



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

## Solicitation

NUMBER

GSD146816

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

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DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
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DATE PRINTED

05/21/2014

BID OPENING DATE: 06/19/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		936-33		
FIRE SPRINKLER AND DOMESTIC BACKFLOW INSPECTIONS/REP						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF ADMINISTRATION'S GENERAL SERVICES DIVISION IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ESTABLISH A "OPEN-END" CONTRACT FOR INSPECTIONS OF DOMESTIC BACKFLOW PREVENTERS AND TO PROVIDE SPRINKLER MAINTENANCE AND REPAIRS PER THE SPECIFICATIONS AND TERMS AND CONDITIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ GSD146816 ***** 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:

Department of Administration's General Services Division  
West Virginia Capitol Complex  
Building 11 (Chiller Plant) Conference Room  
218 California Avenue  
Charleston, WV. 25305  
June 3rd, 2014 at 1:00 PM. EST.

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: June 5th, 2014 at 3PM. EST.

Submit Questions to: Guy Nisbet, Senior Buyer, File 21  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115  
*(Vendors should not use this fax number for bid submission)*  
 Email: Guy.L.Nisbet@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 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 N/A 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: June 19th, 2014 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 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 \_\_\_\_\_ award  
and extends for a period of one (1) 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 two (2) 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.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



**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 from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **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 of 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 and shall list the state as a certificate holder:



**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.



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.

☐
☐
☐
☐

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, WOMEN-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, women-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. [RESERVED]**

**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](mailto: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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

**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.** WV \_\_\_\_\_

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 AFFIDAVIT:** 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.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:



- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **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.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.
6. **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.

## REQUEST FOR QUOTATION

GSD146816

**Sprinkler Inspection and Back Flow Preventer, Maintenance, and Repair**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish a "Open-End" contract for a domestic back flow preventer inspections program and provide sprinkler maintenance, repairs and inspection services in accordance with the specifications set forth in the following sections on a variety of wet, dry, or chemical fire suppression equipment in various buildings owned by the West Virginia Department of Administration. No new equipment installations will be allowed under this contract. Vendors should carefully review all documents.

This Request for Quotation also includes the following documents:

- 1.1 Attachment A: GSD146816 Pricing Page
- 1.2 Attachment B: GSD146816 Pricing Page Instructions
- 1.3 Attachment C: GSD146816 Building List

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 **"Contract Services"** means domestic back flow preventer and sprinkler system inspection, maintenance and repair services.
- 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Attachment "A".
- 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as GSD146816.
- 2.4 **"Repair"** shall be defined as maintenance performed as requested to correct a malfunction or failure in the back flow preventer and/or sprinkler system. No repair shall be performed without authorization from the Agency in the form of an approved release order.
- 2.5 **"Competent Mechanic"** shall be defined as a mechanic, technician or other employee of the Contractor who meets the minimum qualifications necessary to perform work under this Contract as outlined in Section 3.
- 2.6 **"Agency Representative"** shall be defined as the person designated by the Director of General Services Division as having authority to act on behalf of the General Services Division.
- 2.7 **"Holidays"** shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day,

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Veteran's Day, Thanksgiving Holiday-Thursday and Friday, Election Days and Christmas Day).

- 3. QUALIFICATIONS:** By submitting a response to this RFQ, Vendor certifies that its employees that will perform services under the Contract meet the minimum qualifications outlined below. Vendor shall provide documentation of certification and licenses within 24 hours upon request.

**3.1 Electricians:** Must have W.V. State Electrical licenses.

**3.2 Inspectors/Service Technicians:** Bidders shall supply copy of the Inspectors certification prior to any work done under this contract in any state facility and he/she must appear on the published Department of Health and Human Resources (DHHR) listing of approved inspectors.

**3.3** Contractor shall have the minimum qualifications as required by OEHS (Office of Environmental Health Services) to perform such inspections.

**3.4** Contractor must be factory authorized, factory trained on the installation of the Fire Protection Systems.

**3.5** Contractor must provide copy of organizations' certificate/license as issued by the State Fire Marshall's Office to perform said inspections or repair work.

**3.6** Contractor shall have at least 10 years of documented experience with the maintenance and repair of the type of Fire systems serving GSD's respective facilities.

**3.7 Plumbers/Pipe-fitters:** Contractor shall supply a list of all plumbers/pipe-fitters including name(s), copy of WV State license/type, years of experience to perform type of work listed under scope. This list shall be supplied to the Agency Representative within 3 days of contract award.

- 4. MANDATORY REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed.

**4.1 GENERAL SCOPE:** The work consists of providing back flow preventer inspections in accordance with State and Federal Guidelines for each location and units(s) within that location and providing sprinkler system inspections and repair services in accordance with State and Federal Guidelines. The intent is that the completed work will provide the Agency's Representative with an approved ASSE (American Society of Safety Engineers) field test report (Attachment "D") with all data for the unit being inspected.

**4.1.1 Inspection Service:**

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**4.1.1.1** An Agency release order shall be issued to the Vendor by an Agency Representative.

**4.1.1.2** The Vendor shall be on-site within **7 calendar days** of receipt of the Agency release order. If the Vendor is unable to respond on-site within the given time allowed for any inspection service call, the Contractor must contact the Agency in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

**4.1.2 Repair Service:** During the life of this Contract, the Agency may have a need for general repair services.

**4.1.2.1** An Agency release order shall be issued to the Vendor by an Agency Representative.

**4.1.2.2** The Vendor shall be on-site within **(twenty four) 24 hours** of receipt of the Agency release order. If the Vendor is unable to respond on-site within the given time allowed for any repair service call the Contractor must contact the Agency in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

**4.1.2.3** During the life of this Contract, the Agency may have need of repair services on an emergency basis. Emergency repair service calls shall be placed to the Contractor by an authorized Agency Representative and on-site response shall be guaranteed within **(four) 4 hours** of the receipt of the emergency service call.

If the Contractor is unable to respond on-site within the given time allowed for any emergency repair call, the Contractor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.

**4.1.2.4 Labor Warranty:** The Contractor will furnish a warranty of 1 year for all labor performed under this Contract.

**4.1.4 Parts:**

**4.1.4.1** The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with

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**Sprinkler Inspection and Back Flow Preventer, Maintenance, and Repair**

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manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

- 4.1.4.2** The Contractor shall be required to receive approval from an authorized Agency Representative(s) for replacement parts, components, or materials prior to its purchase or requisition. Part(s) must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. Part(s) for non-emergency repair must be received and installed no later than 5 days after authorization from the Agency. Part(s) for emergency repair service must be received and installed no later than 2 days after authorization from the Agency.
- 4.1.4.3** If the Contractor is unable provide and install parts within the given time allowed for any repair service (non-emergency or emergency), the Contractor must so notify the Agency, in writing prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.
- 4.1.4.4** The Vendor shall provide parts to the agency at the price per the provided price list minus any discount listed on Attachment "A", Pricing Page. **The Vendor will be required to provide any and all price lists prior to award of the contract. Prices will be fixed for the life of the Contract and only those changes facilitated through formal Change Order will be considered for payment.**
- 4.1.4.5** The Vendor shall be responsible for all freight charges incurred as a result of the purchase of parts under this Contract. This cost must be included in the parts price less any discount given on the pricing page. For emergency service parts orders where expedited delivery has been requested and authorized by the Agency in writing, the vendor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. A copy of the freight bill must be provided with the invoice.
- 4.1.4.6** *Parts Warranty:* The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

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**4.1.5 Telephone Service:**

Contractor shall maintain a continuous 24-hour emergency telephone service for receipt of emergency service calls. This service must be maintained everyday of the week, including weekends and Holidays.

**4.1.6 Reports:**

**4.1.6.1** Upon annual inspection, the technician generates a report of any discrepancies found during the test. From the report a service order shall be issued to repair those discrepancies in both the sprinkler and back flow preventer systems.

**4.1.6.2** Annual reports will be submitted to the Agency Representative within 30 days of request/release to complete system inspection or evaluation in accordance Federal and State Guidelines. Such report may be in an electronic format available to the Agency's Representative. In such case, any database information collected will remain the sole property of the State of West Virginia.

**4.1.6.3** Devices and monitoring panels will be bar-coded, numbered or otherwise visibly marked to identify the equipment for reporting purposes. This identification number will be noted on all reports regardless of reporting media (paper or electronic).

**4.1.6.4** Annual inspections and reports will be scheduled by the Agency's Representative and said report shall be submitted within 30 days of request/release to complete system Inspection or evaluation in accordance with State and Federal Guidelines.

**4.1.6.5** The Vendor shall provide monthly usage reports listing each release issued for that reporting period with the number of hours worked and the amount of manufactured parts. A copy of this report shall be sent to the Agency after it is generated at the end of each month.

**4.2** Contractor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in contract documents.

**4.3** This contract will be based on a fee per inspection per back flow preventer and per sprinkler inspection or repair.

**4.4** Unless otherwise requested by the Agency, work will be conducted during the normal business hours of 7:00 AM, EST. to 5:00 PM, EST. Monday through Friday.



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- 4.5** Successful contractor shall make available to the Owner, within 24 hours of a written request, a copy (hard or electronic) of any inspection report resulting from any inspection performed during the life of the contract.
- 4.6** There is no guarantee that Contractor's services will be required and the Agency reserves the right to not request service in any of the facilities listed on Attachment "B". Facilities throughout the state may be added to or removed from the list on Attachment "C" during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

**5 CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

- 5.1 Contract Award:** The Contract is intended to provide the Agency with a discounted price on all Eligible Items and a Labor Rate per hour. The Contract shall be awarded to the Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 5.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 5.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Vendor should enter the "**Labor Rate Per Hour**", "**Parts Discount from Published Manufacturer's List Price**", and each "**Manufacturer's List Price**" for the

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parts list shown in Column A. The remainder of the calculations will auto-fill based on the entries made in these cells per the descriptions below:

- The **“Labor Rate per Hour”** is the cost of 1 labor hour.
- The **“Manufacturer’s List Price”** is the list price published by the parts manufacturer. A copy of the Manufacturer’s Parts Price Catalogue should be included with the bid, with the items contained in the parts list from Column A flagged for verification purposes.
- The **“Percent Discount”** is the percent to be discounted from “Manufacturer’s List Price” and will be the discount applied to all purchases made by the State for the life of the contract for all parts contained in the Manufacturer’s Parts Price Catalogue.
- The **“Unit Price”** is the actual cost paid by the State for 1 (one, quantity) of the line item. This unit price shall include freight (except for emergency freight) as specified in this Request for Quotation.
- The **“Estimated Qty.”** is the quantity to be used for bid evaluation purposes. Please note that these quantities are for bid evaluation purposes only and actual usage will differ based on the needs of the agency during the life of the contract.
- The **“Extended Price”** is the “Unit Price” multiplied by the “Estimated Qty.” for bid evaluation purposes.

Per Section 6.3.3 of WV Code of State Rule 148CSR1, the unit price provided on this document by the Vendor shall prevail in case of any discrepancy in the extended price.

GSD146816 Attachment A: Pricing Page (SAMPLE)					
Description of item			Labor Rate Per Hour	Estimated Quantity	Extended Price
<b>Labor</b>					
<b>All Inclusive Labor Hourly Rate</b>			<b>\$85.00</b>	200	\$17,000.00
<b>Parts Discount from Published Manufacturer's List Price</b>					
					<b>10.00%</b>
<b>Parts: Description of item</b>	<b>Manuf. List Price</b>	<b>% Discount</b>	<b>Unit Price</b>	<b>Estimated Qty</b>	<b>Extended Price</b>
Rubber Part Kit for 1 ¼"-2" 975	\$5.00	10.00%	\$ 4.50	10	\$45.00
1 ¼"-2" Seat Kit for 975XL RP	\$3.00	10.00%	2.70	10	\$27.00
1 ¼"-2" Poppet Assembly for 975XL	\$2.00	10.00%	\$1.80	10	\$18.00

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1 ¼"-2" No. 1 Check Spring for 975	\$2.00	10.00%	\$1.80	10	\$18.00
1 ¼"-2" 975XL Seal Ring	\$2.00	10.00%	\$1.80	10	\$18.00
1 ¼"-2" Relief Valve Stem Assembly	\$2.00	10.00%	\$1.80	10	\$18.00
Backflow Protector Cage 30x10x24	\$2.00	10.00%	\$1.80	10	\$18.00
Rubber Parts Kit 2" for 200B	\$2.00	10.00%	\$1.80	10	\$18.00
Check Module Rubber Kit 1" 4A-RP	\$2.00	10.00%	\$1.80	10	\$18.00
4" Stainless Steel Dbl Assembly	\$2.00	10.00%	\$1.80	10	\$18.00
First Check Kit 2 ½"-3" RK007 CK1	\$2.00	10.00%	\$1.80	10	\$18.00
Cover Kit 1 ½"-2" 007M1 C	\$2.00	10.00%	\$1.80	10	\$18.00
Total Repair Kit 2" 009M2	\$2.00	10.00%	\$1.80	10	\$18.00
O Ring 1"	\$2.00	10.00%	\$1.80	10	\$18.00
Relief Valve Cover Kit	\$2.00	10.00%	\$1.80	10	\$18.00
Brass Pendant Sprinkler Head 155®	\$2.00	10.00%	\$1.80	10	\$18.00
Chrome Plated Pendant Sprinkler Head	\$2.00	10.00%	\$1.80	10	\$18.00
Brass Upright Sprinkler Head 155®	\$2.00	10.00%	\$1.80	10	\$18.00
System Sensor PIV Pressure Switches	\$2.00	10.00%	\$1.80	10	\$18.00
Import Rigid Grooved Couplings	\$2.00	10.00%	\$1.80	10	\$18.00
Import Grooved Flanges	\$2.00	10.00%	\$1.80	10	\$18.00
Import Threaded Mech-Tee	\$2.00	10.00%	\$1.80	10	\$18.00
Parts Subtotal					\$432.00

Labor Cost	\$17,000.00
Parts cost	\$432.00
Evaluation Total	\$17,432.00

## REQUEST FOR QUOTATION

GSD146816

**Sprinkler Inspection and Back Flow Preventer, Maintenance, and Repair**

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The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [guy.l.nisbet@wv.gov](mailto:guy.l.nisbet@wv.gov).

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**5.4 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

**5.5 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items

## REQUEST FOR QUOTATION

GSD146816

**Sprinkler Inspection and Back Flow Preventer, Maintenance, and Repair**

---

available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

**6. PERFORMANCE:** Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**6.1 RELEASE ORDERS:** The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered notice to proceed. No work other than that specified on the individual release order shall be undertaken by the Vendor.

**NO INDIVIDUAL RELEASE ORDER IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL PERMITTED UNDER THIS CONTRACT.**

**Issuance of multiple release orders to circumvent this requirement is strictly prohibited.**

**6.2 CHANGES:** Any alteration to a release order must be facilitated by an agency approved change order. An Agency Representative shall be provided to the Vendor by prior to performing any change in work. No change order shall be issued which causes an individual job's total cost to exceed \$25,000.00.

**7. PAYMENT:**

**7.1** Agency shall pay an all inclusive hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7.2** Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

**7.2.1** Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).

**7.2.2.** Freight charges must be in accordance Section 4.1.4.5. Any expedited delivery charges for emergency repair service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight bill in order to receive payment.

## REQUEST FOR QUOTATION

GSD146816

**Sprinkler Inspection and Back Flow Preventer, Maintenance, and Repair**

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7.2.3 The parts list cost (from the list provided prior to award), the discount applied to the cost, and the total charge being requested.

7.2.4 FEIN number, complete address of Vendor, release order number, and master contract number.

7.3 Invoices shall be e-mailed to [gsdinvoices@wv.gov](mailto:gsdinvoices@wv.gov) or mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-12  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

**8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will **not** be paid by the Agency separately.

**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

9.6 A list of facilities for which service may be requested is located in Exhibit C. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.



## REQUEST FOR QUOTATION

GSD146816

**Sprinkler Inspection and Back Flow Preventer, Maintenance, and Repair**

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**10. VENDOR DEFAULT:**

**10.1** The following shall be considered a vendor default under this Contract.

**10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2** Failure to comply with other specifications and requirements contained herein.

**10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4** Failure to remedy deficient performance upon request.

**10.2** The following remedies shall be available to Agency upon default.

**10.2.1** Cancellation of the Contract.

**10.2.2** Cancellation of one or more release orders issued under this Contract.

**10.2.3** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



## GSD146816 Attachment A: Pricing Page

GSD146816 Attachment A: Pricing Page					
Description of item			Labor Rate Per Hour	Estimated Quantity	Extended Price
Labor					
All Inclusive Labor Hourly Rate				500	
<i>Inspection Services Domestic Back Flow</i>					
Building,	Type	Inspection Cost			
Building 1, East Dock,	4"				
building 1, Room EB80,	4"				
Building 4,	Ames 2"				
Building 4,	Watts 1.5"				
building 5,	Ames 6"				
Building 11,	Watts 2"				
Building 17,	Watts 2"				
Building 20,	Watts 2"				
Building 22,	Watts 3"				
Building 23,	Ames 1"				
Building 25,	Ames 3" copper				
Building 32,	3" copper				
Building 34,	Wilkins 2" copper				
Building 36,	Watts 3"				
Building 37,	Watts 3/4"				
Building 37,	Watts 1"				
Building 37,	Watts 1"				
Building 55,	2" Zurn Wilkins 375				
Building 55,	Ames 4"				
Building 55,	1" chilled water Apollo RP4A				
Building 74,	Ames 2" copper				
Building 84,	Ames 2"				
<i>Sprinkler Inspections w/Back Flow</i>		Cost Per Building			
Building 1					
Building 3					
Building 4					
building 5					
Building 6					
Building 7					
Building 8					
Building 11					
Building 13					
Building 15					
Building 16					
Building 17					
Building 20					
Building 22					
Building 23					

Building 25  
 Building 32  
 Building 34  
 Building 36  
 Building 37  
 Building 55  
 Building 84  
 Building 86  
 Building 97


**Inspections Subtotal**

Parts Discount from Published Manufacturer's  
List Price

--

Parts:	Description of item	Manuf. List Price	% Discount	Unit Price	Estimated Qty	Extended Price
1 ¼"-2" Seat Kit for 975XL RP					10	
1 ¼"-2" Poppet Assembly for 975XL					10	
1 ¼"-2" No. 1 Check Spring for 975					10	
1 ¼"-2" 975XL Seal Ring					10	
1 ¼"-2" Relief Valve Stem Assembly					10	
Backflow Protector Cage 30x10x24					10	
Rubber Parts Kit 2" for 200B					10	
Check Module Rubber Kit 1" 4A-RP					10	
4" Stainless Steel Dbl Assembly					10	
First Check Kit 2 ½"-3" RK007 CK1					10	
Cover Kit 1 ½"-2" 007M1 C					10	
Total Repair Kit 2" 009M2					10	
O Ring 1"					10	
Relief Valve Cover Kit					10	
Brass Pendant Sprinkler Head 155®					10	
Chrome Plated Pendant Sprinkler Head					10	
Brass Upright Sprinkler Head 155®					10	
System Sensor PIV Pressure Switches					10	
3/4" Rigid Grooved Couplings					10	
3/4" Grooved Flanges					10	
3/4" Threaded Mech-Tee					10	
Parts Subtotal						

**Labor Cost**

**Parts cost**

**Inspection Cost**


**Your Bid**

**\$0.00**

## Attachment "B"

**GSD146816 Pricing Page Instructions**

Vendors may wish to utilize the electronic pricing sheet provided. This electronic document is provided for convenience only and **a printed copy must be included with the Vendor's bid.**

Instructions: **Any qualification of bids or any modification of the specification or conditions governing the bids will be cause to reject bids. Bid schedules must not be altered. If bid schedules are altered in any way, the bid will be disqualified.**

The ***"Unit List Price"*** is the list cost of 1 (one, quantity) of the line item.

- The ***"Hourly Rate"*** is the cost of 1 labor hour.
- The ***"Parts Discount"*** is the percent all items will be discounted from list price for the life of the contract.

The electronic Bid Form will automatically calculate the ***"Extended Price"***, ***"Labor Cost"***, ***"Parts Total"***, ***"Parts Cost"*** in Column F and ***"Labor Cost," "Parts Cost"***, and ***"Inspection Cost"*** in cells B88 to B90.

Per Section 6.3.3 of WV Code of State Rule 148CSR1, the unit price provided on this document by the Vendor shall prevail in case of any discrepancy in the extended price.

The system does not retain the Vendor's inputted data. Vendors should save a copy for their records.

**Vendors using the electronic Bid Form MUST print the Bid Form and submit with their bid.**

Department of Administration  
General Services Division  
Building List

Building #	Description	Address	SF
1	Capitol	1900 Kanawha Blvd E Charleston, WV 25305	547,800
3	DMV <i>Currently Vacant</i>	1900 Kanawha Blvd E Charleston, WV 25305	162,075
4	Workforce WV <i>To be renovated</i>	112 California Avenue Charleston, WV 25305	92,500
5	Dept. of Transportation	1900 Kanawha Blvd E Charleston, WV 25305	247,115
6	Building 6	1900 Kanawha Blvd E Charleston, WV 25305	202,185
7	Gaston Caperton Conf Center	1900 Kanawha Blvd E Charleston, WV 25305	37,500
8	Governor's Mansion	1800 Kanawha Blvd E Charleston, WV 25305	21,955
10	Holly Grove	1700 Kanawha Blvd E Charleston, WV 25305	6,000
11	Chiller Plant	218 California Avenue Charleston, WV 25305	5,675
13	Parking Garage	1900 Kanawha Blvd E Charleston, WV 25305	78,250
14	Supreme Court <i>(House)</i>	2006 Quarrier Street Charleston, WV 25305	2,100
15	Purchasing	2019 Washington St., E. Charleston, WV 25305	13,520
16	Capitol Day Care	2100 Washington St., E. Charleston, WV 25305	13,650
17	Finance	2101 Washington St., E Charleston, WV 25305	12,100
18	GSD Architectural & Engineering	103 Michigan Avenue Charleston, WV 25305	2,200
20	Prison Industries	617 Leon Sullivan Way Charleston, WV 25301	34,834
21	Fairmont Building <i>Demolished</i>	109 Adams Street Fairmont, WV 26554	
22	Tax	1001 Lee Street Charleston, WV 25301	66,200
23	Beckley Building	407 Neville Street Beckley, WV 25801	46,500
24	Clarksburg Building <i>Demolished</i>	153 W. Main Street Clarksburg, WV 26301	
25	Parkersburg Building	5th & Avery Street Parkersburg, WV 26101	57,625

27	Surplus Property	2700 Charles Avenue Dunbar, WV	
	Admin. Office		5,000
	State Warehouse		10,000
	Federal Warehouse		12,000
	Auction Building		2,260
	Service Mechanical Bldg		1,000
28	Medical Examiner	701 Jefferson Road So. Charleston, WV 25309	28,090
29	Yeager Airport Hangar	502 Eagle Mountain Road Charleston, WV 25311	16,000
32	Huntington Building	2699 Park Avenue Huntington, WV 25704	77,000
33	Central Mail	311 Jefferson Street Charleston, WV 25305	4,000
34	Weirton Building	100 Municipal Plaza Weirton, WV 26062	39,010
36	One Davis Square	321 Capitol Street Charleston, WV 25301	85,000
37	DEP/PEIA Kanawha City	610 57th Street Charleston, WV 25314	180,663
55	Logan Building	130 Stratton Street Logan, WV 25601	53,202
74	DNR	318-324 4th Avenue So. Charleston, WV 25303	33,500
84	Corrections/Real Estate	1409 Greenbrier Street Charleston, WV 25311	23,700
86	Albert T. Summers Center	1124 Smith Street Charleston, WV 25301	76,545
88	Players Club	7 Players Club Drive Charleston, WV 25311	18,000
97	Williamson Building	203 E. 3rd Avenue Williamson, WV 25661	17,800
98	Grounds Lot 98	321 Michigan Avenue Charleston, WV 25305	480
7/1/2013	Total Buildings 34		2,333,034

## Attachment "D"

## ASSE International

Double Check Backflow Prevention Assembly (DC)  
ASSE Standard #1015 Field Test Report

Owner of Property \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Occupant of Property (if different from owner) \_\_\_\_\_  
 Occupant Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Manufacturer of Assembly: \_\_\_\_\_ Model #: \_\_\_\_\_  
 Size of Assembly: \_\_\_\_\_ Serial #: \_\_\_\_\_  
 Location of Assembly and Equipment or System Application: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Test Equipment:

Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
 Calibration Date: \_\_\_\_\_

Date test was performed: \_\_\_\_\_ Time test was performed: \_\_\_\_\_ Static Line Pressure: \_\_\_\_\_

	Check Valve #1	Check Valve #2	Shutoff valve #2
Initial Test	Leaking ( ) psid _____ Closed Tight ( )	Leaking ( ) psid _____ Closed Tight ( )	Leaking ( ) Closed Tight ( )
Describe parts and repairs when needed			
Final Test	Leaking ( ) psid _____ Closed Tight ( )	Leaking ( ) psid _____ Closed Tight ( )	Leaking ( ) Closed Tight ( )

Certified Tester (print) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 License #: \_\_\_\_\_ Certification # \_\_\_\_\_

## Assembly Final Performance

Pass ☐Fail ☐

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Comments or Recommendations (continue to other side, if needed): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

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#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**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**.

The above statements are sworn to under the penalty of perjury.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: \_\_\_\_\_ Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_ Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
 RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 (B) Request for Quotation Number (upper right  
 corner of page #1)  
 (C) Your Business Entity Name (or Individual  
 Name if Sole Proprietor)  
 (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's Principal Office  
 (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 numbers  
 (M) Brief Description of scope of work  
 (N) Day of the month  
 (O) Month  
 (P) Year  
 (Q) Name of Business Entity (or Individual Name  
 if Sole Proprietor)  
 (R) Seal of Principal  
 (S) Signature of President, Vice President, or  
 Authorized Agent  
 (T) Title of Person Signing for Principal  
 (U) Seal of Surety  
 (V) Name of Surety  
 (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

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

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

(M)

## NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and  
 sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an  
 individual, the (N) day of (O), 20 (P).

Principal Seal

(R)

(Q)  
 (Name of Principal)

By (S)  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

(T)  
 Title

Surety Seal

(U)

(V)  
 (Name of Surety)

(W)  
 Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal  
 must accompany this bid bond.**

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety  
 insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

Agency \_\_\_\_\_  
 REQ.P.O# GSD146816

### 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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
 Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal

\_\_\_\_\_  
 (Name of Principal)

By \_\_\_\_\_  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

\_\_\_\_\_  
 (Title)

Surety Seal

\_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
 must attach a power of attorney with its seal affixed.**

RFQ No. GSD146816STATE OF WEST VIRGINIA  
Purchasing Division**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 exceeds 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.

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(Company)

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(Authorized Signature)

---

(Representative Name, Title)

---

(Phone Number)

(Fax Number)

---

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**      GSD146816

**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.