



Procurement Services

P.O. Box 5000
Shepherdstown
West Virginia 25443-5000
T 304-876-5216
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December 5, 2018

Shepherd University is soliciting bids to establish a multi-vendor open-end contract for painting services.

Attached, please find the University's Request for Bid No. SUDL19-10. Please note that all responses are due no later than 3:00 PM local time on Thursday, December 20, 2018 to:

Shepherd University Procurement Services
301 North King Street
217 Ikenberry Hall
PO Box 3210
Shepherdstown WV 25443
Attn: Debra Langford

Thank you for your interest in Shepherd University. If you have any questions email me directly at dlangfor@shepherd.edu.

Debra Langford
Executive Director of Procurement

REQUEST FOR BIDS

FOR

PAINTING SERVICES

Issued by:

Shepherd University Procurement Services

December 2018

SECTION 1-INSTRUCTIONS TO BIDDERS

1.1 SCOPE OF WORK

Shepherd University intends to establish a contract for a multi-vendor, open-end contract for painting services to be performed by a painting contractor on an as-needed basis. The University will reserve the right to assign each project to one or more of the multiple accepted contractors, or alternatively to bid out any project independently.

1.2 BID SUBMISSION

Sealed bids shall be enclosed in a sealed envelope and shall be identified as a "Request for Bids" including the RFB number SUDL19-10 and the RFB opening time (3:00) and date (December 20, 2018). The vendor, by making a bid, represents that: (a) the vendor has read and understands the RFB terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the merchandise specified or an acceptable equivalent.

The envelope shall be addressed to Shepherd University Procurement Services, 217 Ikenberry Hall, PO Box 3210 Shepherdstown, WV 25443 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, 217 Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443. The bid must be submitted on or before December 20, 2018 at 3:00 PM, local time.

Bids received after the time and date for the bid opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.

The bid must be signed by such individual or individuals who have full authority from the vendor to enter into a binding contract on behalf of the vendor so that a contract may be established as a result of acceptance of the bid submitted. By reference, the terms and conditions set forth in the Request for Bid shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the bid response and accepted by the University.

The bid price shall include everything for the vendor to provide and deliver the services requested by the University. All prices bid on the Bid Form shall include all freight, delivery and transportation charges; profit made by the contractor; and overhead represented by the home office. The University will not pay for the use of materials that are standard goods or equipment that are used in the standard performance of the job. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.3 OFFER ACCEPTANCE PERIOD

Bid (offer) shall remain in effect for a minimum period of ninety (90) calendar days from the bid opening date unless otherwise indicated and is irrevocable.

1.4 BID COPIES

One original, signed and completed Request for Bids, and one (1) copy shall be submitted to the University.

1.5 REQUEST FOR BID SCHEDULE

December 5, 2018: Request for Bid is issued

December 20, 2018: Bid Due at 3:00 PM

Target Dates:

December 21, 2018: Evaluation Complete

January 1, 2019: Contract Effective

1.6 INQUIRIES

Communications with employees of Shepherd University concerning this request by the bidder or on behalf of the bidder, except as specified below, would not be appropriate during the submission and selection processes. Failure to comply with this requirement may disqualify a bidder.

All questions and/or inquiries concerning this request shall be submitted in writing to:

Shepherd University Procurement Services
217 Ikenberry Hall
PO Box 3210
Shepherdstown WV 25443
Debra Langford, Executive Director
Dlangfor@shepherd.edu

Vendors should consider Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFB. If additional information is needed from any source, Procurement Services will work with the vendor and the various offices of the University to gather that information.

The Department of Procurement Services can also be reached by:

Telephone: (304) 876-5216

Facsimile: (304) 876-5001

1.7 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFB

Any interpretation, correction or change in the RFB will be made by formal addendum by the University. Interpretation, corrections, or changes to the RFB allegedly made in any other manner will not be binding, and no bidder may rely upon any such interpretation, correction or change.

1.8 MODIFICATION OR WITHDRAWAL OF BID

At any time prior to the specified time and date set for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.

1.9 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the bid must be initialed by the person(s) signing the bid.

1.10 REJECTION OF BIDS

The University expressly reserves the right to reject any or all bids, reissue a Request for Bids, and to waive informalities, or minor irregularities and discrepancies.

1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFB

Receipt of an addendum to this RFB must be acknowledged by a bidder on the Bidder Response Certificate (Attachment A).

1.12 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or being awarded an open-end contract, the successful bidder must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. This requirement will be made until such time that a bidder is notified of the intent to award the contract. The vendor registration cost is currently \$125.00

1.13 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

1.14 PAYMENTS AND INTEREST ON LATE PAYMENTS

Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.

1.15 RESIDENT VENDOR PREFERENCE

A resident vendor preference will be granted upon written request in accordance with the West Virginia Code, as identified in Attachment C.

1.16 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and the Shepherd University Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.17 REJECTION OF BIDS

The University shall have the right to reject any and all bids, in whole or part; to reject a bid, which is in any way incomplete or irregular; or to reissue a Request for Bids.

1.18 BID PRICE

The prices submitted in the bid shall include everything necessary for the completion of the contract including, but not limited to, the purchase and delivery of merchandise and services.

The University may reject an offer if it is materially unbalanced as to process for the basic requirements. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated for other items.

1.19 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor(s) whose bid will be most advantageous to the University with respect to price, conformance to the specifications, quality and other factors as evaluated by the University.

1.20 AMOUNT OF WORK

The amount of work that the University will provide to the contractor is dependent upon the number of repairs and alterations that have been identified. The University will not be bound to ensure a specific number of jobs to any of the awarded contractors.

1.21 EMERGENCY RESPONSE TIME

The vendor will be responsible for a forty-eight (48) hour turnaround and response time for emergency situations.

1.22 ESTIMATES

Shepherd University may request estimates for anticipated work. The estimates requested will have a one-week turnaround timeframe. This will assist Shepherd University as to whether specific projects are feasible. The vendor will not bill for the time associated with contractor estimates.

1.23 SHEPHERD UNIVERSITY DESIGN STANDARDS

Shepherd University has established design standards. The established design standards are affixed to this document as Attachment E and the contractor is responsible for abiding by the established guidelines when performing services on the Shepherd University campuses.

1.24 GENERAL LIABILITY INSURANCE

After the vendor(s) have been notified of contract award, the vendor will provide a Certificate of Liability Insurance naming Shepherd University as the Certificate Holder at the minimum limits established.

1.25 WORKERS TO BE ASSIGNED TO CAMPUS

Contractor will provide a listing of all contractor and subcontractor employees assigned to the services hereunder, including full name, address, telephone number, description of employment during two years preceding first assignment to Shepherd University campus, and an express confirmation of a clean criminal records background check or approval by the University following disclosure. The background check must be conducted by a corporate entity which professionally conducts such checks to a minimum of ten years' history [unless this length is documented as not achievable] in all jurisdictions in which the employee has lived, or must be done by Shepherd University Human Resources Office at vendor's expense. No Contractor or subcontractor employee will be placed on University campus prior to completion of this requirement.

1.26 DAMAGE TO UNIVERSITY PROPERTY

Contractor is liable for repair or replacement of any property damaged by contractor employee.

1.27 PERFORMANCE OF WORK

Unless otherwise expressly designated by University, all work will be performed in a manner that avoids interruption of utility services, building access, or vehicle transit on the campus.

1.28 CONDUCT OF WORKERS

Contractor will enforce rules and regulations governing the Contractor's and sub-contractor's employees' behavior and interaction while on University property including but not limited to no alcoholic beverages, no tobacco products, and no harassment or other disruption of University employees or students.

1.29 WARRANTY

The Contractor warrants to the University that materials and equipment furnished under the Contract will be of good quality and new unless the University requires or permits otherwise in writing. The Contractor further warrants that the Work will conform to the requirements of the written orders of the University and will be free from defects, except for those inherent in the quality of the Work the project orders require or permit. Work, materials or equipment not conforming to these requirements may be considered defective.

1.30 PLACEMENT OF ORDERS

Orders for work will be issued by a Purchase Order through the Department of Procurement Services or by a Work Order issued through Facilities Management. All aspects of the project will be reviewed and managed by designated individual from the Facilities Management Department.

1.31 PRICING AND INVOICING

The pricing being requested for this solicitation is for hourly rates. The hourly rates will be utilized for comparison purposes. However, when the contract is established, Shepherd University may request pricing for hours or request a "Not to Exceed Price" for different projects. When invoiced, the projects can be billed as hourly rates or as the "Not to Exceed Price." The "Not to Exceed Price" projects can be invoiced for partial or full payments.

All invoices should provide back-up documentation for the hourly rates in the form of a work order or job ticket. The vendor may also be responsible for presenting a copy of the materials invoice that the contractor paid for the materials to complete the job. The invoice will be presented to the Owner as documentation for payment approval for the project invoice. The copy of the invoice demonstrating the cost of the items will remain with the Owner for documentation purposes to ensure a State Audit Trail. The documentation will not be required as proof by the WV State Auditor's office for payment.

SECTION 2-INSTRUCTIONS FOR PREPARING BID

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFB Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the bid response.

2.2 RFB RESPONSE OUTLINE

- A. Response Sheet: The Bidder Response Certification, Attachment A, shall be attached to the front of the proposal and shall contain bidder's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Price Submission: Section 3 will provide information regarding the Pricing requested for the painting services. Please complete this section with the pricing information.
- C. Vendor Preference Certificate: The Vendor Preference Certificate, Attachment B, if applicable, should be completed and submitted.
- D. Purchasing Affidavit: The Purchasing Affidavit, Attachment C, acknowledges that neither the responding vendor nor any related party owes a debt to the State of West Virginia.
- E. Drug Free Workplace Conformance Affidavit: The Drug Free Workplace Conformance Affidavit, Attachment D, acknowledges that the responding vendor maintains a written plan for a drug-free workplace policy and is in compliance with West Virginia Code §21-1D.
- F. West Virginia Contractor's License: A copy of the vendor's West Virginia Contractor's License must be submitted as a part of the bid document.
- G. The Vendor agrees that the resulting contract may be extended for participation by any or all West Virginia Higher Education Institutions and Agencies where the use of the contract becomes advantageous to all involved parties.
- H. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the project of concern to the vendor.

SECTION 3-BID FORM

3.1 SERVICES REQUESTED

The Services that are being requested for this contract are for painting services to be performed by a painter lead, painter journeyman and helper of painter trade. The work performed by each type of worker will be contingent on job and proper trade work/task assignment.

Please be aware as per West Virginia Legislature House Bill 4005 that became effective May 4, 2016, the State of West Virginia and the Jefferson County Prevailing Wage Rates by or on behalf of public authorities engaged in construction of public improvements no longer apply.

Please provide the total "all in" price per hour (unit price) for these services. The bid price shall include everything for the vendor to provide and deliver the services requested by the University. All prices on the Bid Form shall include all freight, delivery and transportation charges, profit made by the contractor, and overhead represented by the home office. The University will not pay for the use of materials that are standard goods or equipment that is used in the standard performance of the job.

The trade positions that are being solicited for painting services will include, but not be limited to the following listed below:

Painter Lead

_____ Hourly Rate
_____ Hours Outside Normal
Business Hours
_____ Overtime Hours

- Assigns, supervises and works on painting related projects for campus buildings and equipment.
- Prepares, repairs, maintains and cleans surfaces for painting by using sandpaper, burners, sanding machines, scrapers, dusters, and chemical paint products, interior and exterior in conjunction with decorated or protected areas including furniture and equipment.
- Inspects the work site to determine methods of repair, the tools and supplies to make the repair, and the level of manpower needed to successfully complete the work.
- Assigns Journeyman(men) and Helper(s) to specific tasks and supervises these activities, assisting in layout, fabrication and assembly problems as required.

- Applies paints and related products.
- Applies a variety of coatings including paints, stains, varnished, etc. using several different types of applicators such as brushes, rollers, and spray equipment.
- Erects and disassembles portable scaffolding and ladders.
- Ensures brushes, containers, and related equipment are cleaned promptly and in good working order.

Painter Journeyman

_____ Hourly Rate

_____ Hours Outside Normal
Business Hours

_____ Off (Overtime) Hours

Responsible for performing skilled and semi-skilled tasks in the maintenance and repair of finishes of exterior surfaces, interior walls, ceilings and floor surfaces in University buildings, facilities and equipment, including but is not limited to the following specific tasks:

- Applying various types of paint, i.e., primers, sealers, oil, water, rubber, vinyl or cement based paints, preparing surfaces as necessary
- Preparing and finishing new or used shelving, laboratory or office furniture and equipment;
 - Preparing parking areas and streets for striping, operating applicable machinery;
 - Cleaning and installing vinyl, wallpaper, faux finish and other wall covering or finish products and treatments;
- Performs work according to manufacturer's specifications, Departmental guidelines, trade practices, blueprints, shop drawings and schematics.
- Inspects buildings, facilities and equipment to ascertain required repairs and makes recommendations to supervisor.
- Reports discrepancies or necessary follow-ups to supervisor.
- May be required to assist with maintaining files of specifications, blueprints, diagram generated from field investigation.
- Performs other duties as required.

Paint Helper

_____ Hourly Rate

_____ Hours Outside Normal
Business Hours

_____ Off (Overtime) Hours

- Performs simple routine tasks to assist the painter trades personnel in the preparation, maintenance, and repair of floors, walls, equipment and other items to be painted including one or a combination of the Painter Lead or Painter Journeyman.
- Performs general painting duties as instructed, such as:
- Furnishes workers with materials, tools, and supplies; cleans work areas, tools, and equipment; holds material or tools; stables ladders, etc.; picks up materials and supplies from warehouse; or performs similar unskilled manual tasks.
- Operates and uses various hand and power tools and equipment necessary to complete assignments. Maintains tools and equipment in good condition.
- Operates a motor vehicle in the performance of job duties. Picks up materials from local vendors within the work community.

Please include the company's regular business hours with an appropriate contact telephone number. Also include an emergency repair telephone number, where an individual can be contacted after regular business hours and in emergency situations to provide services.

Company's Regular Business Hours:

Overtime Business Hours:

Regular Business Hours Contact Information:

Telephone Number:

Fax Number:

Emergency Contact Information:

Emergency Telephone Number:

Email:

3.2 COST OF MATERIALS

Any materials and supplies that are charged to perform the services requested will be priced at vendor's cost plus _____% percentage. (Please provide the percentage that will be charged above vendor's invoiced price.) The University will not pay for the use of materials that are standard goods or equipment that is used in the standard performance of the job.

The vendor will be responsible for presenting a copy of the invoice where the materials were purchased by the vendor to complete the job. The invoice will be presented to the Owner as documentation for payment approval for the project invoice. The copy of the invoice demonstrating the cost of the items will remain with the Owner for documentation purposes to ensure a State Audit Trail. The documentation will not be required as proof by the WV State Auditor's office for payment.

3.3 EQUIPMENT COST

Supplier must provide an equipment list with associated unit cost per hour/day/week, etc. for the use of all equipment customarily used in association with the services listed in Section 3.1 and for which any fee in any form would be applicable.

Any other equipment not identified in the contract will be provided at _____ % above contractor cost.

Common and sundry trades tools, including but not limited to hand tools, customarily used in association with the services listed in Section 3.1 will not be eligible for any additional invoicing and will not be included in the contract.

3.4 SUBCONTRACTOR COST

Any subcontractor cost associated to perform the services requested will be priced at vendor's cost plus _____% percentage. Subcontractors that the awarded contractor may be working with must first be approved by Shepherd University. (Please provide the percentage that will be charged above vendor's invoiced price.)

SECTION 4-EVALUATION CRITERIA

To be considered responsive, the bidder must complete the Bid Form located in Section 3.

The University reserves the right to drop from consideration:

- Those items that not all bidders submitted a bid;
- Those items that were not bid as specified.

In addition, the University will consider:

- The ability, capacity, and skill of bidder to perform the contract or provide the services required;
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

The University reserves the right to make calculations to allow comparisons. Comparison may be made among the three different areas listed in Section 3 to evaluate the most cost advantageous Bid being offered to the University.

SECTION 5 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. **ARBITRATION:** Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
4. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
5. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
6. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
7. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. V. Division of Labor, if applicable.
8. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

TERM OF CONTRACT: This contract becomes effective on January 1, 2019 and extends for a period of one (1) year. The vendor may cancel this contract after the initial one (1) year term by giving the Executive Director of Procurement thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Executive Director of Procurement thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one-(1) year periods. The contract can be continued until a new contract is in place or when the contracted vendor has started a project that must be completed after the expiration of the contract.

OPEN MARKET CLAUSE: The Executive Director of Procurement may purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

WORKERS' COMPENSATION REQUIREMENTS: The successful vendor shall also be in compliance with all rules and regulations of the State of West Virginia Workers' Compensation Fund and have all premiums paid and reports filed currently.

PREFERRED TERMS: The prices on this contract are firm for the initial one (1) year term of the contract. If this contract is renewed at the end of the initial one (1) year period, Procurement Services may accept or reject a proposed price increase for the succeeding terms.

ATTACHMENT A
BID RESPONSE CERTIFICATION
SHEPHERD UNIVERSITY

DATE

The undersigned, as bidder, declares that he/she has read the Request for Bids and the following bid is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers _____ to _____ have been received and were examined as part of the RFB document.

Name of Bidder

Signature of Bidder

Title

Firm Name

Street Address

City, State, Zip

Telephone

Facsimile Number

ATTACHMENT B

WV-10
Approved / Revised
06/08/18

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. Application is made for reciprocal preference.
Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount, and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ATTACHMENT C

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

ATTACHMENT D

WV-73
Approved / July 7, 2017



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

STATE OF WEST VIRGINIA,
COUNTY OF _____, TO-WIT:

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

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

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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

Rev. July 7, 2017

ATTACHMENT E

Shepherd University Design Guidelines & Construction Standards Introduction

1. Introduction

These Design Guidelines & Construction Standards are intended to create a consistent basis for the design, construction, maintenance, renovation and general care of facilities. The standards are the result of the collective experience and recommendations of Shepherd University Management Staff and other University stakeholders. They form the preference and knowledge base for all facilities on the campuses. It should be clearly understood that these standards are not specification documents. Design and document preparation continue to be the design professional's responsibility. Means, methods, techniques, and procedures remain the Contractor's responsibility.

These Guidelines represent the preferred construction products, materials, details and systems to use in the development of programs, plans, specifications and construction documents. The intent of these standards is not to limit creative solutions. The University will consider requests for substitutions or variances as provided in the Guidelines. When these standards refer to a single manufacturer, it is not intended to exclude all other alternatives for all projects, unless specifically stated.

2. Responsibilities

These guidelines are not intended to be directly reproduced in any specifications and construction documents unless specifically noted or without the prior written permission of Facilities Management. Any such written permission shall specifically refer to the requirements of this section.

3. Regulations

Shepherd University uses as a basis of design the requirements of all applicable codes, requirements, standards, regulations and accepted industry practices.

- National Fire Codes and West Virginia State Fire Marshal Code;
- NFPA 101, Life Safety Code;
- International Building Code (IBC)-New and Existing OSHA Standards;
- Corporation of Shepherdstown-ex: Morgantown Utility Board Storm Water Ordinance and Management Program (Morgantown Campus);
- The American with Disabilities Act (ADA);
- The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995, US Department of the Interior, National Park Services;
<http://www2.cr.nps.gov/TPS/secstan1.htm>

- West Virginia Department of Environmental Protection (WVDEP) regulations;
- US Environmental Protection Agency (EPA) Regulations;
- International Energy Conservation Design Standard for Buildings;
- National Electric Code;
- International Mechanical Code;
- International Plumbing Code;
- ASHRAE Handbooks;
- SMACNA Handbook;
- American Concrete Institute (ACI);
- American Society for Testing and Materials (ASTM);
- CRSI Handbook of Recommended Practice for placing reinforcing bars, bar supports, specification and nomenclature;
- National Ready-Mixed Concrete Association Publication: Concrete Plant Standards and Truck Mixer and Agitator Standards;
- West Virginia State Code;
- Shepherd University Approved Bidding and Contract Forms.

In all cases, the Contractor shall use the most current published edition unless otherwise specifically stated. It is the responsibility of the Contractor to perform work in compliance with all applicable codes, statutes and regulations. The West Virginia State Fire Marshal is the authority having jurisdiction over University projects. Where an applicable code, statute or regulation addresses the requirements set forth in these standards, the most stringent requirement shall be included in the construction documents. If any requirement of these standards is deemed to be in conflict with applicable codes, statutes, regulations or other Shepherd University standards, immediately notify in writing the Facilities Management Director.

Nothing in these standards is intended to be specific to the conditions of any particular project. It is the design professional's responsibility and liability to determine that the specific project requirements have been included within the design and the construction documents. The design professional is liable to the extent provided by law for all design decisions regarding any specific project and neither these standards, the review by University representatives, nor the approval of the design by the University shall constitute a waiver or disclaimer or liability of the design professional.

It is the responsibility for the design professional to ensure that the standards are followed in the development of the design and the preparation of the documents. During the construction phase, it is the responsibility of the contractor and University construction personnel to ensure that the facility is built in accordance with the documents and these Standards. If there is to be a variance to using a Standard on a project during the design phase(s), it is the responsibility of the designer to bring it to the attention of the Shepherd University Facilities Director in writing. If such a variance is proposed during the construction phase, it is the responsibility of the contractor or University personnel to bring it to the attention of the Shepherd University Facilities Director in writing.

4. Modification Procedures

These Design Guidelines & Construction Standards are intended to be a continually evolving document. As new systems, components and techniques become available and they are deemed appropriate for use as a standard at Shepherd University, they will be incorporated into these Standards. As standard details and systems are tested in the field and modification is deemed appropriate, those changes, refinements and modifications will be incorporated into these Standards. The revision number and date will be indicated on the footer of all associated documents.

5. Status of the Design and Construction Standards

These Design Guidelines & Construction Standards are the property of Shepherd University at all times and are intended solely for projects on University campuses.

Shepherd University Design Guidelines & Construction Standards Division 0-Architectural, Engineering and Professional Services

Section 005006-West Virginia State Fire Marshal

Part 1: General

- 1.1 Any deviation from the following instructions must be approved during design by Shepherd University Facilities Management Personnel.
- 1.2 The West Virginia State Fire Marshal is the authority having jurisdiction and Shepherd University owned buildings are exempt from city/municipality codes and enforcements. The West Virginia State Fire Code shall be followed including Section 4 which identifies the adopted year of the National Fire Protection Association (NFPA). The West Virginia State Fire Code shall take precedence when in conflict with other model codes.
- 1.3 Shepherd University coordinates with the local Fire Department for the following items:
 - a. Location of Fire Department Connections;
 - b. Location of the Fire Command Center & placement of Fire Alarm Control Panel;
 - c. Location of Annunciator Panel;
 - d. Location of Knox box;
 - e. Proper thread specifications for the Fire Department Connections;
 - f. Placement of Fire Hydrant(s);
 - g. The establishment of fire lanes for the building;
 - h. A site visit during construction.

- 1.4 Architect/Engineer shall consult with Shepherd University prior to direct contact with the West Virginia State Fire Marshal. All communications to and from West Virginia State Fire Marshal shall be documented and delivered to the Shepherd University Facilities Management.
- 1.5 For West Virginia State Fire Marshal Plan Review Fee visit, go the following URL: <http://www.firemarshal.wv.gov/PlansReview/Pages/default.aspx> and select Plan Review Fee Schedule.
- 1.6 If modifications that impact West Virginia State Fire Code are made during design phases or during construction, revised plans, shop drawings, or RFIs shall be submitted to West Virginia State Fire Marshal for review and comment.
- 1.7 The Shepherd University Facilities management will determine which projects required State Fire Marshal review based upon the following criteria:
 - a. New Construction;
 - b. Change in occupancy class of building;
 - c. Integration of another occupancy class into an existing occupancy space;
 - d. Major modification or elimination of an exit or means of egress;
 - e. Alteration/modification of load bearing elements;
 - f. Adding additional floors to an existing structure;
 - g. Changing the footprint of an existing structure;
 - h. Renovation of more than 50% of a structure;
 - i. Installation of a new Elevator,
 - j. Alteration/modification of existing elevator;
 - k. Installation of a new Fire Alarm System;
 - l. Installation of a new Sprinkler System;
 - m. Installation of a new Fire Pump;
 - n. Alteration/modification of Sprinkler or fire alarm system involving 20 or more elements of those systems, or installation of a new Fire Alarm Control Panel;
 - o. Alteration or modification to an existing Performance Based Design;
 - p. Installation of a new EPSS, even if not required by code, for providing power to any required fire and/or life safety system or device (exit signs, emergency lights, etc.);
 - q. Installation of a new hood suppression system.

Part 2: Design

- 2.1 The Architect/Engineer is responsible for meeting design codes. The Shepherd University Facilities Management department will review the design for compliance with life safety codes and act as a liaison to the West Virginia State Fire Marshal Office.
- 2.2 Walk-in reviews, occupancy inspections, and all correspondence will be coordinated through Facilities Management.

- 2.3 Walk-in reviews are conducted during each design phase. Smaller projects may need one or more walk-in reviews depending on the comments received from the West Virginia State Fire Marshal's office.
- 2.4 West Virginia State Fire Marshal Comments/ Feedback/Questions Time Period
 - a. Comments from informal walk-in reviews are received immediately and shall be documented and published by Architect/Engineers through meeting minutes.
 - b. Comments from formal plan reviews such as sealed Construction Documents are typically received in two weeks.
 - c. Comments from mailed/faxed plans followed by a phone call are received based on availability of State Fire Marshal representative
 - d. Comments from local State Fire Marshal are received in two weeks.
- 2.5 Plans shall be submitted to the West Virginia State Fire Marshal on a full scale drawings or 11 x 17 as long as they are legible and includes all information.
- 2.6 Upon completion of 100% Construction Documents, the Architect/Engineer shall submit a signed and sealed set of documents to the West Virginia State Fire Marshal for review and comment with the consent of Shepherd University Facilities Management. A copy of all documentation submitted to the WV State Fire Marshall shall be provided to Facilities Management.
- 2.7 The transmittal letter shall be submitted with the final drawings and include the project construction budget and the Architect/Engineer name, address, and phone number. The submittal form can be found on the West Virginia State Fire Marshall website (www.firemarshal.wv.gov).

Part 3: Construction

- 3.1 Any direction given by the West Virginia State Fire Marshal during construction visits shall be documented and distributed to Shepherd University Facilities Management.
- 3.2 West Virginia State Fire Marshal may make unplanned visits to construction site.
- 3.3 Contractor shall notify Shepherd University Facilities Management upon West Virginia State Fire Marshal Representative's arrival to construction site.
- 3.4 Facilities Management shall notify the Contractor, Architect/Engineer, and any other necessary party during planned and unplanned site visits of state and local State Fire Marshal representative.
- 3.5 Facilities Management shall coordinate with the local State Fire Marshall for periodic field inspections at appropriate stages of construction, such as start of rough-in and when fixture installation starts (fire alarms, sprinkler, etc.).

- 3.6 West Virginia State Fire Marshal will supply formal report documents to Facilities Management and Architect/Engineer after all field inspections have been completed.
- 3.7 Occupancy final inspections/testing shall be conducted in the presence of the West Virginia State Fire Marshal representative, Shepherd University Facilities Management, and a company representative from each system being tested. The inspections/testing include the following:
- a. Sprinkler system (above and below ground) per NFPA 13;
 - b. Fire alarm system per NFPA 72;
 - c. Kitchen Hood Automatic Extinguishing System per NFPA 96;
 - d. Smoke Management System per NFPA 92;
 - e. Stairwell Pressurization per NFPA 92;
 - f. Emergency Generator per NFPA 110;
 - g. Fire Pump per NFPA 20;
 - h. Elevators per ANSI A-17.1.
- 3.8 Required Documentation for Final Inspection: The following certification and test papers shall be signed, prepared in a binder, and presented at the final inspection to the West Virginia State Fire Marshal on site as a combined file to assure a Certificate of Occupancy is obtained from the West Virginia State Fire Marshal:
- a. Letter of Certification from electrical contractor indicating all electrical installation meets NEC;
 - b. Letter of Certification and test report from Fire Alarm contractor (elevator recall if applicable);
 - c. Letter of Certification and test report from Sprinkler contractor;
 - d. Letter of Certification from HVA contractor;
 - e. Letter of Certification from Mechanical contractor for Smoke Management System;
 - f. Letter of Certification and test report from Generator contractor;
 - g. Letter of Certification from contractor for installation and testing Underground Fire Projection piping;
 - h. Letter of Certification and test reports from Fire Pump contractor;
 - i. Fume Hood Certification Report/ Letter.
- 3.9 When all inspection reports are completed and verified by the West Virginia State Fire Marshall, then Shepherd University will receive and occupancy permit issued by the West Virginia State Fire Marshal's office.

End of Section 005007

Shepherd University Design Guidelines & Construction Standards
Division 0-Architectural, Engineering and Professional Services

Section 005007-Hazardous Materials and Wastes

Part 1: General

- 1.1 Any deviation from the following instructions must be approved during design by Shepherd University Facilities Management.
- 1.2 The purpose of the standard is to ensure all employees dealing with any construction, repair, or renovation projects containing, generating, or utilizing hazardous materials, hazardous waste, universal waste, or any other special wastes follow the guidelines established for proper handling, transportation, and disposal of the waste.
- 1.3 All projects shall comply with Federal, State, and Local regulations as well as Shepherd University guidelines.
- 1.4 Contractor shall obtain the Shepherd University EPA number and Site information from Facilities Management.
- 1.5 Contractor shall provide intended quantities and expected wastes to be generated to Facilities Management.
- 1.6 The following are common construction items that are considered hazardous or special waste. This shall only be utilized for guidance. These items may be onsite or brought onsite by nature of work from contractors.
 - Any Aerosol containers;
 - Small mapp gas, oxygen, or propane cylinders;
 - Solvents and solvent rags or wipes;
 - Batteries in emergency lights, devices;
 - Mercury lamps, switches, devices in building materials;
 - Polychlorinated Biphenyl (PCB) in ballasts or oils;
 - Oil and Fuels;
 - Heavy metals-lead walls or pipes;
 - Paints and paint materials;
 - Paint thinners;
 - Paints, paint and varnish strippers, epoxy resins, adhesive degreasers.
 - Corrosive wastes (acids with pH less than 2 or bases with pH greater than 12.5) such as rust removers, cleaning fluids and battery acids.
 - Toxic wastes (meeting certain concentrations) such as materials containing metals (e.g., mercury, cadmium, or lead) or solvents (e.g., carbon tetrachloride or methyl ethyl ketone). Materials may include

adhesives, paints, coatings, polishes, varnishes, thinners and treated woods.

- Spent solvents listed under RCRA (hazardous waste code F).
- Discarded commercial chemical products containing listed chemicals under RCRA (hazardous waste codes P and U).
- Lead-based paints;
- Soil contaminated with toxic or hazardous pollutants.

- 1.6 To identify hazardous wastes at the construction site refer to:
- a. 40 CFR 261 for characteristic and listed hazardous wastes.
 - b. 40 CFR 273 for universal wastes.
 - c. 10 CFR 61 for radioactive wastes.
 - d. 40 CFR 761 for TSCA PCB wastes.

- 1.7 Related Standards
- A. Asbestos Abatement

Part 2: Products

- 2.1 The following documents shall be submitted to Shepherd University Facilities Management Department.

- A. Hazardous Wastes:
 1. Written waste determination (waste type description)
 2. Land Disposal Restriction Form
 3. Uniform Hazardous Waste Manifests-Generator Copy
 4. Uniform Hazardous Waste Manifests-Return to Generator Copy
 5. Intended Treatment Storage Disposal Facility
 6. Intended Treatment Method (Shepherd University prefers incineration)
- B. Special Wastes
 1. Written waste determination (waste type description)
 2. Name and Class of Receiving Landfill
 3. Location of Landfill with Permit Number
 4. Landfill or Transfer Facility Weigh Tickets
- C. Special Wastes to Construction & Demolition (C & D)
 1. Written Waste Determination (waste type description)
 2. Permit Number
 3. Operator of C & D Landfill Name
 4. Site Location it was Taken to
 5. Records of the Volume

Part 3: Execution

- 3.1 A Hazardous Material survey shall be performed prior to renovation and/or demolition activities by a qualified and competent person or company.
- 3.2 Shepherd University Facilities Management shall be notified before any surveys or inspections take place to provide vital information such as EPA Site ID, Current Status, Accumulation Area(s), Current Weight Counts, and any previous site activities.
- 3.3 Any hazardous wastes or materials within the project area are to be packaged and secured prior to potential disturbance.
- 3.4 Contractors shall be trained according to 40 CFR 262.34, 40 CFR 265.16, and 40 CFR 273.16. Documented training records for all personnel handling hazardous materials, hazardous waste, and universal wastes shall be provided to Facilities Management or with Bid Documents. Copies of training records must be readily available for inspection for the duration of project and retained for three years from completion of the project.
- 3.5 All hazardous waste shall be accumulated on site in the specified accumulation area. This may require use of a room, job box, storage shed, or trailer that has restricted access and proper signage. The accumulation area must be available for inspection by Facilities Management personnel and meet all of the requirements of 40 CFR 262 (predominantly 262.34), 40 CFR 265 Subpart C, and 40 CFR 265 Subpart I.
- 3.6 Shipments must be conducted prior to 90 days from the date the first regulated waste is generated to remain in compliance, unless approval is given from Shepherd University Facilities management. Multiple shipments may be necessary on longer projects.
- 3.7 All Hazardous and Universal Waste shall be transported and disposed by vendor with appropriate licenses and permits required by Local, State, and Federal laws and regulations. Shepherd University has pre-approved vendors for this service, the names of which can be provided upon request.
- 3.8 Original documentation of all off-site shipments of waste must be provided to Shepherd University Facilities Management within 3 days of shipment. TSCA wastes and RCRA hazardous waste "Designated Facility to Generate" Paperwork must be provided within 30 days of original shipment to Shepherd University Facilities Management.

End of Section 005007