State of West Virginia
Request For Quotation
Construction

Procurement Folder : 507347

Document Description : Babcock SP Group 1 Cabin Rehabilitation and Renovation

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-17	2018-11-20 13:30:00	ARFQ 0310 DNR1900000050	1	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	**Vendor Name, Address and Telephone**

FOR INFORMATION CONTACT THE
Angela W Negley
(304) 558-3397
angela.w.negley@wv.gov

Signature X **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids to establish a contract to rehabilitate and remodel six (6) cabins at Babcock SP located in Fayette County, West Virginia.

INVOICE TO	SHIP TO
	PARK SUPERINTENDENT
DIVISION OF NATURAL RESOURCES	DIVISION OF NATURAL RESOURCES
WEST VIRGINIA STATE PARKS	BABCOCK STATE PARK
324 4TH AVE	HC 35, BOX 150
SOUTH CHARLESTON WV 25303-1228	CLIFFTOP WV 25831
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Building maintenance and repair services				

Commodity Code	Manufacturer	Model #	Specification
72101500			

Extended Description

Rehabilitation and renovation of six (6) cabins.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory Pre-bid at 10:00 a.m., EST	2018-10-31
2	Technical Question Deadline at 9:00 a.m., EST	2018-11-08

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
West Virginia Division of Natural Resources
Agency Formal Procurements

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 a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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:

Babcok SP Headquarters
486 Babcock Road
Clifftop, WV 25831-7240
October 31, 2018, at 10:00 A.M., EST

☐ A **MANDATORY** pre-bid meeting will be held at the following place and time:

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 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 (5) 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 Property and Procurement Office. 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 8, 2018, at 9:00 A.M., EST

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office Attention: Angela Negley
South Charleston, WV 25303
Fax: (304) 558-2165
Email: angela.w.negley@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources
Property and Procurement Office
BID RESPONSE
324 4th Avenue
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:
BUYER: Angela Negley
SOLICITATION NUMBER: ARFQ DNR19*50
SOLICIATION CLOSING DATE: November 20, 2018
SOLICIATION CLOSING TIME: 1:30 P.M., EST
FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Property and Procurement Office 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: (This only applies to ARFP)
☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: November 20, 2018, at 1:30 P.M., EST

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation 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. COMMUNICATION LIMITATIONS: In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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. Code R. § 148-22-9 prior to contract award 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. Code R. § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

20. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:
West Virginia Division of Natural Resources
Agency Formal Procurements

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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" means the West Virginia Division of Natural Resources.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

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

2.4. "Chief Procurement Officer" means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

2.5. "Property and Procurement Office" means the section within the Division headed by the Chief Procurement Officer and its personnel.

2.6. "Director of the Purchasing Division" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.7. "Award Document" means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.8. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

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

2.10. "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.

2.11. "Will", "Shall" and **"Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____year(s).

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

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery 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 180 days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will 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 Award Document 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, and Attorney General's office.

6. EMERGENCY PURCHASES: Chief Procurement Officer 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 Chief Procurement Officer, 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

☑ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% contract value . The performance bond must be received by the Property and Procurement Office 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 delivered to the Property and Procurement Office prior to Contract award.

☑ **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 Property and Procurement Office prior to Contract award.

☑ **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 Property and Procurement Office.

☑ WV Contractor's License

☐

☐

☐

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of:
$1,000,000.00

☑ **Automobile Liability Insurance** in at least an amount of: $500,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third-Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Chief Procurement Officer 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 Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of $250 per day for each day after the 180 day deadline. 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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. 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.

15. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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 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.

27. 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 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, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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 Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

41. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

☑ Such reports as the Agency 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

42. 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:

c. 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

d. 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.

43. 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 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. 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. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. 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 contract award document.

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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

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 shall 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.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

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 Property and Procurement Office. For contracts of $25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of W. Va. 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☑ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than $250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than $25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than $25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 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 July1, 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.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

_____
(Name, Title)

_____
(Printed Name and Title)

_____
(Address)

_____
(Phone Number) / (Fax Number)

_____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

_____
(Company)

_____
(Authorized Signature) (Representative Name, Title)

_____
(Printed Name and Title of Authorized Representative)

_____
(Date)

_____
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP – REHABILITATION AND RENOVATION OF SIX (6) CABINS

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Babcock State Park to establish a contract for the rehabilitation and renovation of six (6) cabins.

   The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

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 and in the Project Plans as defined below.

   2.1 "Construction Services" means the rehabilitation and renovation of six (6) cabins as more fully described in the Project Plans.

   2.2 "Pricing Page" means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

   2.3 "Solicitation" means the official notice of an opportunity to supply the State with Construction Services.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

   4.1. Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.

7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans and any available manufactures recommendations for installation, and the most current version of the International Building Code.

8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

9. **PAYMENTS:** See Appendix A

10. **CONDITIONS OF THE WORK**

    10.1. Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

    10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

    10.3. Standard Work Hours: The standard hours of work for this Contract will be open to seven (7) days a week, specific hours will be determined by the Park Superintendents, or Park Designee, that will minimize disturbances to park guests. You must work with the Park Superintendents or Park Designee to determine an appropriate working schedule.

10.4. Lodging: Accommodations will be available for paid contractors only at no charge, except for Hotel/Motel county tax. A tenant contract will need to be signed by occupants. Persons staying in cabins are subject to all park rules and regulations. Lodging will be permitted in the cabins that contractor will be working on. Lodging will not be available once the cabins have been approved as finished condition. Lodging will be in Legacy cabins, which will consist of a fireplace, bathroom, small kitchen, 1 or two beds depending on the cabin. Firewood and running water will not be provided in Legacy cabins during winter months. Alternative heat will be need supplied by contractor. Housing Incidentals, damages, smoking clean-up, deep cleaning due to excessive soiling, and/ or any other ancillary charges shall be the responsibility of the Vendor. Contractor will pay this fee to the park or forest prior to occupancy at contractor's convenience. Subject to availability.

10.5. Project Closeout: Project Closeout shall include the following:

10.5.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.5.1.1. All debris and material from the project must be fully cleaned up and removed from the premises.

10.5.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

10.5.3. Final Payment: Upon satisfactory completion of the project the vendor will provide the Agency with an "Affidavit of Debts and Claims" on a form prescribed by the agency prior to release of any retainage or final payment.

11. 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:

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

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

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

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

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

12. MISCELLANEOUS:

12.1. 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: _____

WV Division of Natural Resources

Parks and Recreation Section

Cabin Modernizations

Babcock State Park
(Group 1)

Project Manual

Project Name: Cabin Modernization-Babcock State Park Group 1

1. Project Summary

1.1 Project Name: Babcock State Park Group 1 Cabin Modernization.

1.2 Location: 486 Babcock Road, Clifftop, WV 25831-7240

1.3 Agency's Name: West Virginia Division of Natural Resources (WVDNR).

1.4 This project generally consists of the rehabilitation and renovations of guest cabins, per the specifications outlined in this Project Manual.

Project Name: Cabin Modernization-Babcock State Park Group 1

PROJECT SCOPE OF WORK
LEGACY CABINS #1, 2, 3, 4, 5, 6 (6 CABINS)

2. Structure, modernize

2.1 Tankless Hot Water Heater

2.1.1 Vendor must remove existing hot-water tank;

2.1.2 Vendor must supply and install gas/propane tankless outdoor hot water heater.

2.1.3 Vendor must supply and install a propane gas unit tankless hot water heater per ICC code, chapter 4.

2.1.4 Unit must connect to current plumbing configuration with space saving considerations and vendor will supply all needed plumbing and gas connection materials to complete the installation of the new unit to both the gas tank and the water lines;

2.1.5 Vendor must renew visible area of old unit to match surrounding trim.

2.1.6 Unit must be designed to adequately supply hot water for a minimum of one (1) shower and two (2) sinks simultaneously.

2.1.7 Unit must have freeze protection

2.1.8 Vendor must conceal new unit so that unit, plumbing, electrical alterations are not visible, but yet in a location that provides access and approved by Agency.

2.1.9 Vendor must follow all manufacturer's recommendations for installation;

2.2 Vendor must install a covering over existing plywood walls in the bathroom with finished drywall surface. Do Not cover shelves in Cabin (#3) Three

2.2.1 Vendor must remove kitchen and bathroom appliances, fixtures, and cabinetry to bare log or plywood wall.

2.2.2 Appliances, toilet, and other fixtures may be retained as per Agency, all other will be demolition and disposed by vendor.

2.2.3 Existing electric receptacles, plumbing, and any new service will need to be extended to new finished surface through newly covered walls.

2.2.4 All electric receptacles, electric outlets, and electrical box covers brown in color should be removed in the bathrooms and shall be replaced by vendor with white receptacles, outlets, and break proof vinyl covers.

Project Name: Cabin Modernization-Babcock State Park Group 1

3. Bathroom Modernize;

3.1 Bathroom Flooring

3.1.1 Vendor must replace bathroom floors.

3.1.2 Vendor must remove all existing bathroom fixtures and flooring to expose subfloor;

3.1.3 Vendor must inspect subsurface and recommend to Agency any necessary replacement.

3.1.4 Bid as indicated on Pricing Page shall include a Unit Price for removing of existing flooring, manufacturer recommended underlayment, installation materials, trim, and new flooring installation.

3.1.5 Color of tile to be selected from Manufacturer's available selections by Agency;

3.1.6 Grout color to match and blend with tile color and will be selected by Agency.

3.1.7 Grout to be sealed to prevent stains and other liquid damage.

3.1.8 Vendor must follow manufacturer's recommendations for installation;

3.1.9 Vendor is required to field measure floor;

3.1.10 No work shall be performed to replace subfloor unless approved by the Agency in writing.

3.1.11 Vendor must provide and install: Stonepeak Porcelain tile;

3.1.11.1 Vendor must provide and install: Simply Modern 12"x12" porcelain tile;

3.1.11.1.1 The subfloor under the tile must be at least 1 1/8″ thick, with a minimum of 5/8″ thick exterior grade plywood topped by 1/2″ cement backer board.

3.1.11.1.2 Planks must be minimum 8mm thick;

3.1.11.1.3 Must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations;

3.1.11.1.4 Must have water absorption of less than or equal to 0.1% for indoor or outdoor use and is frost proof;

3.1.11.1.5 Dynamic Coefficient of Friction (DCOF) must be greater than or equal to 42 allows for application in most dry or wet areas including floors, walls, indoor or outdoor in freezing or non-freezing environments;

3.2 Vendor must supply and install ceramic tile to chair rail height on bathroom walls.

3.2.1 Vendor must prepare vertical surface per manufacturer's installation recommendations.

3.2.2 Vendor must install 6"x6" ceramic or porcelain tile installed on bathroom wall from floor to chair rail, with 2-inch x 6-inch tile rail at 3-feet 6-inches.

3.2.3 Sheetrock above chair rail to be painted with semi-gloss paint.

3.2.4 Vendor must follow manufacturer's recommendations for installation.

3.2.5 Vendor is required to field measure walls.

3.2.6 Color of tile to be selected from Manufacturer's available selections by Agency;

3.2.7 Grout color to match and blend with tile color and will be selected by Agency.

3.2.7.1 Vendor must supply and install Simply Modern 6" x 6" porcelain tile with 3" x 12" bullnose.

3.2.7.1.1 Must be minimum 8mm thick.

3.2.7.1.2 Must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations.

3.2.7.1.3 Must have water absorption of less than or equal to 0.1% for indoor or outdoor use and is frost proof.

3.2.7.1.4 Dynamic Coefficient of Friction (DCOF) must be greater than or equal to 42 allows for application in most dry or wet areas including floors, walls, indoor or outdoor in freezing or non-freezing environments.

3.3 Vendor must supply and install Shenandoah brand vanity
3.4 base, or equal to meet existing configuration;

3.4.1 Door style and hardware to be selected by Agency from Manufacturer's available selections;

3.4.2 Color to be selected from Manufacturer's available selections;

3.4.3 Vendor must follow manufacturer's recommendations for installation;

3.4.4 Must be minimum of 31-1/8" in height to match current configuration;

3.4.5 No shelf;

3.4.6 1 Door, 1 Panel;

3.4.7 Must be all plywood construction using ½" plywood;

3.4.8 Vendor shall be required to field measure to ensure fit;

3.5 Vendor must supply and install a built-in quartz vanity top,

3.5.1 Top should be single, centered, rectangular under mount porcelain white sink and pre-drilled faucet hole to meet configuration of faucet, vanity base and plumbing;

3.5.2 Vanity top must be Du Pont Corian (Formerly Zodiaq) 2020 Quartz top, or equal;

3.5.3 Color to be selected from Manufacturer's available selections;

3.5.4 Vendor must follow manufacturer's recommendations for installation;

3.5.5 Quartz top; Pattern to be selected from manufacturer's available patterns;

3.5.6 Top must be minimum ¾" inch thick;

3.5.7 Must have flat edge;

3.5.8 Vendor must follow manufacturer's recommendations for installation;

3.6 Showers

3.6.1 Vendor must remove existing shower;

3.6.2 Vendor must provide and install Mincey Marble, TS-OWC SS (Staggered Stone), shower walls or equal;

3.6.3 Estimated size of shower is _31"w x 31" deep;

3.6.4 Minimum wall thickness must be 1/4";

3.6.5 Material must be cast marble;

3.6.6 Must come in solid one-piece panels;

3.6.7 Surface must be permanently sealed surface;

3.6.8 Must not mold or mildew;

3.6.9 Color selection and pattern will be selected by Agency from manufacturer's available colors;

3.6.10 Vendor must follow manufacturer's recommendations for installation;

3.6.11 Vendor is required to field measure;

3.7 Vendor must supply and install Kohler Bancroft Single Lever Handle Rite-Temp Shower Valve Trim with Showerhead 2.5 GPM (gallons per minute) or equal;

3.7.1 Unit must provide temperature regulation and automatic anti-scald protection;

3.7.2 Unit must feature single handle controls both on/off activation and temperature setting;

3.7.3 Unit must include faceplate with ADA-compliant metal lever handle;

3.7.4 Unit must include single-function 2.5 GPM (gallons per minute) showerhead;

3.7.5 Vendor must follow manufacturer's recommendations for installation;

3.7.6 Color selection will be selected from manufacturer's available colors by Agency;

3.8 Vendor must supply, install, and trim precast shower floor consistent with the specified shower walls for use with selected wall covering with Agency approved color to match;

3.8.1 Shower must be installed with planned maintenance access to controls;

3.8.2 Vendor must supply and install two (2) ceramic matte corner soap dishes – color must match color of shower walls;

3.8.3 Color selection will be selected from manufacturer's available colors by Agency;

3.8.4 Must supply and install shower curtain rod; Shower curtain rod finish shall be selected by Agency;

3.8.5 Vendor must follow manufacturer's recommendations for installation;

3.9 Vendor must remove existing wall mirror and light at vanity, repair surface, supply and install:

3.9.1 Vendor must supply and install vanity mirror and light.

3.9.1.1 24" W x 30" L Framed Fog Free Wall Mirror Home Decorators Collection, or equal.

3.9.1.2 Item # 612650 Model # B10068, allen + roth Hainsbrook 2-Light 17.99-in Aged Bronze Cone Vanity Light vanity light bar above vanity mirror or equal

3.9.1.3 Finish to be selected by Agency;

3.9.1.4 Mirror must have two lights;

3.9.1.5 Mirror must be rated for damp installation;

3.9.1.6 Mirror must be transitional in style;

3.9.1.7 Color will be selected from manufacturer's available colors by Agency;

3.9.1.8 Vendor must follow manufacturer's recommendations for installation;

3.10 Vendor must remove existing, repair surfaces, supply and install bathroom hardware

3.10.1 MOEN Banbury 4-Piece Bath, including toilet paper holder; 24" towel rack; two-hook robe hook; hand towel ring, or equal.

3.10.2 Color will be selected by Agency from manufacturer's available colors by Agency;

3.10.3 Vendor must follow all manufacturer's recommendations for installation;

3.11 Vendor must remove existing light if applicable, repair surfaces, supply and install ceiling light and exhaust fan unit.

3.11.1 Vendor must supply and install Broan, 100 CFM Ceiling Bathroom Exhaust Bath Fan with Light in ceiling or equal;

3.11.2 Installation must be finished with no visible gaps between unit and ceiling;

3.11.3 Vendor must follow all manufacturer's recommendations for installation;

3.11.4 Unit lighting must be minimum 100 watt;

3.12 Vendor must paint bathroom ceiling PPG semi-gloss interior kitchen/bath paint: color to be 80% white mixed with 20% wall color;

3.13 Vendor must prepare walls to smooth surface and paint with semi-gloss PPG interior kitchen/bath paint – Color to be selected by Agency;

4. Kitchen, Legacy Cabin Modernize:

4.1 Kitchen Flooring

Project Name: Cabin Modernization-Babcock State Park Group 1

4.1.1 Vendor must replace Kitchen Floors.

4.1.2 Vendor must remove all existing Kitchen fixtures and flooring to expose subfloor;

4.1.3 Vendor must inspect subsurface and recommend to Agency any necessary replacement.

4.1.4 Bid as indicated on pricing page shall include a unit price for removing of existing flooring, manufacturer recommended underlayment or ½" stone, installation materials, trim, and new flooring installation.

4.1.5 No work shall be performed to replace subfloor unless approved by the Agency in writing.

4.1.6 Vendor must supply and install new flooring and bullnose.

4.1.6.1 Vendor must provide and install: Stonepeak Porcelain tile, or equal glazed porcelain;

4.1.6.1.1 The subfloor under the tile should be at least 1 1/8″ thick, with a minimum of 5/8″ thick exterior grade plywood topped by 1/2″ cement backer board.

4.1.6.1.2 Color will be selected from manufacturer's available colors by Agency;

4.1.6.1.3 Grout color to match and blend with tile color and will be selected by Agency.

4.1.6.1.4 Grout to be sealed to prevent stains and other liquid damage.

4.1.6.1.5 Must have high resistance to abrasion and is suitable for heavy-duty residential and commercial floor installations;

4.1.6.1.6 Must have water absorption of less than or equal to 0.1% for indoor or outdoor use and is frost proof;

4.1.6.1.7 Dynamic Coefficient of Friction (DCOF) must be greater than or equal to 42 allows for application in most dry or wet areas including floors, walls, indoor or outdoor in freezing or non-freezing environments;

4.1.6.1.8 Vendor must follow manufacturer's recommendations for installation;

4.1.6.1.9 Vendor must supply and install 3”x12” bullnose;

4.1.6.1.10 Must be minimum 8mm thick;

4.1.6.1.11 Vendor is required to field measure walls;

5. **Install kitchen cabinets:**

5.1.1 All hardware must be included;

5.1.2 Vendor must field measure to ensure proper fit and installation;

5.1.3 Door style and hardware to be selected from Manufacturer’s available selections;

5.1.4 Color and species to be selected from Manufacturer’s available selections;

5.1.5 Vendor must follow manufacturer’s recommendations for installation;

5.1.6 All other structural elements must be all plywood construction using ½” plywood;

5.1.7 Vendor must supply and install Shenandoah brand, or equal kitchen base and kitchen cabinets to meet existing configuration;

5.1.8 Vendor must supply and install microwave;

5.1.9 Vendor must supply and build a 2” thick pine board shelf with 2” lip edge on top back and sides, and mounting braces, finished in a PPG stain/paint approved to match new kitchen cabinetry; sized to fit microwave oven;

5.1.9.1 Vendor must supply and install Whirlpool, Model #: WMC30516HZ Countertop Microwave, or equal at 66” above the floor and approximately 13” to 16” above stove top; The microwave shelf will be mounted securely to wall with all mounting and construction fasteners concealed to show flawless appearance; over the stove to or another place determined by Agency;

5.1.9.2 Microwave must be minimum 1.6 cu; ft;

5.1.9.3 Microwave must be minimum 1,000-Watt

5.1.9.4 Microwave must be fingerprint resistant stainless steel;

Project Name: Cabin Modernization-Babcock State Park Group 1

5.2 Vendor must remove existing, supply, and install same size commercial grade solid quartz kitchen countertops with predrilled hole to fit plumbing and wastewater fixtures.

5.2.1 Vendor must supply and install Du Pont Corian (Formerly Zodiaq) 2020 quartz kitchen countertop or equal

5.2.2 Countertop must include predrilled hole (s) for specified faucet and drain.

5.2.3 Countertop must be prepped for undermount 33-in x 22-in double-basin, double hole stainless steel sink.

5.2.4 Countertop must be minimum of 1 ¼" thick.

5.2.5 Must have a square edge.

5.2.6 Pattern to be selected by Agency.

5.2.7 Countertop must be naturally stain resistant or permanently sealed to prevent staining.

5.2.8 Minimum 4" integrated backsplash in same material as counter top with square edge to be included and installed to fit existing configuration.

5.2.9 Vendor must field measure to ensure adequate coverage.

5.2.10 Vendor must follow manufacturer's recommendations for installation.

5.3 Vendor must supply and install a stainless steel undermount kitchen sink.

5.3.1.1 Must be a 33-inch x 22-inch Double-basin, stainless steel undermount 2-hole sink.

5.3.1.1.1 Sink must be stainless steel

5.3.1.1.2 Sink must be minimum 18 gauge

5.3.1.1.3 Sink must be minimum of 8" deep, maximum of 12" deep.

5.3.1.1.4 Sink must include basin grid.

5.3.1.1.5 Sink must be corrosion resistant.

5.3.1.1.6 All drains must be plumbed.

5.3.1.1.7 Sink must include all necessary hardware and installed per manufacturer's recommendations.

5.4 Vendor must supply and install a heavy duty, high arc, kitchen faucet with spray head. Delta 9113-AR-DST Essa, or equal.

5.4.1 Unit must be single handle pull down faucet.

5.4.2 Finish to be selected by Agency.

5.4.3 Faucet's minimum flow rate must be 1.80 GPM @ 60 PSI.

5.4.4 Faucet's minimum spout height must be 15 ¼".

5.4.5 Faucet's minimum spout length must be 9 ¼".

5.4.6 Faucet's minimum deck thickness must be 2 ½".

5.4.7 Faucet must have magnetic docking spray head.

5.4.8 Vendor must install using manufacturer's installation recommendations.

5.4.9 Unit must be fully plumbed to hot and cold water**.**

5.4.10 Vendor must provide and install the proper LP Gas connection for a standard range at the site of existing electric range. The electric range is being replace with an agency installed LP Gas Range. The LP supply line will be plumbed to the Agency outdoor LP gas tank by the vendor.

EXHIBIT B

PROJECT SCOPE OF WORK

ADDED ALTERNATE PROJECTS

6. Added Alternate 1 – Windows in Cabin #1 & #2 Only:

6.1 Vendor must field measure cabin windows;

6.2 Vendor must remove and dispose of existing windows

6.3 Vendor must supply and install Anderson 400 series double hung or (gliding windows where applicable); vinyl, clad wood construction windows; low-E glass; sash tilt in for easy cleaning from the inside

6.4 Vendor must verify all rough openings in the field and actual unit dimensions with manufacturer.

6.5 Color must be approved by Agency

6.6 Vendor must supply and replace necessary finish trim work.

7. Added Alternate 2 - Cabin Painting (Cabins #1, 2, 3, 4, 5, & 6)

7.1 Paint all exterior cabin logs, window sills, porches, and door frames

7.1.1 Paint must be solid latex brown stain to match existing;

7.1.2 Patch as needed the chinking and paint exterior white paint to match.

8. Added Alternate 3 - Repair Rotted Logs on Cabin #6

8.1 Repair rotted logs on Cabin #6 on the bottom logs, right side of cabin facing hillside.

8.2 Provide new Log and chinking at specified location.

8.3 Finish logs and chinking to match existing interior and exterior. Log diameters should match log being replaced.

9. Added Alternate 4 - Replace Roofs (Cabins #1, 2, 3, 4, 5, & 6)

9.1 Replace roof with shingles of existing type and color.

9.2 Leave gutters unless damaged while installing roofing.

9.3 Must install proper felt under roofing shingles.

9.4 Use existing flashing or replace by inserting the new flashing into chimney by grinding and sealing flashing into stone and stepping down the flashing to overlap for leak prevention.

9.5 Remove any and all debris.

10. Added Alternate 5 - Repair and Replace Flagstone – Cabin #3 Only

10.1 Vendor must repair and replace Flagstone on porch and entryway of Cabin #3

10.2 Remove damaged flagstone or rock walkway and replace with like materials to match color and configuration of existing walkway.

10.3 New stone must be grouted and installed with matching color to make walkway uniform on entire stoned porch area and entryway.

10.4 Old original stones not used for reconstruction or patching shall be stacked to the side above the woodshed to be removed by park staff.

11. Cabin Modernization-Quality Assurance

11.1 Quality Assurance

11.1.1 The Vendor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.

11.1.2 The Vendor shall provide any or all certifications, licenses, and labor necessary to assure obtaining the warranty.

11.1.3 The Vendor has the responsibility to protect the Agency's property and the property of others from damage due to weather or construction activities. The Vendor shall make any necessary provisions to prevent rain or other inclement weather from entering the structure.

11.2 Inspections

11.2.1 The authorized representatives and agents of the Division of Natural Resources shall be permitted to inspect all work, materials, payroll records of personnel, invoices of materials, and other relevant data and records.

11.3 Delivery, Storage, and Handling

11.3.1 Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and stored up off the ground surface.

11.3.2 Use extreme care in off- loading of materials to prevent damage of materials and surrounding property.

11.4 Installation

11.4.1 The Vendor shall furnish all labor, equipment, and materials to perform the work.

11.4.2 Installation shall be in accordance with all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the Work. Comply with the provisions contained in the International Building Codes.

11.5 Other Materials

11.5.1 Vendor must provide necessary accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, sealants, products, equipment and other work incidental to the installation to complete the work so as to function as intended. These are subject to the approval of the WVDNR.

11.5.2 Accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, products, equipment, incidentals are to be from same manufacturer and commensurate quality as primary material, product, equipment for which they are incidental to, or be approved in writing by primary material, products, equipment for use.

11.6 Substitutions

11.6.1 Any substitution requests should be submitted by the technical question deadline.

12. Cabin Modernization-Site Conditions

12.1 Site Conditions

12.1.1 Vendor must keep the premises in a neat, safe, and orderly condition at all times. Remove debris and clean sidewalks, entries, exits, lawns, and parking areas at end of each work day.

12.1.2 Vendor must provide barriers, fencing, signs, and any other protection necessary to assure the safety of all visitors, staff, and contractors.

12.1.3 Vendor is to work with WVDNR personnel and visitors for a smooth operation. Professionalism and courteousness around WVDNR personnel and visitors shall be maintained at all times.

12.1.4 Means of egress from the Office building and parking lot, or access by emergency vehicles shall not be compromised.

12.1.5 The Vendor is responsible for protecting Work from inclement weather, snow, ice, rain, etc. Vendor is responsible for any snow removal, if necessary, in their work area.

12.1.6 Protect the lawns, plant materials, sidewalks, statues, signs, existing structures, cameras, wiring, etc. from any damage. Vendor is responsible for repairing or replacing any items that are damaged due to this work.

12.1.7 Bathroom facilities will be NOT available. Vendor to provide facilities.

12.1.8 Electric will be provided by the WVDNR during regular work hours for Work scope items only.

13. Cabin Modernization-Warranties

13.1 Warranties

13.1.1 Inspections, testing, etc. needed for warranty shall be the responsibility of the Vendor.

Appendix "A":

PAYMENTS AND COMPLETION

CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Agency to the Contractor for performance of the Work under the Contract Documents.

SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Agency, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Agency may require. This schedule, unless objected to by the Agency, shall be used as a basis for reviewing the Contractor's Applications for Payment.

APPLICATIONS FOR PAYMENT

At least ten days before the date established for each progress payment, the Contractor shall submit to the Agency an itemized Application for Payment prepared in accordance with the schedule of values, supported by such data substantiating the Contractor's right to payment as the Agency may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Agency, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Agency to establish the Agency's title to such materials and equipment or otherwise protect the Agency's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Agency no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Agency shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

DECISIONS TO WITHHOLD CERTIFICATION

The Agency may withhold a Payment in whole or in part, to the extent reasonably necessary to protect the Agency, if in the Agency's opinion the representations to the Agency cannot be made. If the Agency is unable to remit payment in the amount of the Application, the Agency will notify the Contractor. If the Contractor and Agency cannot agree on a revised amount, the Agency will promptly issue a Certificate for Payment for the amount for which the Agency is able to verify. The Agency may also withhold Payment or, because of subsequently discovered

evidence, may nullify the whole or a part Payment previously issued, to such extent as may be necessary in the Agency's opinion to protect the Agency from loss for which the Contractor is responsible, including loss resulting from acts and omissions, because of

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Agency is provided by the Contractor;
- failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- damage to the Agency or a separate contractor,
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- repeated failure to carry out the Work in accordance with the Contract Documents.

When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

PROGRESS PAYMENTS

After the Agency has issued a Certificate for Payment, the Agency shall make payment.

The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Agency the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

The Agency will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Agency on account of portions of the Work done by such Subcontractor.

The Agency has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Agency to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Agency shall have the right to contact Subcontractors to ascertain whether they have been properly paid. The Agency shall not have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

Contractor payments for material and equipment suppliers shall be treated in a manner similar to that listed above.

Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Agency shall not constitute acceptance of Work not in accordance with the Contract Documents.

Appendix "A":

Unless the Contractor provides the Agency with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Agency. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Agency can occupy or utilize the Work for its intended use.

When the Contractor considers that the Work, or a portion thereof which the Agency agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Agency a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the Agency will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Agency's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Agency can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Agency. In such case, the Contractor shall then submit a request for another inspection by the Agency to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, the Agency will document completion in a way that shall establish the date of Substantial Completion, shall establish responsibilities of the Agency and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Documentation of Substantial Completion shall be reviewed by the Agency and Contractor for their written acceptance of responsibilities assigned to them therein. Upon such acceptance and consent of surety, if any, the Agency shall make payment of retainage applying to such Work or designated portion thereof Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

PARTIAL OCCUPANCY OR USE

The Agency may occupy or use any completed or partially completed portion of the Work at any stage.

Appendix "A":

Immediately prior to partial occupancy or use, the Agency, Contractor and Agency shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Agency will promptly make such inspection and, when the Agency finds the Work acceptable under the Contract Documents and the Contract fully performed, the Agency will promptly issue a final payment with documentation stating that to the best of the Agency's knowledge, information and belief, and on the basis of the Agency's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Agency's final Payment will constitute a further representation that conditions for the Contractor's being entitled to final payment have been fulfilled.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Agency (I) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Agency or the Agency's property might be responsible or encumbered (less amounts withheld by Agency) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Agency, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Agency. If a Subcontractor refuses to furnish a release or waiver required by the Agency, the Contractor may furnish a bond satisfactory to the Agency to indemnify the Agency against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Agency all money that the Agency may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Agency so confirms, the Agency shall, upon application by the Contractor and certification by the Agency, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Agency prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Appendix "A":

The making of final payment shall constitute a waiver of Claims by the Agency except those arising from

- liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- failure of the Work to comply with the requirements of the Contract Documents;
- terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BABCOCK SP GROUP 1 – REHABILITATION AND RENOVATION OF SIX (6) CABINS

Pricing Page
Exhibit A

Name of Vendor:	
Address of Vendor:	
Phone Number of Vendor:	

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

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in figures*.	
Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.*	

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

Pricing Page
Exhibit A

Additive Alternate 1:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

Additive Alternate 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in figures*.	
Additive Alternate 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.*	

Additive Alternate 2:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

Additive Alternate 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in figures*.	
Additive Alternate 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.*	

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

Pricing Page
Exhibit A

Additive Alternate 3:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

Additive Alternate 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in figures*.	
Additive Alternate 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.*	

Additive Alternate 4:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

Additive Alternate 4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in figures*.	
Additive Alternate 4: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.*	

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

Pricing Page
Exhibit A

Additive Alternate 5:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 5** shall be indicated in the space below.

Additive Alternate 5: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in figures*.	
Additive Alternate 5: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, *written in words.*	

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **

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

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

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 _____**(Q)**_____
(Name of Principal)
(R)

By_____**(S)**_____
(Must be President, Vice President, or Duly Authorized Agent)

_____**(T)**_____
Title

Surety Seal _____**(V)**_____
(U) (Name of Surety)

_____**(W)**_____
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.

Agency_____
REQ.P.O#_____

BID BOND

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

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

_____

_____

_____

NOW THEREFORE,

(a) If said bid shall be rejected, or

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

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

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.

WV-72
Approved / Revised 08/01/15

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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 Address: _____

_____

_____

Vendor Telephone: _____

Vendor Fax: _____

Vendor E-Mail: _____

WV-73
Approved / July 7, 2017

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 written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

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

Printed Name: _____

Signature: _____

Title: _____

Company Name:_____

Date: _____

Taken, subscribed and sworn to before me this _____day of _____, _____.

By Commission expires _____

(Seal)

_____
(Notary Public)

Rev. July 7, 2017

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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** _____