

SPECIFICATIONS

RFB 15225
WINDOW TREATMENTS
FOR
NEW RIVER COMMUNITY &
TECHNICAL COLLEGE
AND
ALLIED HEALTH FACILITY

280 UNIVERSITY DRIVE
BEAVER, WEST VIRGINIA 25813

for
Community and Technical College System of West Virginia

Final Bidding Documents

June 12, 2015



1116 Smith Street, Suite 407, Charleston, West Virginia 25301

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SECTION 001116 - INVITATION TO BID - RFB 15225

PART 1 - Invitation to Bid

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Window Treatments for New River CTC.
 - 1. Project Location: New River Community and Technical College, 280 University Drive, Beaver, West Virginia 25813.
- C. Owner: Community and Technical College System of WV, 1018 Kanawha Blvd. East, Suite 700, Charleston, WV 25301.
 - 1. Owner's Representative: Watkins Design Works, 1116 Smith Street, Suite 407, Charleston, WV 25301, 304-553-7002, jill@watkinsdesignworks.com.
- D. Project Description: Project consists of procurement and installation of manual, commercial interior window shades.
- E. Interiors Contract: Bids will be received for the following Work:
 - 1. Window Treatments.

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: June 24, 2015.
 - 2. Bid Time: 3:00 p.m., local time.
 - 3. Location: Higher Education Policy Commission, 1018 Kanawha Blvd. East, Suite 700, Charleston, WV 25301, Attn: Mr. Richard Donovan.
- B. Bids will be thereafter opened in the presence of the bidders and read aloud.

1.3 PREBID CONFERENCE

- A. A non-mandatory prebid conference for all bidders will be held at New River Community and Technical College, 280 University Drive, Beaver, West Virginia 258131 on June 17, 2015 at 10:00 a.m., local time. Prospective bidders are requested to attend to be fully informed of project requirements.

1.4 DOCUMENTS

- A. Bidding documents for RFB 15225 are available online at the following URL:
<https://wvhepc.org/purchasing/>

1.5 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.6 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance required for the Work.

END OF SECTION 001116

SECTION 004113 - BID FORM

PART 1 - Bid Form

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Window Treatments for New River Community & Technical College and Allied Health Facility.
- C. Owner: Community and Technical College System of West Virginia.
- D. Owner Project Number: RFB 15225
- E. Submit Bid to: Chief Procurement Officer, Community & Technical System of WV, 1018 Kanawha Boulevard East, Suite 700, Charleston, WV 25301
- F. Interior Designer: Watkins Design Works.

1.2 CERTIFICATIONS AND BASE BID

- A. The undersigned Bidder, having carefully examined the Specifications, and all subsequent Addenda, as prepared by Watkins Design Works, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the work of providing Window Treatments for New River Community & Technical College and Allied Health Facility, according to the Owner's requirements, for the stipulated sum of:

- 1. _____ Dollars (\$_____).
New River Community & Technical College
- 2. _____ Dollars (\$_____).
Allied Health Facility
- 3. _____ Dollars (\$_____).
Total New River Community & Technical College and Allied Health Facility

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Owner, and shall fully complete the Work by August 23, 2015. Scheduling of Work after this date will require the Contractor to avoid classes in session and result in increased coordination to gain site access.

1.4 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.

1.5 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Unit Prices.
2. AFFIDAVITS (on the following pages) – TO BE SUBMITTED WITH BID
 - a. PURCHASING AFFIDAVIT: West Virginia Code §5A-3-10a states that no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate. Please include the Purchasing Affidavit with the Bid.
 - b. DRUG FREE WORKPLACE CONFORMANCE This affidavit must be submitted with the Bid to comply with West Virginia code §21-1D-5. Failure to include the affidavit with the bid shall result in disqualification of the bid.

1.6 SUBMISSION OF BID

RESPECTFULLY SUBMITTED:

SIGNATURE: _____ DATE: _____
Signature In Ink

NAME: _____
Please Type or Print

TITLE: _____

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

CONTRACTOR'S LICENSE NO.: _____

END OF SECTION 004113

SECTION 004322 - UNIT PRICES FORM

PART 1 - Unit Prices Form

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Window Treatments for New River Community & Technical College and Allied Health Facility.
- C. Owner: Community and Technical College System of West Virginia.
- D. Submit Bid to: Chief Procurement Officer, Community and Technical College System of West Virginia, 1018 Kanawha Boulevard, East, Suite 700, Charleston, WV 25301
- E. Owner Project Number: RFB 15225
- F. Interior Designer: Watkins Design Works.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given for the actual measurement of individual items of the Work.

1.3 UNIT PRICE SCHEDULE

- A. New River Community & Technical College

Rm #	Room Name	W	H	Qty	Unit	Extended
135	Classroom					
138	Chemistry Lab					
151A	Registrar					
104	Campus Admin. Ste.					
106	Admin. Asst.					
107	Campus Dean					
119	Dir. Financial Aid					
123	Ctr Teach Excell.					

123	Ctr Teach. Excell.					
Rm #	Room Name	W	H	Qty	Unit	Extended
123A	CTE Director					
126	Classroom					
127	Classroom					
130	Classroom					
131	Classroom					
134	Classroom					
149G	Dean Student Svcs.					
149H	Admin. Asst.					
149J	Dir. Enroll. Svcs.					
149K	Student Recruiter					
151	Registration Suite					
151B	Reg. Asst.					
185	Student Gov't. Off.					
187	Student Success					
190	Career Pln. Place.					
201	Seminar/Boardrm.					
204	Web Dev/Graph.					
205	Admin. Asst.					
206	VP Academic Aff.					
207	Dir. Inst. Effect.					
210	Exec. VP					
210A	Exec. VP Conf. Rm.					
214	Dir. College Rel.					
215	Conference					
215	Conference					
217	President's Office					
223	Admin. Asst.					

224	VP Fin. Admin.					
Rm #	Room Name	W	H	Qty	Unit	Extended
225	Office					
226	Purchasing Dir.					
227	Dir. Aux. Services					
228	Controller					
235	Office					
235	Office					
236	Secretary					
237	CIO					
238	HR Director					
239	HR Asst.					
240	HR Asst.					
241	HR Storage					
244	IA Staff					
244	IA Staff					
245	VP Inst. Advance.					
245	VP Inst. Advance.					
246	Admin. Asst.					
247	Conference					
SUBTOTAL						

B. Allied Health Facility

Rm #	Room Name	W	H	Qty	Unit	Extended
AH02	Conference					
AH08	Biology Lab					
AH09	Bio. Prep Room					
AH15	Medical Assisting Lab					
AH17	Respiratory Therapy Lab					
AH18	Computer Lecture Classroom					

AH19A	Meeting					
Rm #	Room Name	W	H	Qty	Unit	Extended
AH19B	Meeting					
AH19C	Collaboration					
AH20	Nursing Lab					
AH21	Nursing Lab					
AH21	Nursing Lab					
SUBTOTAL						

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2015.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF SECTION 004322

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Window Treatments for New River Community & Technical College and Allied Health Facility.
 - 1. Project Location: 280 University Drive, Beaver, WV 25813.
- B. Owner: Community and Technical College System of West Virginia, 1018 Kanawha Blvd. East, Charleston, WV 25301.
- C. Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. Interior Designer: Watkins Design Works, 1116 Smith Street, Suite 407, Charleston, WV 25301, (304) 553-7002, jill@watkinsdesignworks.com.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Project includes procurement and installation of manual, interior commercial window shades at New River Community & Technical College and Allied Health Facility in Beaver, West Virginia.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for installation operations during the work period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in rooms indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in good condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.
 - 3. Coordinate access to room with New River Community and Technical College.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Nonsmoking – Nontobacco Use Building: Smoking or using tobacco is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Specifications and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Final completion procedures.
 - 2. Final cleaning.
 - 3. Repair of the Work.

1.3 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Maintenance: Submit instructions on operation and maintenance of roller window shades.
 - 2. Warranties: Submit written warranties for roller window shades.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting final inspection for entire Project:
 - a. Clean Project site, in areas disturbed by installation activities, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep disturbed areas with VCT broom clean. Vacuum carpets. Remove spills, stains, and other foreign deposits.
- c. Remove tools, installation equipment, and surplus material from Project site.
- d. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
- e. In disturbed areas, vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- f. Clean transparent materials, including glass in doors and windows. Polish glass, taking care not to scratch surfaces.
- g. Remove labels that are not permanent.
- h. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Repair or remove and replace defective roller window shades. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

GENERAL REQUIREMENTS – RFB 15225

PART 1: GENERAL

- 1.01 The West Virginia Council for Community and Technical College Education seeks to engage a qualified contractor to provide and install window treatment in accordance with the specifications contained herein for the following project:
- New River Community and Technical College and Higher Education Policy Commission
Allied Health Building
280 University Drive
Beaver, WV 25813
- 1.02 This document describes the requirements and the parameters of providing and installing widow treatment for this Project. The Owner, West Virginia Council for Community and Technical College Education shall be referred to as the “Council” or “Owner” hereinafter.
- 1.03 The Owner will be the General Contract holder and the company responding to this RFB shall be the Bidder. The Bidder shall agree to furnish and install the proposed products and services in accordance with the conditions, requirements and specifications of this RFP and the Bidder's Bid. The Bidder that is awarded the contract will be the Contractor.
- 1.04 The Council reserves the right to modify the requirements stated herein, or cancel this effort, without compensation due to any participants for work undertaken in preparation of a response to the requirements herein. Bidders are to proceed at their own risk.
- 1.05 Owner's Contact Information:
- A. The Contracting Officer (CO) for this contract is:
Richard Donovan
Chief Procurement Officer
Community and technical College System of West Virginia
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301
(304) 558-0277
donovan@hepc.wvnet.edu
- B. The Owners design consultant is:
Watkins Design Works
1116 Smith Street, Suite 407
Charleston, WV 2530
(304) 553-7002
jill@watkinsdesignworks.com.
- 1.06 A non-mandatory pre-bid conference is scheduled for 10:00 AM, Local Time, on June 17, 2015, at the following location:
- New River Community and Technical College
280 University Drive
Beaver, West Virginia 25813

PART 2: PROJECT DESCRIPTION:

- 2.01 General:

A. The project objective is to provide and install Window Treatments for New River Community & Technical College and HEPC Allied Health Facility.

B. The project address is:

New River Community and Technical College
280 University Drive
Beaver, West Virginia 25813

2.02 Description of scope:

A. Project includes procurement and installation of manual, interior commercial window shades at New River Community & Technical College and Allied Health Facility in Beaver, West Virginia.

PART 3: BIDDER QUESTIONS AND BID

3.01 Questions and requests for clarifications concerning the RFB must be submitted via email to Chief Procurement Officer at: donovan@hepc.wvner.edu. Questions and requests for clarification will be received until 5:00 PM, Local Time, June 17, 2015. Answers will be posted as an Addendum to the RFP at the following URL by 5:00 PM, Eastern Time, June 18, 2015:

<https://wvhepc.org/purchasing/>

3.02 Telephoned and verbal questions will not be accepted.

3.03 Questions shall be submitted in writing via e-mail or hard copy by the due date and time. Answers to questions and clarifications will be provided by Addendum via the webpage posting above. Any information provided by the Owner or its design consultant to any bidder/contractor prior to the release of this RFB, verbally or in writing, is considered preliminary and is not binding for the Owner or the Contractor.

3.04 Use the Bid Forms provided in this RFP. Bidders shall deliver one (1) original Bid to the Contracting Officer by the due date and time indicated below. Please note that Bid submission by email will not be accepted.

3.05 Late Bids will not be considered. Do not submit Bids by fax.

3.06 Sealed Bids shall be enclosed and secured in a sealed envelope/package and properly marked and displayed on outside of envelope/package bearing the name, address of the Bidder, and RFB number. No other information shall be included or written on the outside of the Bid envelope/package. The Council shall not be responsible for unidentified Bids. Bids will be received until 3:00 PM, Local Time, June 24, 2015 and shall be delivered to:

Chief Procurement Officer
RFP 15225
West Virginia Council for Community and Technical College Education
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301

3.07 The Council reserves the right to reject any Bid that is incomplete, late, or improperly formatted. The Council may also reject any Bid if the Bidder fails to respond to a request for clarification by the Council. The Council reserves the right to waive minor informalities or irregularities, or significant mistakes that can be waived or corrected without prejudice to other Bidders, which are evident after examining the proposal, are considered matters of form rather than substance; that is, the effect on price, quantity, quality, or terms and conditions is negligible. The Chief Procurement Officer may waive such informalities or irregularities or allow the Bidder to correct such mistakes, depending on which is in the best interest of the Council.

- 3.08 The Council will be the sole judge as to whether any Bid complies with the Technical Specifications and whether equivalent items offered or variations from the Technical Specifications will afford comparable and equivalent performance. Any such decisions by the Council shall be final and conclusive.
- 3.09 In the event of a conflict between any of the RFB documents, resolution will be at the sole discretion of the Council.
- 3.10 The Council reserves the right to change the dates of the above activities and require further information or other considerations. The Bidder is responsible for any and all expenses related to the preparation and submission of a response to this solicitation. The Council shall incur no obligation except pursuant to the execution of a contract by the Council and the successful Contractor.

PART 4: BASIS OF AWARD

- 4.01 A fixed price award will be made to the responsive, responsible, qualified Bidder who's Bid offers the lowest price to the Council while meeting the specifications and terms and conditions of this RFB.

PART 5: PROJECT REQUIREMENTS

- 5.01 Terms and Conditions:
- A. All Work is to be complete by August 24, 2015. Classes begin on this date.
 - B. This project is being funded, in part, by a federal grant which expires August 31, 2015. All Work must be complete and accepted by August 24, 2015, and invoiced by this date. Special attention should be given to the Allied Health Building to complete installation as soon as possible after contract award and prior to the completion date.
 - C. The Owner is tax exempt and will not pay sales or use tax.
 - D. The Contractor must be a licensed West Virginia contractor for the work being performed.
- 5.02 Addenda:
- A. No interpretation of the meaning of the drawings, specifications, or other bidding documents, or correction of any apparent ambiguity, inconsistency, or error therein will be made verbally to any Bidder. Every request for such interpretation or correction shall be in writing, as indicated previously herein. In case the Owner finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposal due date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed, transmitted via email, or delivered to all prospective Bidders at the respective address furnished for such purpose.
 - B. All addenda will become part of this RFB and shall be responded to by each Bidder.
 - C. All addenda shall be acknowledged in writing in the proposal submitted by the Bidder.
 - D. This RFP, any subsequent addenda, and any written responses to questions takes precedence over any information previously provided.
- 5.03 Shipping: shipping, rigging, and other destination charges shall be included in the Bid.
- 5.04 Subcontracting:

- A. The contractor may subcontract parts of the work to be performed, but will retain responsibility for all the work associated with the contract for system installation. The Bidder must identify any subcontractors intended for use in the execution of this contract.

5.05 Insurance:

- A. The contractor shall provide all necessary Workman's Compensation Insurance, General Liability Insurance, and Automobile Liability Insurance, and where applicable, Products Liability Insurance, with the Owner being included as a named insured on the liability insurance policies.

- B. Certificates of Insurance on all such insurance coverage carried by the contractor shall be furnished to the Owner prior to issuance of a purchase order.

- C. The minimum insurance limits the contractor shall provide are as follows:

- 1. Workmen's Compensation:
 - a. Applicable federal statutory
 - b. Applicable state statutory
 - c. Employer's liability statutory
- 2. Bodily Injury:
 - a. Each occurrence \$1,000,000
 - b. Aggregate \$1,000,000
- 3. Property Damage:
 - a. Each occurrence \$1,000,000
 - b. Aggregate \$1,000,000
- 4. Personal Injury:
 - a. Aggregate \$1,000,000
 - b. Employment exclusion deleted
- 5. Automobile Liability – Owned, Nonowned, and Hired:
 - a. Bodily injury, each person \$1,000,000
 - b. Bodily injury, each accident \$1,000,000
 - c. Property damage, each occurrence \$1,000,000
- 6. Contractual Liability (Hold Harmless Coverage):
 - a. Bodily injury, each occurrence \$1,000,000
 - b. Property damage, aggregate \$1,000,000
 - c. Property damage, each occurrence \$1,000,000

- D. The Owner will be exempt from, and in no way liable for, any sums of money which may represent a deductible on any insurance policy. The payment, if any deductible applies, shall be the sole responsibility of the contractor providing insurance.

5.06 Payments: A single payment will be made upon completion and acceptance of the Work. The owner may elect to make partial payment for work completed early, particularly for the Allied Health Building.

5.07 Royalties, Patents, and Licenses

- A. The contractor shall defend or settle at its own expense, any claim or suit against the Owner alleging that any contractor products furnished under the Agreement infringe any United States patent or copyright. The contractor shall also pay all damages and costs that by final judgment may be assessed against the Owner due to such infringement. The Owner will

promptly notify the contractor in writing of such claim or suit and expect the contractor's obligation to be as sole control of the defense or settlement of such claim or suit. The Owner will cooperate with the contractor in a reasonable way to facilitate the settlement or defense of such claim or suit. The contractor will not be responsible if the claim or suit arises from the Owner's modifications, or from combinations of products provided by the contractor with products provided by the Owner or others.

- B. If any contractor-provided products become, or in the contractor's opinion are likely to become, the subject of an infringement suit, the contractor shall:
 - 1. Procure for the Owner the right to continue using the applicable product;
 - 2. Replace or modify the product to provide a no infringing product that is functionally equivalent in all material respects; or
 - 3. Refund the purchase price or one-time software license fee less a reasonable allowance for use.

5.08 Assignment

- A. Neither the contractor nor the Owner may assign this agreement without the prior written consent of the other party.

5.09 Supplemental Terms and Conditions/Modifications

- A. Any supplemental terms, conditions, modification, or waiver of these terms and conditions must be in writing and signed by the contractor and the Owner.

5.10 Waiver of Rights or Remedy

- A. If the contractor or the Owner fails to enforce any rights or remedy available under this Agreement, that failure will not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.

5.11 Exhibits Applicable to this RFP and to the Contract/Purchase Order

- A. The following is a list of Exhibits that are attached and are a binding part of this RFP:
 - Exhibit A, Instructions to Bidders
 - Exhibit B, Terms and Conditions
 - Exhibit C, Agreement Addendum (Form WV-96)
 - Exhibit D, No-Debt Affidavit – **Must be submitted with Bid**
 - Exhibit E, Drug Free Workplace Conformance Affidavit – **Must be submitted with Bid**
 - Exhibit F, Vendor Registration and Disclosure Statement – **the successful Bidder must be a registered vendor with the WV Department of Administration, Purchasing Division to receive a purchase order.**
- B. Exhibit A identifies additional bidding terms and conditions applicable to this RFP.
- B. Exhibits B and C identify the terms and conditions applicable to the contract/purchase order that will be issued to the Contractor. Exhibit C must be signed by the successful Bidder prior to receiving a contract/purchase order.

5.12 The workplace shall be kept free of dirt and debris and the Contractor shall clean the areas of Work daily as installation proceeds.

5.13 The Contractor shall employ workmen experienced in installing the products specified and shall

perform all work in a professional and workman like manner.

- 5.14 The Owner reserves the right to reject work that does not meet the specifications and requirements of this RFB and withhold payment until these requirements are met in all respects.

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$25,000)

- BIDDER REPRESENTATION** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- SOLELY STANDARD** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- COMPLETION OF BIDDING** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- MODIFICATION OR CANCELLATION OF BIDDING** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- OPENING OF BIDDING** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- REJECTION OF BIDDING** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- SUCCESS OF BID** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- ENDORSEMENT** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- NON-FINDING** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- PAYMENT AND INCREASE ON LATE PAYMENT** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- RENDER ENDORSEMENT REFERENCE** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.
- EMERGENCY** The bidder shall be deemed to have represented to the bidder that the bidder is a duly licensed contractor in the State of West Virginia and is qualified to perform the work to be bid.

TERMS AND CONDITIONS

- ☐ ACCEPTANCE: Order is accepted by the Order and the terms and conditions of the purchase order. Order is Order accepted by the purchaser in the terms and conditions of the purchase order. Order is accepted by the purchaser in the terms and conditions of the purchase order.
- ☐ BILL/COPY: List of the items to be purchased and the purchase order. Order is accepted by the purchaser in the terms and conditions of the purchase order.
- ☐ CANCELLATION: Order is cancelled by the purchaser in the terms and conditions of the purchase order.
- ☐ COMPLETION: Order is completed by the purchaser in the terms and conditions of the purchase order.
- ☐ DELIVERY: Order is delivered by the purchaser in the terms and conditions of the purchase order.
- ☐ DURATION: Order is valid for the period of time specified in the purchase order.
- ☐ OLD ORDER: Order is valid for the period of time specified in the purchase order.
- ☐ MODIFICATION: Order is modified by the purchaser in the terms and conditions of the purchase order.
- ☐ NON-FINDING: Order is not found by the purchaser in the terms and conditions of the purchase order.
- ☐ ORDER NUMBER: Order is identified by the purchase order number.
- ☐ PAYMENT: Order is paid by the purchaser in the terms and conditions of the purchase order.
- ☐ RENEWAL: Order is renewed by the purchaser in the terms and conditions of the purchase order.
- ☐ REJECTION: Order is rejected by the purchaser in the terms and conditions of the purchase order.
- ☐ ENDORSE: Order is endorsed by the purchaser in the terms and conditions of the purchase order.
- ☐ INVOICE: Order is invoiced by the purchaser in the terms and conditions of the purchase order.
- ☐ FEE: Order is subject to a fee of \$100.00 per order.
- ☐ TERMINATION: Order is terminated by the purchaser in the terms and conditions of the purchase order.
- ☐ CURRENCY: Order is in US Dollars.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

STATE OF _____

COUNTY OF _____, **TO-WIT:**

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

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

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$1,000 are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at *wvOASIS.gov*. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual _____
DBA, if any _____
Bidding Address _____

City, State, Zip _____
Principle Contact Person _____ E-mail _____
Telephone Number _____ Fax Number _____

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

2. Vendor Classified As:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Attorney Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Employee |
| <input type="checkbox"/> Estate | |

3. Taxpayer Identification Number (TIN): If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

If you do not have a EIN, please enter Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN , ITIN , ATIN)

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states.

Certification of Status (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

Small Business [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Women-owned Business [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

5. Are you registering as a new vendor with the Purchasing Division? No Yes

6. Are you updating the information previously submitted? No Yes

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. Are you completing this form to register a branch/division/subsidiary? No Yes

8. Is the Legal Company's address the same for ordering and payment? No Yes

If the ordering or payment addresses are different for the Parent Company or the branches, divisions or subsidiaries, please enter this information below:

Ordering Payment

Address: _____

City, State, Zip: _____

Ordering Payment

Address: _____

City, State, Zip: _____

9. Commodity Codes: You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov.

10. List the name, title, city and state of residence for all owners/officers. If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

11. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

12. What is the latest Dun & Bradstreet number and rating on the vendor? _____

13. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. No Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Authorized Agent of Vendor (Print Name)

Authorized Agent (Signature)

Title

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

3.6 ROLLER WINDOW SHADE SCHEDULE

A. NOTES

1. Refer to architectural sheets A101, A102, A103, and A104 for area designations.
2. Contractor is responsible for providing correct quantities during bidding, ordering and installation.
3. Use same shade cloth style, pattern, and color for both 3% and 5% openness factors.

B. SCHEDULE

Room #	Room Name	Qty./ Room	Approx. Width	Approx. Height	Open- ness %	Notes
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Area A

135	Classroom	2	8'-6"	6'-8"	3	
138	Chemistry Lab	1	14'-0"	6'-8"	3	
151A	Registrar	1	8'-0"	6'-0"	5	

Area B

104	Campus Admin. Suite	1	8'-0"	6'-0"	3	
105	Asst. Campus Dean	1	8'-0"	6'-0"	3	
106	Admin. Asst.	1	8'-0"	6'-0"	3	
107	Campus Dean	1	8'-0"	6'-0"	3	
119	Dir. Financial Aid	1	8'-0"	6'-0"	3	
123	Center for Teach. Excellence	1	14'-0"	6'-8"	3	
123	Center for Teach. Excellence	2	8'-0"	6'-0"	3	
123A	CTE Director	1	8'-0"	6'-0"	3	
126	Classroom	2	8'-6"	6'-8"	3	
127	Classroom	2	8'-6"	6'-8"	3	
130	Classroom	1	14'-0"	6'-8"	3	
131	Classroom	1	14'-0"	6'-8"	3	
134	Classroom	2	8'-6"	6'-8"	3	
149G	Dean Student Services	1	8'-0"	6'-0"	3	
149H	Admin. Asst.	1	8'-0"	6'-0"	3	
149I	Admin. Asst.	1	8'-0"	6'-0"	3	
149J	Dir. Enroll. Svcs.	1	8'-0"	6'-0"	3	
149K	Student Recruiter	1	8'-0"	6'-0"	3	
151	Registration Suite	1	8'-0"	6'-0"	3	
151B	Reg. Asst.	1	8'-0"	6'-0"	3	

Area C

185	Student Gov't. Office	1	8'-0"	6'-0"	3	
187	Student Success Center	3	8'-0"	6'-0"	3	
190	Career Pln. Placement	1	8'-0"	6'-0"	3	

Room #	Room Name	Qty./ Room	Approx. Width	Approx. Height	Open- ness %	Notes
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Area C continued...

AH02	Conference	1	8'-6"	6'-8"	3	
AH08	Biology Lab	2	8'-0"	6'-0"	5	
AH09	Bio. Prep Room	1	8'-0"	6'-0"	5	
AH15	Medical Assisting Lab	3	4'-0"	4'-0"	3	Longer chain is required for operation, head height 8'-0" AFF
AH15	Medical Assisting Lab	1	14'-0"	6'-8"	3	
AH17	Respiratory Therapy Lab	2	8'-6"	6'-8"	3	
AH18	Computer Lecture Classroom	2	8'-6"	6'-8"	3	
AH19A	Meeting	1	1'-8"	6'-10"	3	Interior sidelight, mount on vertical face of frame
AH19B	Meeting	1	1'-8"	6'-10"	3	Interior sidelight, mount on vertical face of frame
AH19C	Collaboration	2	8'-6"	6'-8"	3	
AH20	Nursing Lab	1	14'-0"	6'-8"	3	
AH21	Nursing Lab	3	4'-0"	4'-0"	3	Longer chain is required for operation, head height 8'-0" AFF
AH21	Nursing Lab	1	14'-0"	6'-8"	3	

Area D

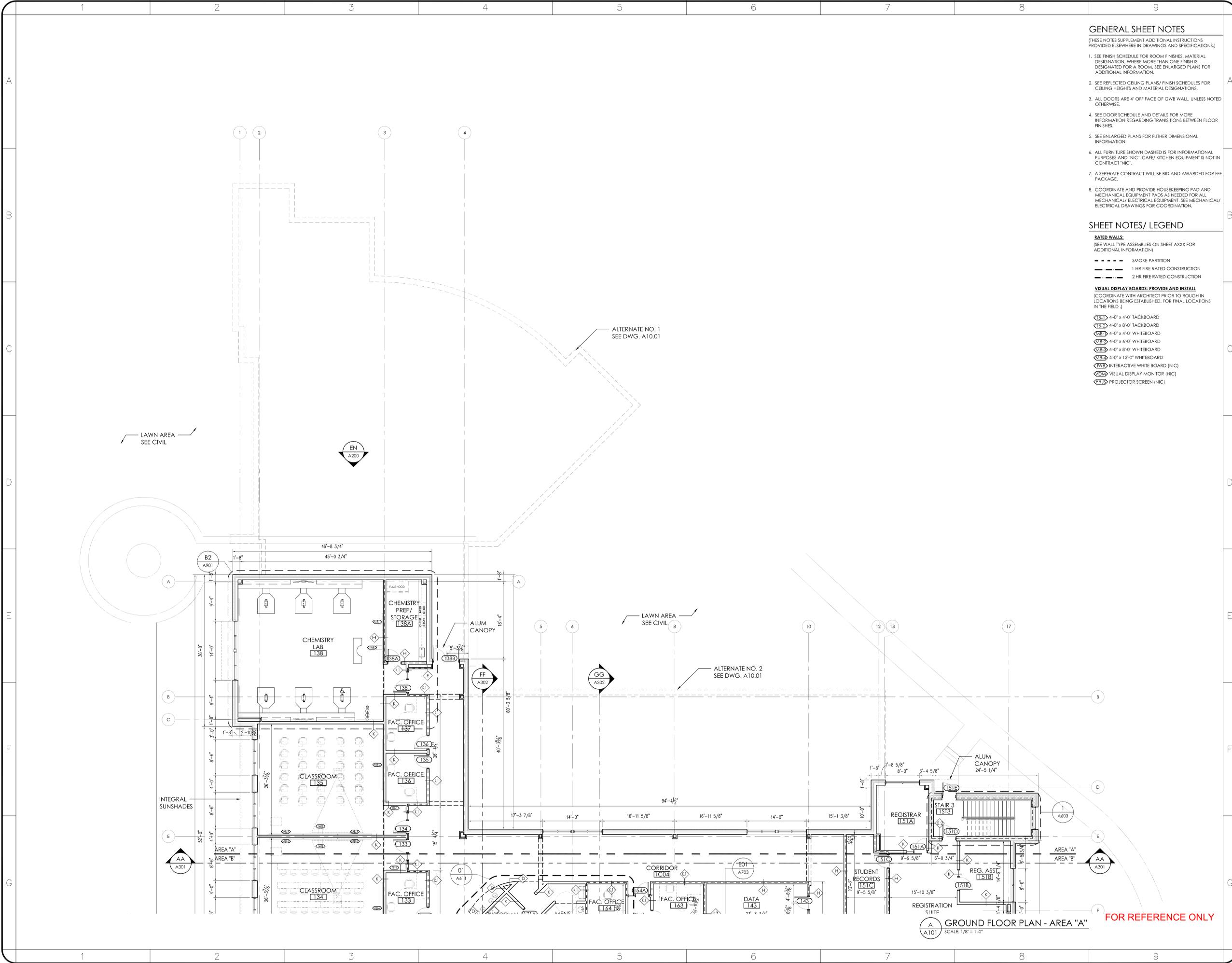
201	Seminar/Boardroom/ Teleconference	2	8'-5"	8'-6"	3	Interior glazing, mount on vertical face of drywall, outside frame
204	Web Dev/Graphics	1	5'-0"	5'-0"	3	Longer chain is required for operation
205	Admin. Asst.	1	5'-0"	5'-0"	3	Longer chain is required for operation
206	VP Academic Affairs	2	5'-0"	5'-0"	3	Longer chain is required for operation
207	Dir. Institutional Effectiveness	1	8'-0"	6'-0"	5	
210	Exec. VP	1	8'-0"	6'-0"	3	
210A	Exec. VP Conference Room	1	8'-0"	6'-0"	3	
214	Dir. College Relations	1	8'-0"	6'-0"	3	
215	Conference	1	8'-0"	6'-0"	3	
215	Conference	1	7'-0"	6'-10"	3	Interior glazing
217	President's Office	1	8'-0"	6'-0"	3	
223	Admin. Asst.	1	6'-0"	6'-0"	3	
224	VP Fin. Admin.	1	6'-0"	6'-0"	3	
225	Office	1	6'-0"	6'-0"	3	
226	Purchasing Director	1	6'-0"	6'-0"	3	
227	Dir. Aux. Services	1	6'-0"	6'-0"	3	
228	Controller	1	6'-0"	6'-0"	3	
235	Office	1	5'-0"	5'-0"	5	Longer chain is required for operation
235	Office	1	2'-0"	3'-0"	3	Interior door lite, mount on door

Room #	Room Name	Qty./ Room	Approx. Width	Approx. Height	Open- ness %	Notes
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Area D continued...

235	Office	1	1'-8"	6'-10"	3	Interior sidelight, mount on vertical face of frame
236	Secretary	1	5'-0"	5'-0"	5	Longer chain is required for operation
237	CIO	1	5'-0"	5'-0"	5	Longer chain is required for operation
238	HR Director	2	5'-0"	5'-0"	3	Longer chain is required for operation
239	HR Asst.	1	6'-0"	6'-0"	3	
240	HR Asst.	1	6'-0"	6'-0"	3	
241	HR Storage	1	6'-0"	6'-0"	3	
244	IA Staff	2	5'-0"	5'-0"	3	Longer chain is required for operation
244	IA Staff	1	2'-6"	5'-0"	3	Longer chain is required for operation
245	VP Inst. Advancement	1	5'-0"	5'-0"	3	Longer chain is required for operation
245	VP Inst. Advancement	1	2'-6"	5'-0"	3	Longer chain is required for operation
246	Admin. Asst.	2	5'-0"	5'-0"	3	Longer chain is required for operation
247	Conference	1	5'-0"	5'-0"	3	Longer chain is required for operation

END OF SECTION 122413



GENERAL SHEET NOTES

- (THESE NOTES SUPPLEMENT ADDITIONAL INSTRUCTIONS PROVIDED ELSEWHERE IN DRAWINGS AND SPECIFICATIONS.)
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 - ALL DOORS ARE 4" OFF FACE OF G/WB WALL, UNLESS NOTED OTHERWISE.
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 - SEE ENLARGED PLANS FOR FURTHER DIMENSIONAL INFORMATION.
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SHEET NOTES/ LEGEND

- RATED WALLS:**
(SEE WALL TYPE ASSEMBLIES ON SHEET AXXX FOR ADDITIONAL INFORMATION)
- SMOKE PARTITION
 - 1 HR FIRE RATED CONSTRUCTION
 - 2 HR FIRE RATED CONSTRUCTION
- VISUAL DISPLAY BOARDS: PROVIDE AND INSTALL**
(COORDINATE WITH ARCHITECT PRIOR TO ROUGH-IN LOCATIONS BEING ESTABLISHED, FOR FINAL LOCATIONS IN THE FIELD.)
- (T) 4'-0" x 4'-0" TACKBOARD
 - (B) 4'-0" x 8'-0" TACKBOARD
 - (W) 4'-0" x 4'-0" WHITEBOARD
 - (WB) 4'-0" x 6'-0" WHITEBOARD
 - (WB) 4'-0" x 8'-0" WHITEBOARD
 - (WB) 4'-0" x 12'-0" WHITEBOARD
 - (IW) INTERACTIVE WHITE BOARD (NIC)
 - (VM) VISUAL DISPLAY MONITOR (NIC)
 - (PS) PROJECTOR SCREEN (NIC)



E.T. BOGGESS, ARCHITECT, INC.
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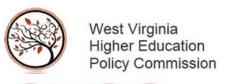
CHARLOTTE: 1230 WEST MORHELD ST., SUITE 400
CHARLOTTE, NC 28208 (704) 331-7000
SHELBY: 201 S. ARABINGTON ST., SUITE 200
SHELBY, NC 28151 (704) 468-6000
FALCON: 9131 JEFFERSON BLVD., SUITE 204
FALCON, NC 27615 (919) 753-6400

CONSULTANT ARCHITECT:

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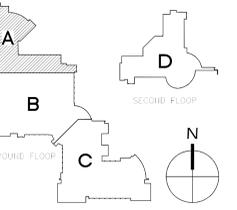
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HEADQUARTER BUILDING
AND
HEPC ALLIED HEALTH CENTER

NRCTC RALEIGH COUNTY CAMPUS
BECKLEY HIGHER EDUCATION CENTER, WEST VIRGINIA

LOCATED AT:
280 UNIVERSITY DRIVE
BEAVER, WV 25813



KEY PLAN:

REVISIONS:

NO.	DATE	DESCRIPTION

SHEET TITLE

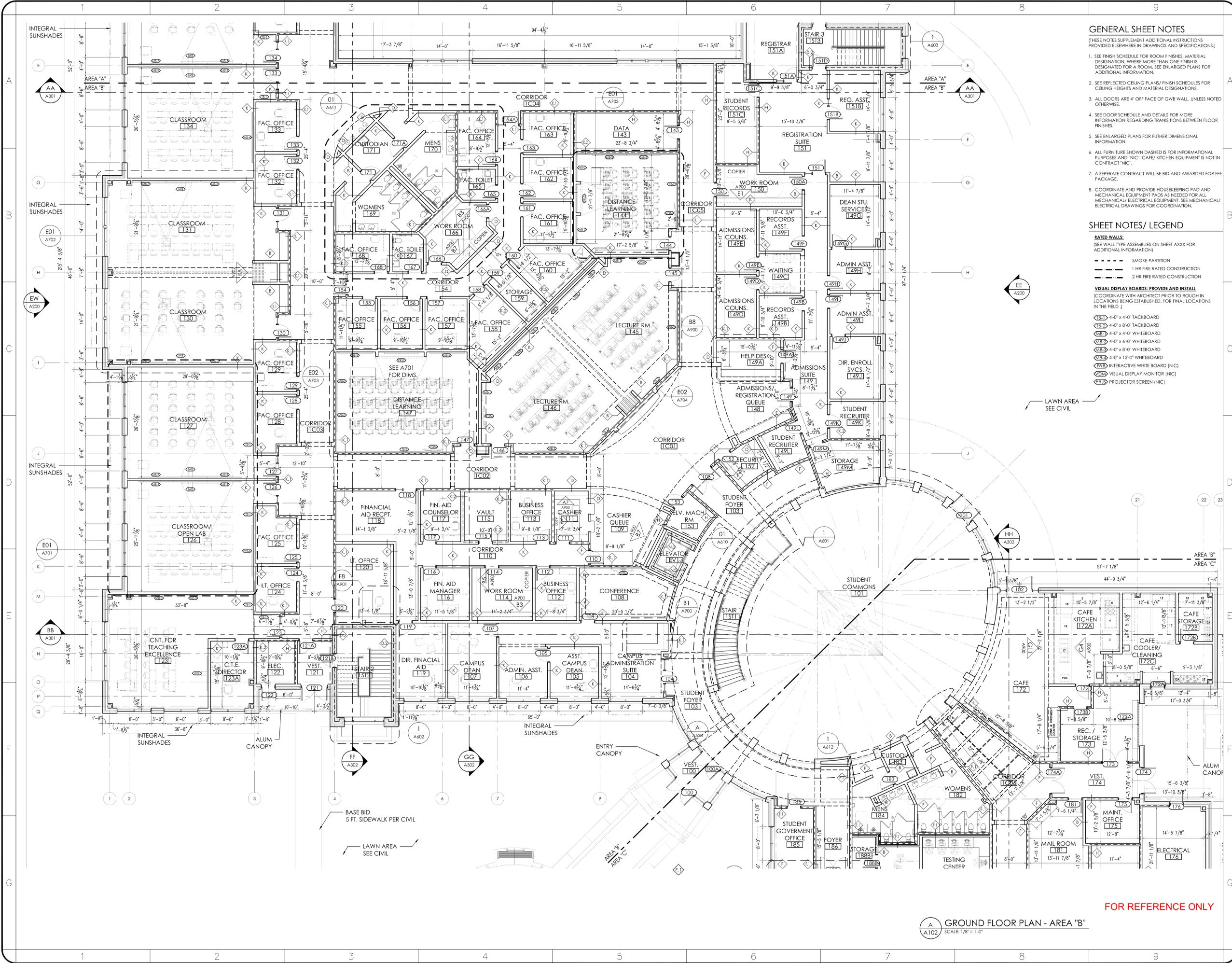
**AREA A-
GROUND FLOOR
PLAN**

PLOT DATE: 10-17-12

1002 PROJECT NUMBER
10.01.2012 RELEASE DATE
ISSUE # CD
A101

10.01.2012 RELEASE DATE
SHEET #

GROUND FLOOR PLAN - AREA "A"
SCALE: 1/8" = 1'-0"
FOR REFERENCE ONLY



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SHEET NOTES/ LEGEND

RATED WALLS:
 (SEE WALL TYPE ASSEMBLIES ON SHEET AXXX FOR ADDITIONAL INFORMATION)

- SMOKE PARTITION
- 1 HR FIRE RATED CONSTRUCTION
- 2 HR FIRE RATED CONSTRUCTION

VISUAL DISPLAY BOARDS: PROVIDE AND INSTALL
 (COORDINATE WITH ARCHITECT PRIOR TO ROUGH IN LOCATIONS BEING ESTABLISHED, FOR FINAL LOCATIONS IN THE FIELD.)

- (B1) 4'-0" x 4'-0" TACKBOARD
- (B2) 4'-0" x 8'-0" TACKBOARD
- (B3) 4'-0" x 4'-0" WHITEBOARD
- (B4) 4'-0" x 6'-0" WHITEBOARD
- (B5) 4'-0" x 8'-0" WHITEBOARD
- (B6) 4'-0" x 12'-0" WHITEBOARD
- (B7) INTERACTIVE WHITE BOARD (NIC)
- (B8) VISUAL DISPLAY MONITOR (NIC)
- (B9) PROJECTOR SCREEN (NIC)



PROFESSIONAL SEAL:

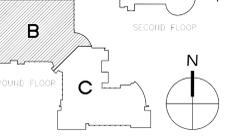
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LOCATED AT:
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 BEAVER, WV 25813



REVISIONS:

NO.	DATE	DESCRIPTION

SHEET TITLE
**AREA B-
 GROUND FLOOR
 PLAN**

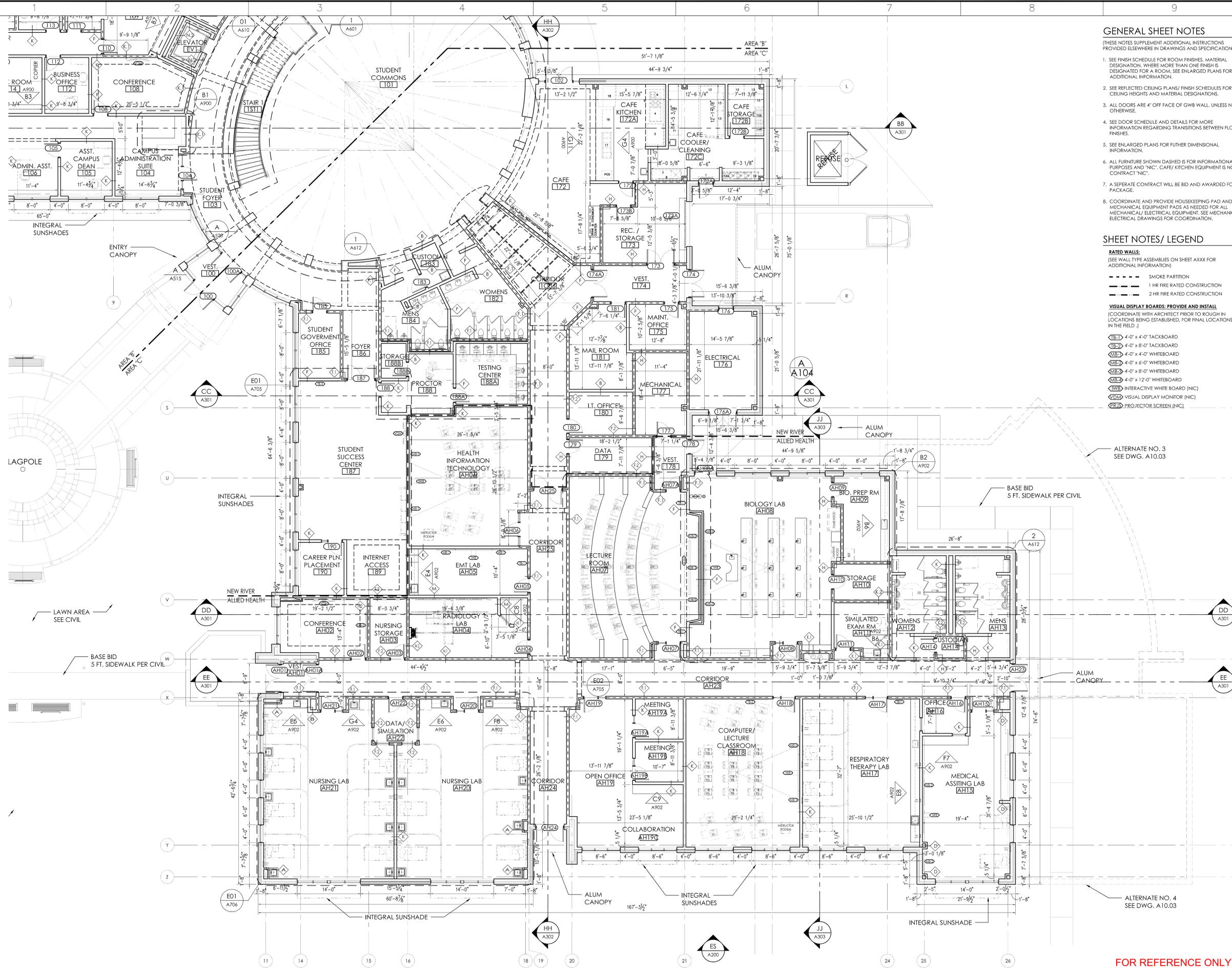
PROJECT NUMBER **1002**
 RELEASE DATE **10.01.2012**

ISSUE # **CD**
 SHEET # **A102**

GROUND FLOOR PLAN - AREA "B"
 SCALE: 1/8" = 1'-0"

FOR REFERENCE ONLY

PLOT DATE: 10-17-12



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SHEET NOTES/ LEGEND

RATED WALLS:
 (SEE WALL TYPE ASSEMBLIES ON SHEET AXXX FOR ADDITIONAL INFORMATION)

- SMOKE PARTITION
- - - 1 HR FIRE RATED CONSTRUCTION
- - - 2 HR FIRE RATED CONSTRUCTION

VISUAL DISPLAY BOARDS: PROVIDE AND INSTALL
 (COORDINATE WITH ARCHITECT PRIOR TO ROUGH IN LOCATIONS BEING ESTABLISHED, FOR FINAL LOCATIONS IN THE FIELD.)

- (BT) 4'-0" x 4'-0" TACKBOARD
- (B) 4'-0" x 8'-0" TACKBOARD
- (WB) 4'-0" x 4'-0" WHITEBOARD
- (WB) 4'-0" x 6'-0" WHITEBOARD
- (WB) 4'-0" x 8'-0" WHITEBOARD
- (WB) 4'-0" x 12'-0" WHITEBOARD
- (IWB) INTERACTIVE WHITE BOARD (NIC)
- (VDM) VISUAL DISPLAY MONITOR (NIC)
- (PS) PROJECTOR SCREEN (NIC)

ALTERNATE NO. 3
 SEE DWG. A10.03

ALUM CANOPY

BASE BID
 5 FT. SIDEWALK PER CIVIL

ALTERNATE NO. 4
 SEE DWG. A10.03



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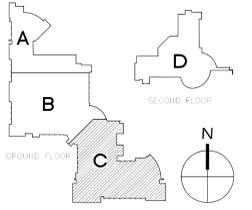
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REVISIONS:

NO.	DATE	DESCRIPTION

SHEET TITLE
 AREA C-
 GROUND FLOOR
 PLAN

PLOT DATE: 10-17-12
 ISSUE # CD
 PROJECT NUMBER 1002
A103
 10.01.2012
 RELEASE DATE
 SHEET #

GROUND FLOOR PLAN - AREA "C"
 SCALE: 1/8" = 1'-0"

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