing operations, including painting.
- D. Provide components, which must be built in at a time, causing no delays in the general progress of the work schedule.

9. PROJECT CONDITIONS

- A. **Field Measurements:** The Successful Vendor is required, to verify all dimensions before fabrication of materials. Indicate verified measurements on Shop Drawings. Coordinate fabrication and delivery to ensure no delay in progress of the work. Contractors may view the specifications, plans, and make field measurements by calling and setting up an on-site appointment to visit the Division of Culture and History located in Building 9 on the WV Capitol Complex, with Mark Lynch, Manager for Facilities Operations, 304-558-0220, ext. 160, between the hours of 9:00 a.m. and 2:00 p.m. Verify dimensions before fabrication. Indicate verified measurements on Shop Drawings. Coordinate fabrication and delivery to ensure no delay in progress of the Work.
- B. **Established Dimensions:** Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating mobile storage units. Coordinate construction to ensure actual dimensions correspond to established dimensions.

10. SEQUENCING AND SCHEDULING

- A. **Sequencing:** Coordinate storage shelving system installation with other work to minimize possibility of damage and soiling during remainder of construction period.
- B. **Scheduling:** Plan installation to commence after finishing operations, including painting, have been completed.

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- C. Built-In Items: Provide components which must be built in at a time which causes no delays general progress of the work.
 - D. Work Schedule: Work is to be performed in two phases. The Owner will be responsible for removing the contents of the East side of the room and moving the contents
 - E. Phased Installation: Due to the size and breadth of the project and limited temporary space available to store the Collection, this will be a phased project. It is the responsibility of the chosen contractor to work with WVDCH to coordinate the installation schedule. The phased installation and sequencing will be determined by the contractor and approved by WVDCH after both parties have evaluated the existing location of the collection, the area and proper procedural methods to use to protect the collection while the installation is performed, and the temporary storage conditions necessary to maintain during install. Once evaluation has been completed, the contractor must provide WVDCH with a detailed written installation schedule.
 - F. Pre-installation Conference: Schedule and conduct a pre-installation conference on project site to review methods and procedures for preparing floor, pouring concrete, installing mechanical assist carriage system and shelving units and art racks including, but not limited to, the following:
 - 1. Review project conditions and levelness of flooring and other preparatory work.
 - 2. Review and verify structural loading limitations.
 - 3. Recommended attendees include:
 - a. Owner's Representative.
 - b. Prime Contractor or representative.
 - c. The Owner's operations and maintenance representative.
 - d. Manufacturer's representative.
 - e. Subcontractors or installers whose work may affect, or be affected by, the work of this section.
11. WARRANTY
- A. Provide a written warranty, executed by Contractor, Installer, and Manufacturer, agreeing to repair or replace units which fail in materials or workmanship within the established warranty period. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have under General Condition's provisions of the Contract Documents.
 - B. Warrant the entire movable compact shelving installation against defects in materials and workmanship for a period of five years from date of acceptance by the Owner.
12. MAINTENANCE
- A. Provide manufacturer's extended maintenance agreement for 1 year, commencing on the day the standard maintenance warranty ends. Warranty and maintenance dates will be established by Change Order after the successful installation and acceptance of the system by WVDCH.

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PART 2 - PRODUCTS

1. MANUFACTURERS

- A. General: Products are based upon mechanical assist carriage system products and shelving systems manufactured by authorized contractors meeting specification requirements.

2. BASIC MATERIALS

- A. General: Provide materials and quality of workmanship which meet or exceed established industry standards for products specified. Material thicknesses/gauges are manufacturer's recommended options and Owner's approval unless otherwise indicated.

3. GROUT

- A. General: Provide non-shrink, non-staining hydraulic cement compound conforming to the following requirements, based on the performance of the test specimens at room temperature and in laboratory air.
1. Linear Movement: No shrinkage while setting; maximum expansion limited to .002 inches per linear inch.
 2. Compressive Strength: Based on two inch cubes made following ASTM standards, tested on a Balding-Southward machine of 60,000 pounds capacity, meet or exceed the following:
 - a. Age: 1 hour ---- 4,500 psi
7 days ---- 8,000 psi

4. MANUFACTURED COMPONENTS

- A. Configuration: The Mechanical Assist Storage System will be an integrated assembly of independent, mobile and stationary rows. Shelving units shall be mounted on the carriages and travel along a track such that all rows shall be packed together tightly and an aisle can be created between rows by moving the carriages using the ergonomically designed triple arm operating handles
1. Aisle (within carriages)
 - a. Row A – 8 feet (96 inches)
 - b. Row B – 6 feet (72 inches)
 - c. Row C – 4 feet (48 inches)
 2. Rails: Rails will be designed to be attached on top of concrete floor and allow for adjustment so rails can be leveled over an uneven floor.
 - a. Rails shall be designed and manufactured to carry loads concurrent with artifacts that will be stored on the units (minimum load is 1,000 pounds per linear carriage foot). Row A – heavy / maximum , B – mid-range, C - Art
 - b. All rails will be convex, for self guiding wheels with anti-tip channels.
 - c. Rails shall be leveled with and not project above or below the walking surface.
 - d. Rails will be located and positioned properly, leveled and grouted allowing for at least a minimum of .25" of grout under the track and rail from the high spot in the floor. Grout to be worked under rail, any voids completely filled and trimmed

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- upsides and flush with rails. This will allow proper weight distribution from rail to existing slab.
- e. All rails must extend completely under all stationary ranges.
 - f. All rail connection joints shall be designed to provide horizontal and vertical continuity between rails sections, to gradually transfer the concentrated wheel point load to and from adjoining sections.
 - g. Each rail will be connected in such a way to eliminate any twisting in any direction to ensure the joint remains flush and be designed for the most severe operating conditions.
 - h. Material: ASTM/AISI Type 1035 or 1045 solid steel, or approved equal.
 - i. Rails to be rechecked for integrity of position and levelness and anchored into structural concrete slab, using anchors in sizes and quantities as determined by manufacturer and approved by WVDCH.
3. Minimum Contact Surface: 5/8 inch (16MM) wide.
 4. Provide rail sections in minimum 6 foot (1.83M) lengths.
 5. Provide rail connections designed to provide horizontal and vertical continuity between rail sections, to gradually transfer the concentrated wheel point load to and from adjoining rail sections. Butt joints are not permitted.
 6. Rails with a center groove that accept center flanged wheels are not acceptable due to the potential collection of dirt and debris in the grooves.
 7. Anti-Tip Rail Form Covers: Manufacturer shall provide for protection if required to prevent damage to rails during concrete back pours when anti-tip devices are installed.
- B. Decking (Floor) / Ramp:
1. Finished elevation of the raised floor shall be flush with the top of the rails.
 2. The ramp will be constructed and finished with the same material as the deck. Decking within carriage systems and ramps are required to be made of heavy cold rolled steel (with anti-slip protectant), capable of holding load capacities of 1,000 lbs. per square foot. Manufacturer is required to provide details on process and materials used. Ramp shall not extend into the front access aisle and will be contained completely within the Mechanical Assist Storage System. Particle board sheathing materials are not permitted.
 3. The floor and ramp shall be constructed in a manner that will absolutely prevent any warping or deformation of the floor panels in a normal operating environment.
 4. Floor covering is to be installed and supplied under this contract.
 5. All exposed surfaces shall be coated with no less than one (1) layer of latex primer. Edges and underside of deck primer must be completed prior to deck and ramp installation. The walking surface shall be coated with no less than two (2) finish layers of anti-slip protectant with material proposed by Contractor and approved by Owner.
 6. Provide fire retardant treated floor/ramp materials when required by code.
- C. Carriages:
1. All carriages shall support at a minimum load of 1,000 pounds per linear carriage foot without distorting in any manner. Carriages are not to have deflection greater than 0.10" when loaded to 1,000 lbs./ft. capacity over a 72" rail spacing. Test data must be available to verify. Provide manufacturer's design of movable carriages fabricated of welded or bolted steel construction. Galvanized structural components and/or riveted carriages are unacceptable.

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2. Carriages are fabricated from 12 gauge cold rolled steel. Welded carriage sections are comprised of side channels, torsion channels, and cross members. Overall carriage lengths can be created by bolting sections together to provide the maximum strength.
3. Wheel support sections shall be 12-gauge (minimum) steel and a minimum of two (2) wheels per rail. Carriages longer than 10 feet require two (2) rails; 11 to 16 feet require three (3) rails; and 17-27 feet require five (5).
4. Provide fixed carriages of same construction and height as the movable carriages, anchored to rails. Setting fixed shelving directly on floors is not permitted.
5. When required, provide bolted carriage splices designed to maintain proper unit alignment and weight load distribution.
6. Provide each carriage with the required number of wheels per rail in accordance with maximum load and length. Owner to approve.
7. Carriage construction shall be so designed to allow the shelving uprights to be secured to the carriage frame with vibration proof anchor assemblies (two (2) per upright at a minimum).
8. Carriage straightness shall have no more than ¼" maximum deviation from a true straight line. There shall be no permanent set or slippage in any spiced or welded joint when exposed to forces encountered in normal operating circumstances and unbalance loads.
9. Carriages shall be powder coat (1.5 mil) inside and out. Color selection by Owner to match shelving or compliment shelving. Powder coat paint finish is required for finish durability and low off-gassing. Finish has to be inert, with no volatiles present in finished product. Visible galvanized steel structural carriage components are unacceptable.
10. Visible length of carriage frames shall be smooth and free of any holes or protruding hardware. Only bumpers (if required) may be mounted on face of the carriage frame.

D. Drive / Guide System:

1. Design: Provide drive system which prevents carriage whipping, binding and excessive wheel/rail wear, even under unbalanced load conditions. Vendor to provide drive system which prevents carriage whipping, binding and excessive wheel/rail wear, even under unbalanced load conditions. The load capacity must also be met in accordance with the specifications.
 - a. If line shafts are used, all wheels on one side of carriage shall drive.
 - b. If synchronized drives are used, a minimum of one wheel assembly driving both sides of carriage at center location required. Drive shaft shall exhibit no play or looseness over the entire length of that assembly.
2. Shafts: Solid steel rod or tube.
3. Shaft Connections: Secured couplings.
4. Bearing Surfaces: Provide rotating load bearing members with ball or roller bearings. Provide shafts with pillow block or flanged self-aligning type bearings.

E. Wheels:

1. All wheels shall be precision –machined minimum steel hardness of C1045 cold rolled steel. (same material and hardness as the track to prevent uneven wear) Minimum load capacity per wheel: 3200 lbs (1455kg).
2. Guides: Determined by manufacturer; minimum 2 locations. The guidance system shall include double-flanged wheels at each track. All wheels are to be guide wheels (2 per rail).

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3. Each movable carriage shall have two wheels per rail, one of which MUST be a drive wheel. All wheels on one side of each movable carriage shall be connected by at least a 1" drive shaft. This is to prevent carriage whipping, binding, and wheel-rail wear and the possibility of carriage derailment.
- F. End Panels:
1. Materials: Square steel construction of one piece of no less than 18 gauge steel. The use of plastic end caps (edging) is not permitted. Edges are to be smooth and finished.
 2. All exposed ends (refer to design drawings) shall have steel end panels covering the full width and height of the carriage and storage housing. Row A, against wall will not need End Panels.
 3. A minimum of three (3) (at a minimum) 18 gauge structural hand channel supports shall be welded into the back of the panel at the top, base and center to provide unit rigidity.
 4. End panels shall be free of any exposed assembly holes or protruding hardware, and shall be assembled without any exposed sharp edges. For high density storage applications, two (2) 3" x 5" (76mm x 127mm) removable magnetic cardholders shall be provided per aisle entry location and attached to the end panels with centers located 60" (1624mm) above the finished floor. Row A – (1) one sided, Row B – (2) two sided, Row C – (1) one sided.
 5. Finishes: Selected from manufacturer's available colors and patterns - a minimum of 20 colors shall be offered.
- G. Accessories:
1. ROW B - Dual Control: Provide operating handle on each end of carriages.
 2. Anti-Tip Devices: Provide manufacturer's standard fixtures.
 3. Waist High Carriage Locks: Provide manufacturer's standard.
 4. Carriage Mount Locks: Provide manufacturer's standard.
5. FABRICATION
- A. General: Coordinate fabrication and delivery to ensure no delay in progress of the work.
- B. Shelving, Supports and Accessories: See individual descriptions in "Shelving" paragraphs.
6. FINISHES
1. Colors: Selected from manufacturer's available colors. A minimum of 20 colors shall be offered.
 2. Paint Finish: Provide factory applied electrostatic powder coat paint. Meet or exceed specifications of the American Library Association.
 3. Laminate Finish: Provide factory applied laminate panels at locations indicated on approved shop drawings.
 4. Edgings: Provide preformed edging, color-matched to unit colors selected.

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PART 3 - EXECUTION

1. EXAMINATION

- A. Examine floor surfaces with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of mobile storage units.
- B. Verify that building structural system is adequate for installing mobile storage units at locations indicated on approved shop drawings. (if applicable)
 - 1. For installations on existing floors, ensure that rail spacings indicated on shop drawings are in proper locations so existing load-bearing structural members are not over stressed.
- C. Verify that intended installation locations of mobile storage units will not interfere with nor block established required exit paths or other access points in room or similar means of egress once units are installed.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to proper performance of mobile storage units, once installed.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

2. CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within five to seven calendar 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.
 - 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.
- B. Managing field presence: This project is to be completed in various phases, allowing WVDCH staff to empty 50% of the contents of the room from the West Side to the East Side. Once the bulk side is empty, the initial phase of the installation can begin. When the track, rails, carriages, and shelving units are installed in Row A, the Contractor is not required to return until the East Side is empty and ready for installation except as identified below. Approximate duration for contracted installers to be on site is (210 calendar days).
 - 1. The Contractor/subcontractors responsibility will include:
 - a. Construction of a temporary wall section dividing the Collections Storage area in half and providing both security and protection (from dust and particulates) of artifacts that will remain within one section of the space while the installation of rails, tracks, carriages, and shelving is taking place.
 - b. Installation of all phases of work for Row A, B, and C.

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- c. A minimum crew will remain on site during the weeks separating phases with responsibility to assist with the configuration of shelving as WVDCH requires and assist with movement of collection (under client supervision) until that portion of the collection move is complete.
- d. Upon completion, of the final phase, contractor must train client on the system
- e. It is the responsibility of the contractor to remove all packing material and trash on a daily basis. Trash receptacle is contractor's responsibility; however WVDCH will provide a location adjacent to the loading dock if requested from Contractor. Otherwise, Contractor is required to remove any trash and debris from the facility on a daily bases.
- f. Contractor will ensure that any and all individuals working on-site understand the restrictions from taking any food, beverage, or tobacco products into the Collections Storage Area – this will be strictly enforced by Museum and Security staff.
- g. Contractor will ensure that any and all individuals working on-site understand the parking, sign-in, and entry access procedures.
- h. The condition of any floors in hallways to and from the loading dock is the responsibility of the Contractor. A walk-through inspection will be done before, during, and after the project to ensure the floors are protected. It will be the responsibility of the Contractor to employ an outside commercial floor cleaning service to clean and wax the travel path if deemed necessary.
- i. Based on other trades working on the job site, the Contractor that is awarded this contract may be required to unload and perform the inside delivery of equipment after 5:00 p.m. Coordination of deliveries should be made with WVDCH Museum and Security staff to avoid staff scheduling conflicts.
- j. It is the responsibility of the Contractor / or designated Project Manager to coordinate and be available for any and all products that are delivered to the site. The Project Manager must be present to inspect packages for damage and move products to their designated area. Products are never to be left in insecure areas.
- k. Contractor(s) are required to ensure all staff is briefed on the proper handling and care of collections housed in the temporary storage space. Limited access will be given to specific locations. If these access areas are jeopardized, WVDCH has the authority to remove individuals from the site (using proper protocol).
- l. Contractor will be allowed use of sanitary facilities located I the non-public areas of the Lower Level. Contractor shall ensure that the facilities are maintained in a clean condition and will respond to Owner's Representative direction concerning the facilities. Contractor, in the course of the work, will not cause materials to be deposited in drains or other improper disposal. Blockages and subsequent damages occurring as a result of contractor materials being improperly deposited will be corrected at the Contractor's expense. Initial walk-thru by Contractor and Owner's representative will take place.
- m. Remove components that are chipped, scratched, or otherwise damaged and which do not match adjoining work. Replace with new matching units, installed as specified and in manner to eliminate evidence of replacement.

3. PERFORMANCE AND INSTALLATION REQUIREMENTS

- A. No drifting or rolling of stopped carriages will be acceptable.
- B. Play or looseness between drive wheels and wheel axle is not permitted.

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- C. Bumpers to be minimal $\frac{3}{4}$ -inch thickness and to be located on one side of each carriage and at intervals of not greater than 6 feet.
- D. All installation work to be completed by employees of the awarded company. Use of subcontractors without documented history/experience with mechanical assist storage installation is not permissible. Reference list: Provide a list of three (3) mobile storage installations to be called or visited by Owner. Installation must be of similar size, scope of specified system. Manufacture is required to address all issues raised by Owner. List should include contact names, phone numbers, size and quality of carriages and system operation.
1. Construct floors and ramps to prevent warping or deformation of floor panels in a normal operating environment. Support panels on levelers at maximum 16 inches on center.
 2. Ramp Slope: Do not exceed the following:
 - a. ADA Accessible Ramps: Maximum 1:12 slope (4.76 degrees).
 - b. Other Ramps: Maximum 9 degree slope (1.9:12).
 - c. Vertical Transition, Ramp edge to floor: Maximum 1/8 inch (3MM).
 3. Decking (Between Rails) Will be heavy rolled steel (with anti-slip protectant), capable of holding load capacities of 1,000 lbs per square foot. Manufacturer is required to provide details on process and materials used.
- E. Shelving Units Installation:
1. General: Follow layout and details shown on approved shop drawings and manufacturer's printed installation instructions. Position units level, plumb; at proper location relative to adjoining units and related work Design shall permit individual shelf adjustment and/or removal anywhere along the entire height or length of the uprights.
 - a. Materials and Workmanship: Fabricate units from Class 1, cold-rolled steel with all ends sharp and true and no exposed "knife" edges.
 - b. All units shall be free of burrs, sharp edges and projecting hardware with smooth, non-abrasive surfaces.
 - c. All fabrication, shelving shall exhibit no dents, "oil canning", buckling or other surface irregularities.
 2. Permanently fasten shelving units to fixed and movable carriages with vibration-proof fasteners
 3. Canopy Tops – Row A will not require tops. Row B will require top support and be enclosed. Canopy Tops will be of the same construction as the shelf units.
 4. Stabilize shelving units following manufacturer's written instructions. Reinforce shelving units to withstand the stress of movement where required and specified.
 5. Levelness of Completed Shelf Units: Maximum 1/8 inch (3.2MM) between bottom shelf and canopy top, measured along the edge of any upright in any direction.
 6. Number of Vertical Shelf Spaces and Vertical Shelf-to-Shelf Spacing: As design dictates. General Notes: Units are finished with powder coat paint; *units can be customized to meet the needs of the collection and the conditions of the storage area as needed.*
 - a. **Row A** (22 feet (264 inches) long and four (4) feet (48 inches) deep – Heavy Duty Shelving includes:
 - 1) **Structural Heavy Duty Cantilever Shelving (C)** – one (1) single and two (2) double sided – rolled steel profiles, interchangeable parts (bolted arms, arm stops, column joints, cross bracing, shims, and

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anchoring plates). No canopy tops required. Single unit to have solid steel back (end-cap).

- a) 5 posts/columns per unit
- b) 5 arms per column

- 2) **Wide Span Shelving with steel decking (WS)** – Wide span shelving will have 4 basic parts – upright frames, beams, front-to-back shelf supports, and shelf material. Modular design will allow single units to stand alone or connect. Shelf weight capacities to range from 1,000 lbs. – 1500 lbs. per shelf. Shelves shall be adjustable on 1 ½" center.
- a) **Open Uprights** – Shall consist of 2" wide, a minimum of 18 gauge cold rolled steel posts rolled into a hollow "Tee" formation with keyhole slots on the inner wall only on 1 1/2" centers. There shall be no holes in the face of the post. The front and back posts shall be joined by welding three 3" high (at a minimum) 18 gauge spacers to give the required upright depth and rigidity. Uprights 88 ¼" that are 18" to 30" deep or over 88-1/2" high shall have four spacers. The "Tee" upright shall be used as a common upright between units.
 - b) **Shelving sections** will be ten (10) feet (120 inches), eight (8) feet (96 inches), and four (4) feet (48 inches) sections. Shelves will be formed of (at a minimum) 18 gauge cold rolled steel with 5/8" flanges on all sides. Front and back flanges to be turned in 9/32". The shelf shall be without holes except all 18" to 36" deep shelves can have three holes for center stops. Two (2) shelves per unit.
 - c) **Shelf Support**: Shelf supports shall be formed of (at a minimum) 14 gauge hot rolled steel 1 ¼" high. An ear at each end of the shelf support shall contain two shoulder rivets spaced to set into the keyhole slots on the inner wall of the upright. Rivets shall be 7/16" diameter at the head.
 - d) **Shelf Reinforcements** shall be formed of (at a minimum) 16 gauge steel into a channel shape 1 3/64" high, 1 1/16" wide and in lengths 1-1/8" less than depth of the shelf with which it is used. The vertical flanges of the channel are notched at each end.
 - e) **Single Rivet Bottom Shelf Support**: Single rivet bottom shelf support shall be formed of (at a minimum) 14 gauge, hot rolled, pickled steel, 1-1/4" high. Each end of the shelf support shall contain a shoulder rivet spaced to set into the bottom keyhole slot on the inner wall of the upright. Shoulder rivets shall be 7/16" diameter at the head.
 - f) **End panels**: Row A will require end panels on all carriages – one sided facing aisle way.
- b. **Row B** (22 feet (264 inches) long), 2.5' (30 inches) deep – Rack Shelving includes:
- 1) **Four-Post units with steel shelving (4P)** Designed for storage areas in which items are handled manually instead of being transported on a pallet. Four-post, wedge-locking design, consisting of three basic parts: uprights, shelves and shelf supports. Part to be assembled without nuts, bolts, studs or clips; without sway braces or gussets; and without the need for tools of any kind. There shall be no holes on exposed surfaces except that the shelves shall be punched to accept center stops. The front and back flange of the shelf shall be flush with the outside face of the post. Shelves shall be adjustable on 1 ½" centers.

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- 2) **Open Uprights** – Open uprights shall consist of 30 inch wide, at a minimum 18 gauge cold rolled steel posts rolled into a hollow .Uprights are to be 109" and 48" long.
 - a) Two (2) 109" units per row
 - b) One (1) 48" unit per row
 - c) **Shelf** – Formed of (at a minimum) 18 gauge cold rolled steel. Shelves will include Shelf Supports and Reinforcements.
 - d) Four (4) adjustable shelves per unit are required.

- 3) **Four-Post Units for Garment Rack rod assembly (G9 and G4)** – Designed to adjust Four post uprights are approximately 30" deep; front and rear shelf supports required within the first 72" from the carriage (with shelf); Front and rear, or rear supports should only be used as needed to keep the unit square; 18 gauge steel shelf with reinforcements, plain, with 200lb capacity evenly distributed; 2160lb maximum load per unit.
 - a) Hanging rod bar with mount
 - b) 1.25" diameter, stainless steel tube with 1/8" wall thickness
 - c) 14 gauge Universal Hang Mount Rodd Assembly
 - d) Hang bar capacity is 4lbs per linear inch.
 - e) 2160lb maximum loan per unit.
 - f) 1 rod per hanging level – 2 levels per unit.
 - g) G9 – 109 inches
 - h) G4 – 48 inches
 - i) Two (2) adjustable shelves per unit

- 4) **Rolled Textile Storage (RT9 and RT4)** Four post uprights are approximately 30" deep; front and rear shelf supports required within the first 71" from the carriage with shelf; front and rear, or rear supports only should be used as needed to keep the unit square; 18 gauge steel shelf with reinforcements, plain, with 200 lb. capacity evenly distributed; 1500 lbs maximum load per unit.
 - a) Right and left hand full extension 500 lb slide mount assemblies with rivets.
 - b) 16 gauge textile rod angle supports with ultra grip rivets adjustable in 1 inch increments.
 - c) 1 inch diameter aluminum rod with 1/8" wall thickness.
 - d) Bottomless 3.3" high drawer constructed of 16 gauge steel.
 - e) Drawer capacity is 2 lbs per textile rod.
 - f) Up to 8 textile rods per drawer.
 - g) Drawers can be centered on 4.5 inch increments or greater.
 - h) **RT9** – 109 inch units
 - i) **RT4** – 48 inch units.

- 5) **Pull-Out Shelving Units (POS4)** – Four post uprights are approximately 30" deep; front and rear shelf supports required within the first 71" from the carriage with shelf; front and rear, or rear supports only should be used as needed to keep the unit square; 18 gauge steel shelf with reinforcements, plain, with 200 lb. capacity evenly distributed; 1500 lbs maximum load per unit.
 - a) Approximately 48" wide
 - b) Approximately thirty (30) 3 inch high shelves per unit.
 - c) Approximately 96 inches high.

- 6) **Drawer Units- (D9 and D4)** Same as RT9 above but with drawer bottoms and extending the entire height of the unit.
 - a) D9 is approximately 109 inches wide, 30 inches deep, 96 inches high.

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- b) D4 is 48 inches wide, 30 inches deep; 96 inches high.
- c) Drawers are approximately 3 inches high.
- 7) Storage Cabinet – 48" side x 60" high x 30" deep – Double glass doors; full width drawers (5) at ¾ inch high with extension suspensions; full width shelves (2) – (air tight)
- 8) Slide Out Trays – (14 total) – Contractor to provide specifications.
- 9) End Panels – Row B requires end panels on both ends of carriages. All end panels require both movement controls as identified in Section 4, SYSTEM DESCRIPTION, Item D and safety locks as identified in Section 4.F.2.
- c. **Row C** (14 feet (168 inches) long), 14' 9" (537 inches) wide. Lateral Art Rack – floor supported Storage. Art panels main components are: sub-rails and rails, floor, ramp, carriages, and upright wire mesh frames. Contractor is required to identify/verify the number of units allowable for this space.
 - 1) Modular steel construction consisting of mesh panels constructed of 10 gauge steel wire; woven no larger than 2" square mesh and security welded. Panels are bolted back to back to a steel post forming a double face unit with no protruding frame assembly. Double ply mesh is required for independent storage. The vertical posts are bolted to a horizontal 12 gauge rolled wheel housing assembly. Total frame height not to exceed 108". Roller bearing guides are to be used only when carriages exceed 30'.
 - 2) Handles – Each carriage shall be equipped with an ergonomic handle with locking detent with rotating knob, centered on the end panel, 40" from the base of each unit to permit units to be moved to create a single aisle opening (48 inches). Turning the operating wheel transmits power through a drive chain to drive wheels on each opening.
- 7. Carriages:
 - a. Row A – 48 inches deep. Place movable carriages on rails. Ensure that all wheels track properly and centering wheels are properly seated on centering rails. Fasten multiple carriage units together to form single movable base where required.
 - b. Row B – 60 inches deep.
 - c. Position fixed carriage units to align with movable units. All carriages are required to be mobile except for the last unit in Row A, B, and C.
- 8. Shelving Units: -

	Row A	Row B
# Carriages	19	28
Size of Carriages	48"	30"
Shelf Type		

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C - Cantilever - single sided (endcap) 48"	1	
C - Cantilever - Double Sided 96"	1	
WS - Wide Span 120"	14	
WS - Wide Span 96"	14	
WS - Wide Span 48"	14	
4P – Single Sided, Open Upright		1
4P - Double Sided, Open Back, 109"		28
4P - Double Sided, Open Back, 48"		14
G9 - Garment Rack unit - double 109"		10
G4 - Garment Rack unit - double 48"		6
RT9 - Rolled Textile unit - 60"h		8
RT4 - Rolled Textile unit - 96"h		1
POS4 - Pull-Out Shelf unit, 96"h		4
D9 - Drawer Unit, 96"h		4
D4 - Drawer Unit, 96"h		2
Cabinet – w/drawers		1
*APPROXIMATIONS – CONTRACTOR TO VERIFY FIELD MEASUREMENTS AND UNIT QUANTITIES		

4. FIELD QUALITY CONTROL

- A. Verify shelving unit alignment and plumb after installation. Correct if required following manufacturer's instructions.
- B. Remove components which are chipped, scratched, or otherwise damaged and which do not match adjoining work. Replace with new matching units, installed as specified and in manner to eliminate evidence of replacement.

5. ADJUSTING

- A. Adjust components and accessories to provide smoothly operating, visually acceptable installation.

6. CLEANING

- A. Immediately upon completion of installation, clear components and surfaces. Remove surplus materials, rubbish and debris resulting from installation upon completion of work and leave areas of installation in neat, clean condition.

7. DEMONSTRATION/TRAINING

- A. Schedule and conduct demonstration of installed equipment and features with Owner's personnel.

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- B. Schedule and conduct maintenance training with Owner's maintenance personnel. Training session should include lecture and demonstration of all maintenance and repair procedures that end user personnel would normally perform.

8. PROTECTION

- A. Protect system against damage during remainder of construction period. Advise Owner of additional protection needed to ensure that system will be without damage or deterioration at time of substantial completion.

9. 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 or folded sheet information. Mark identification on front and spine of each binder. Present 3 copies to owner. Include the following:
 - 1. Maintenance Manuals
 - 2. Emergency instructions
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Complete testing of system and instruction of operation and maintenance personnel.
 - 5. Complete final cleanup.
 - 6. Complete 'punch list' items – touch-up, repair, and restore marred, exposed finishes.
 - 7. Copies of warranties
 - 8. Shop Drawings and Product Data.

END OF SECTION



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.

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

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)

Surety Corporate Seal
(U)

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

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

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
Purchasing Division

0044

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13012

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.