

ADDITIONAL INFORMATION

West Virginia State University is soliciting bids to establish a contract for -Boiler Demolition and Asbestos Remediation Project located in Ferrell Hall on the campus of West Virginia State University, Institute, WV per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE UNIVERSITY PO BOX 368		WEST VIRGINIA STATE UNIVERSITY INVENTORY CONTROL PHYSICAL FACILITIES BUILDING	
INSTITUTE US	WV	INSTITUTE US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asbestos removal or encapsulation				\$46,300.00

Comm Code	Manufacturer	Specification	Model #
76101602			

Extended Description:
Asbestos removal or encapsulation

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE UNIVERSITY PO BOX 368		WEST VIRGINIA STATE UNIVERSITY INVENTORY CONTROL PHYSICAL FACILITIES BUILDING	
INSTITUTE US	WV	INSTITUTE US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Boiler and furnace construction and maintenance services				

Comm Code	Manufacturer	Specification	Model #
72151000			

Extended Description:
Boiler and furnace construction and maintenance services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING 10:00 A.M.	2025-03-14
2	TECHNICAL QUESTION DEADLINE 10:00 A.M.	2025-03-19

EXHIBIT A – PRICING PAGE
West Virginia State University (WVSU)
Ferrell Hall-Boiler Demolition and Asbestos Remediation

Name of Vendor: Astech Corporation, Inc.

Address of Vendor: 3400 Falcon Drive
Charleston, WV 25312

Phone Number of Vendor: 304-342-0545

WV Contractors License No. **WV-** 008876

Total Bid for Asbestos Remediation: \$ 46,300.00

Total Bid for Boiler Demolition: \$

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 bidders, 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.

Total Bid:
Lump sum for all labor, materials, and equipment necessary for a complete project. \$46,300.00

Written in numbers. Forty-six thousand, Three hundred and No Cents

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Astech Corporation
of Charleston, West Virginia, as Principal, and American Southern Insurance
Company of Birmingham, Alabama, a corporation organized and existing under the laws of the State of _____
Kansas with its principal office in the City of Topeka, KS, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Three Thousand Three Hundred (\$ 3,300.00) for the payment of which,
and No/100 Dollars 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
WVSU-Boiler Demo and Asbestos Remediation Project

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
27th day of March, 2025.

Principal Corporate Seal

Astech Corporation

(Name of Principal)

By Denver Davis

(Must be President or Vice President)

President

President

(Title)

Surety Corporate Seal

American Southern Insurance Company

(Name of Surety)

Stefan E. Tauger

Attorney-in-Fact
Stefan E. Tauger



IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

By: Melanie A. Coppola
Melonie A. Coppola, Secretary



American Southern Insurance Company

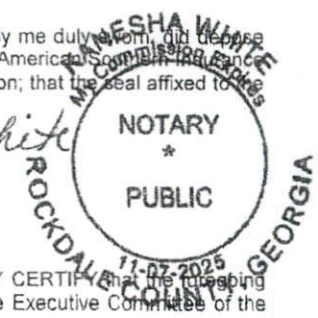
By: Scott G. Thompson
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 22nd day of June, 2023, before me, personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
COUNTY OF FULTON

Kaneshia White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 27th day of March, 2025.

Power No. 56268

Robert H. Knight
Robert H. Knight, Executive Vice President



American Southern Insurance Company
 NAIC Company Code 10235
 NAIC Group Code 587

Statutory Financial Statement

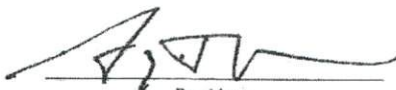
As of December 31, 2024

ASSETS		LIABILITIES	
Bonds	\$91,965,383	Reserve for Losses and Loss Expense	\$59,211,843
Stocks	16,590,025	Reserve for Unearned Premiums	28,758,084
Cash & Cash Equivalents	13,985,029	Reserve for Expenses, Taxes, Licenses and Fees	5,702,085
Agents Balances	16,820,246	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	6,188,012	Other Liabilities	3,933,310
		Total Liabilities	<u>\$97,878,525</u>
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	44,670,170
		Total Policy holders' Surplus	<u>47,670,170</u>
Total Assets	<u>\$145,548,695</u>	Total Liabilities and Policyholders' Surplus	<u>\$145,548,695</u>


Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.




 President



 Chief Financial Officer

State of Georgia
 County of Fulton

On the 27th day of February 2025, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.



 Melonie Coppola, Notary Public
 My Commission Expires, May 17, 2026



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ WSC2500000009

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Astech Corporation, Inc.
Company


Authorized Signature

03-25-2025
Date

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



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV008876

CLASSIFICATION:

ELECTRICAL
GENERAL BUILDING
HVAC
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

ASTECH CORPORATION INC
3400 FALCON DR
CHARLESTON, WV 25312-9733

DATE ISSUED

OCTOBER 1, 2024

EXPIRATION DATE

OCTOBER 1, 2025

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



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

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

1. I am an employee of Astech Corporation, Inc.; and,
(Company Name)
2. I do hereby attest that Astech Corporation, Inc.
(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: Denver Davis

Signature: *Denver Davis*

Title: President

Company Name: Astech Corporation, Inc.

Date: 03-25-2025

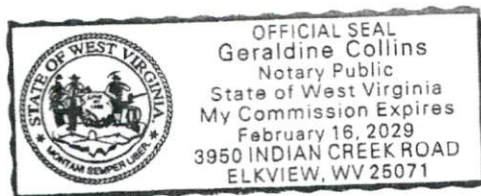
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 25th day of March, 2025.

By Commission expires February 16, 2029

(Seal)



Geraldine Collins
(Notary Public)

INSTRUCTIONS TO BIDDERS

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids for Sullivan Hall Roof Replacement Project at West Virginia State University. Please read these instructions and all documents attached in their entirety. All bids must be submitted in accordance with the provisions contained in these instructions and the solicitation. Failure to do so may result in disqualification of vendor's bid.
- 2. MANDATORY TERMS:** The solicitation contains mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the solicitation will result in bid disqualification.
- 3. PREBID MEETING:** The item identified below shall apply to this solicitation

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

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

LOCATION: West Virginia State University-Ferrell Hall-Main Lobby

ADDRESS: 5000 Fairlawn Avenue
Ferrell Hall-Main Lobby
Institute, WV 25112

DATE AND TIME: March 14th, 2025 at 1:00 P.M.

All vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a vendor must list on the attendance sheet his or her name and the name of the vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of vendor's bid.

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

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

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this solicitation. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the e-mail address listed below to be considered. Submitted e-mails should have OASIS solicitation number in the subject line.

A written response will be published in an 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.

Submit Questions to:

Jerry Rush, Director of Purchasing

jerry.rush@wvstateu.edu

Question Submission Deadline: March 19th, 2025 at 10:00 A.M.

- 5. VERBAL COMMUNICATION:** Any verbal communication between the vendor and any Institution 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 is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or mailed/hand delivered to the address below: Bids must be signed and delivered by the Vendor to the Institution on or before the date and time of the bid opening. Any bid received by the Institution staff is considered to be in the possession of the Institution and will not be returned for any reason.

Bid Delivery Address:

West Virginia State University

5000 Fairlawn Avenue

Ferrell Hall Room 301

Institute, WV 25112

Attention: Jerry Rush, Director of Purchasing

Hand delivered or mailed bids should clearly identify with the OASIS solicitation number on the envelope.

- 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, whether by e-mail or delivery, after the bid opening date and time will result in bid disqualification.

Bid Opening Date and Time: March 27th, 2025 at 2:30 PM

Bid Opening Location: West Virginia State University, Ferrell Hall RM: 302

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this solicitation will be made by an official written addendum. 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. ALTERNATE MODEL OR BRAND:** 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 Institution's 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:** Communication with the Institution or any of its employees regarding this solicitation during the solicitation, bid, evaluation, or award periods, except through the Director of Procurement, is strictly prohibited without prior approval.
- 13. REGISTRATION:** Prior to award of any contract award in the amount of \$25,000 or greater, the apparent successful vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the vendor's bid.
- 15. WAIVER OF MINOR IRREGULARITIES:** The Institution reserves the right to waive minor irregularities in bids or specifications.
- 16. NON-RESPONSIBLE:** The Institution reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director 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."
- 17. ACCEPTANCE/REJECTION:** The Institution may accept or reject any bid in whole, or in part if it is found to be in the best interest of the Institution.
- 18. 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 Freedom of Information Act West Virginia 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 Institution constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Institution 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

19. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Institution reserves the right to request those items after bid opening and prior to contract award

21. EMAIL NOTIFICATION OF AWARD: The Institution will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Institution with a valid email address in the bid response. Bidders may also monitor Institution's websites to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the University and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between West Virginia State University and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "University" means West Virginia State University

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. "Director" means the Director of Purchasing at West Virginia State University.

2.5. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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 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 Sixty Days(60) 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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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, the University, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The the CFO 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 University CFO, 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 Agency by the Vendor as specified below.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractors license

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: 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. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$500 _____ for Per Day _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. 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.

12. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. 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, included in the Contract, 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.

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. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

20. 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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. 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.

23. 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.

24. 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.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or the University 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.

26. 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 and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

29. 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 www.state.wv.us/admin/purchase/privacy.

30. 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 West Virginia Code , 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 the University constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The University 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the the University Director to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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 University.

34. 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.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, 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.

36. NO DEBT CERTIFICATION: In accordance with 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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 University Director of Purchasing 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 University Director of Purchasing 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

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

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

40. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the Commission/Institution, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 30-42-2 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 Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. BONDS: The following bonds must be submitted if the Contract exceeds \$25,000:

- BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.
- 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 Agency prior to Contract award.
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the the University prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4. 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 § 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. 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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Astech Corporation, Inc.

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

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.

Denver Davis - President

(Printed Name and Title)

3400 Falcon Drive, Charleston, WV 25312

(Address)

304-342-0545

(Phone Number) / (Fax Number)

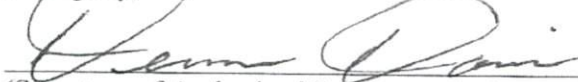
astech50@hotmail.com

(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

Astech Corporation, Inc.

(Company)



(Signature of Authorized Representative)

Denver Davis

(Printed Name and Title of Authorized Representative)

3-25-2025

(Date)

304-342-0545

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Ferrell Hall Boiler Demolition and Asbestos Remediation

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** West Virginia State University is soliciting bids to establish a contract for the following:

To perform abatement and demolition of boiler system located in Ferrell Hall on the Campus of West Virginia State University located in Institute, WV.

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”** To perform abatement and demolition of boiler system located in Ferrell Hall on the Campus of West Virginia State University located in Institute, WV as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia State University.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the University, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

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 five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement

REQUEST FOR QUOTATION
Ferrell Hall Boiler Demolition and Asbestos Remediation

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.

4.2 Class I Asbestos Worker Certification, and under the supervision of a Class II Asbestos Supervisor.

4.3 West Virginia Contractors License.

5. **CONTRACT AWARD:** The Contract is intended to provide University 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:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
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. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

X **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

REQUEST FOR QUOTATION
Ferrell Hall Boiler Demolition and Asbestos Remediation

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 University's representative. Vendor must also immediately notify the University if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be M-F 7:00 to 5:00 excluding holidays recognized by the West Virginia State University. Any work outside of the standard hours of work must be approved in advance at the University's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

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

10.4.1. 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:

10.4.1.1 Remove all debris, waste materials, and temporary construction elements from the project site, including tools, equipment, and surplus materials.

10.4.1.2 Restore all affected areas, including landscaping, pavements, and access routes, to their original or specified condition as outlined in the Contract documents.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the University's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to University'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 University project manager at final inspection.

REQUEST FOR QUOTATION
Ferrell Hall Boiler Demolition and Asbestos Remediation

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to University '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 University immediately of any lost, stolen, or missing card or key.

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

11.5. Vendor shall inform all staff of University '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: Denver Davis

Telephone Number: 304-342-0545

Fax Number: _____

Email Address: astech50@hotmail.com

EXHIBIT B-Project Manual
Ferrell Hall Boiler Demolition and Asbestos
Remediation

1. Project Overview:

Title: Ferrell Hall-Boiler Demolition and Asbestos Removal Project

Location: Ferrell Hall located on the Campus of West Virginia State University, Institute, WV.

Scope of Work: To Perform Abatement and Demolition of Boiler System

Mandatory Requirements:

2.1 Mandatory Contract Services Requirements and Deliverables: Contract services must meet or exceed the mandatory requirements listed below. It is the responsibility of the vendor to verify quantities (and sizes) prior to bidding:

2.2 Asbestos Removal:

- a) Stripping, removal, encapsulation, disposal, and wet cleaning in compliance with all applicable laws, regulations, and ordinances.
- b) Sealing all surfaces from which ACM or suspected ACM was removed and sealing all exposed edges of any remaining ACM that is to remain in place.
- c) HEPA vacuuming and wet cleaning all surfaces inside and outside of the enclosed work area as needed.
- d) Ensuring that the worksite is properly maintained to protect public safety.
- e) Insulating and fireproofing of various structures from which ACM has been sealed or removed.
- f) Vendor will be responsible for any damage from ACM or asbestos fiber release occurring during the performance of abatement services. Vendor shall be responsible for the restoration of all property, private or public, affected by abatement services to its original condition or better.
- g) Providing clearance reports, final reports, and project manuals that include descriptions of work in all locations, waste manifests signed by landfill representatives, and all other documents related to this project.
- h) Any other task required by the West Virginia Department of Environmental Protection and Department of Health and Human Resources Asbestos Compliance Division to properly provide abatement services.
- i) Vendor must maintain a daily project log. The log must include the following information: Name and location of the project. Name of the project superintendent and the actual time that the project superintendent is physically on site. Brief description of work performed. Name of each employee on site. Description of any significant events, incidents, or unusual occurrences (including but not limited to deviations of plans, specifications, contract requirements noted by the University, Engineer, Architect, Inspector, Air-sampling Technician, or Vendor's Representative, emergencies, accidents, or dangerous conditions, and steps taken to assure continued security of the work area). Copies of routine inspection reports, results of air sampling and analysis, project minutes, disposal forms, and any other routine documents (including University Purchase Order) relating to project activities.

EXHIBIT B-Project Manual
Ferrell Hall Boiler Demolition and Asbestos
Remediation

2.3 Boiler Demolition:

- a) Vendor will uninstall and remove two (2) existing Peerless low pressure boilers. Disposal of the units must be included in the vendor's bid
- b) The vendor shall adhere to all local, state, and federal regulations regarding boiler removal, transportation, and disposal, including but not limited to EPA and OSHA standards.
- c) Prior to removal, the vendor must conduct a site assessment to identify any hazardous materials, such as asbestos-containing insulation or lead-based components, and provide appropriate abatement procedures if necessary.
- d) Disconnection of all electrical, gas, and water supply lines will be performed by CP&H, Inc. of Morgantown, WV and must be inspected and signed off on the by all parties including the University before start of the demotion project.
- e) The vendor must ensure proper drainage and containment of any residual fluids, including water, chemicals, and sludge, following environmental guidelines.
- f) The vendor shall provide a detailed demolition schedule, outlining key milestones and completion dates.
- g) Upon completion of the removal, the vendor shall provide site cleanup and restoration to pre-demolition conditions, including patching and sealing of any penetrations.
- h) Vendor must provide documentation of proper disposal, including manifests and certificates of destruction/recycling as applicable.
- i) All work shall be completed by certified technicians with experience in boiler demolition and disposal.

2. Asbestos Disposal Form:

All ACM must be disposed of properly and deposited in an EPA-approved landfill. The Vendor must secure an Asbestos Disposal Form or manifest for each separate load of ACM delivered to the landfill. Copies of all documents relating to disposal must be placed and retained in the project log.

3. Material Safety Data Sheet:

The Vendor shall furnish the University with a Material Safety Data Sheet disclosing all potentially hazardous substances in any product that the Vendor sells or offers for sale to the State of West Virginia.

4. Compliance with Abatement Laws:

Vendor shall comply with and ensure that all its personnel and all subcontractors understand and comply with all applicable laws, rules, regulations, and interpretations of the US Department of Labor, Occupational Safety and Health Administration (OSHA), the US Department of Transportation (DOT), the US Environmental Protection Agency (EPA), and all others State, federal, county, and other agencies having jurisdiction over abatement services.

Those applicable laws, rules, and regulations include, but are not limited to:

West Virginia Code §16-32-1, et. seq.

Regulations for Asbestos (Code of Federal Regulations Title 40 CFR, Part 61, Subparts A and M) (Issued April 5, 1984).

OSHA-Asbestos Regulations (Code of Federal Regulations Title 29 CFR, Part 1910, Section 1910.1001).

**EXHIBIT B-Project Manual
Ferrell Hall Boiler Demolition and Asbestos
Remediation**

EPA-Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Building," Part 1 and Part 2.

EPA-Office of Pesticides and Toxic Substances publication "Guidance for Controlling Friable Asbestos-Containing Materials in Buildings" (EPA 560/5-83-002).

NIOSH publications, "Respiratory Protection . . . An Employer's Manual" and "Respiratory Protection . . . A Guide for the Employee."

U.S. Department of Transportation (DOT) Hazardous Materials Regulations Code of Federal Regulations Title 49, CFR Parts 172.101 and 173.1090.

OSHA-General Industry Safety and Health Standard Title 29 CFR Section 1910.134.

OSHA-Construction Industry Safety and Health Standards Title CFR Section 1926.1-.1051.

OSHA-Hazardous Communications Regulations Title 29 CFR Section 1910.120.

Vendor shall make a copy of the OSHA Regulations 19101 and EPA Regulations of Part 61, Sub-Part M governing asbestos stripping procedures available for viewing at each location that abatement services are being performed under this contract.

5. Personal Protection:

- a) Subject to more stringent requirements imposed by applicable law or project specification, the Vendor must comply with the following at a minimum:
- b) The Vendor must provide all workers and those who have access to abatement work areas with personally issued and marked respiratory protection equipment approved by NIOSH/OSHA as suitable protection against airborne asbestos fibers in the concentration being experienced at the project. Respirators issued to site visitors must at a minimum provide the same level of protection against airborne asbestos fibers as those issued to workers.
- c) The Vendor must have and strictly enforce all provisions of a written Respiratory Protection Program at least as stringent as required by law. Part of this Program, all persons using respirators must be thoroughly instructed in the following details:
 - 5.c.1.** Proper care.
 - 5.c.2.** Care, cleaning, and sanitizing.
 - 5.c.3.** Limitations.
 - 5.c.4.** Maintenance.
 - 5.c.5.** Emergency procedures.
 - 5.c.6.** Prohibition of facial hair.

The following minimum standards must be adhered to with regard to respiratory protection equipment, unless a higher standard is required by a governmental Agency or Vendor policy:

- d) Air purifying half-face respirators with HEPA filters will be used for all setup when (unless an industrial hygienist certifies in writing that no such respirators are required) the possibility that airborne asbestos fibers exist.
- e) Positive pressure respirators must be used for removal work. These may include powered-air respirators (PAR) or air-supplied respirators (Type C) and should be on constant flow

EXHIBIT B-Project Manual
Ferrell Hall Boiller Demolition and Asbestos
Remediation

design. If PAR respirators are used, the filters must meet HEPA performance criteria as defined by NIOSH.

- f) At any time when workplace airborne fiber concentrations are expected to demonstrate by air sampling to exceed 5.0 fibers/cc, only Type C respirators can be used.
- g) Single-use, disposable respirators must not be used at any time.

6. Protection Procedures:

- a) Subject to any more stringent requirements of applicable law, rule, ordinance, or the project specifications, the Vendor must comply with the following procedures:
- b) Every person must, prior to every entry into an enclosed work area, remove all street clothes in the clean room and put on their respirator and clean protective clothing before passing through the wash room to the enclosed work area.
- c) Every person must, each time they leave a work area, remove all clothing, except their respirator, prior to entering the wash room. The person must then enter the wash room and flood their entire bodies, including head and face, with water and wash the respirator. This is necessary to remove any asbestos particles on the respirator, which could subsequently enter their breathing zones. Only after this procedure is complete may the person remove their respirator and thoroughly wash the remainder of their bodies, especially hair and fingernails.
- d) No persons will be permitted to bypass the safety procedures contained herein.

7. Records Retention:

Vendor must comply with all submittal, documentation, and notice requirements set forth by the EPA, OSHA, all other federal, state, and local regulatory agencies and the project specifications. Copies of all submittals, documents, and notices that are produced or are given to the University or to any governmental University must be retained in the Project Log.

8. Copies Required:

Vendor shall make the project log and any other documents available for inspection upon University's request. At the conclusion of the project, Vendor must forward a copy of the project log and any other documents to the University.

9. Certification:

All work is to be performed by personnel with a minimum of a current Class I Asbestos Worker Certification, and under the, and under the supervision of a Class II Asbestos Supervisor.

10. Final Restoration:

Vendor is responsible for restoring the work area to conditions equal to or better than original. Any damages caused during the performance of abatement activities shall be repaired by the Vendor (e.g., paint peeled off by barrier tape, nail holes, water damage, broken glass, etc.) at no additional expense to the University.

11. Final Inspection:

- a) The Final Inspection will be conducted by a Project Manager from the University
- b) At the conclusion of Abatement Services, Vendor shall conduct a thorough inspection of the entire Work Area. If any dust or other debris is observed in addition to any requirement of the

EXHIBIT B-Project Manual
Ferrell Hall Boiler Demolition and Asbestos
Remediation

- specifications Vendor shall perform additional Abatement Services to remove dust and/or debris
- c) Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform to the Contract Documents.
 - d) Final payment shall not be made until all work is finally accepted.

12. Limits of Work:

- a) Work areas will be limited to those spaces required for access to the jobsite.
- b) Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the University Project Manager.
- c) University facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

13. Use of Facilities:

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

14. Contractor Schedule:

The Contractor shall be required to begin work immediately upon notice from the University Contractor shall coordinate work through the University Project Manager.

15. Work Restrictions:

Work shall be generally performed the building between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays (ie, working evening nights should be expected). Weekends or different hours may be permitted when pre-arranged with the University Project Manager.

- a) Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use. Vendor may be given access to the East Wing Loading Dock on California Avenue for loading and unloading materials.
- b) This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

16. Parking:

Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work. Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

EXHIBIT B-Project Manual
Ferrell Hall Boiler Demolition and Asbestos
Remediation

17. Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

18. Safety:

- a) All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.
- b) **Security:** The Vendor must provide security measures to prevent any unauthorized accidental entry into the Work Area. The Vendor must post hazard warning signs at all points of possible access to the Work Area. The signs must contain the specific wording required by OSHA and EPA.
- c) **Limited Entry:** Vendor must limit entry into all Work Areas to its personnel, the Architect or Engineer's authorized representative, authorized University representatives and Government Regulatory University personnel legally entitled to inspect the project. All persons entering the Work Areas must be properly protected against exposure to asbestos.
- d) **Visitor Log:** Vendor shall maintain a visitor's log for each project that must be signed by each visitor and contain the date and time of each visit, duration of time in Work Area, activities in the Work Area, safety precautions used, protective equipment used, etc. Visitors include anyone at the site other than Vendor's authorized personnel. University personnel, the Architect, Engineer and Inspectors are all examples of visitors. Vendor shall make the Visitor's Log available for inspection upon University's request. At the completion of any project Vendor must forward a copy of the Visitor Log to the University.

19. Hot Work Permit:

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, uses equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

20. Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done in a manner that meets commercial quality standards.