

Fairmont State University
Facilities Department
Physical Plant – 1201 Locust Avenue, Fairmont WV 26554

www.fairmontstate.edu
abby.haught@fairmontstate.edu
304-367-4778

ARTICLE 1 – INTRODUCTION

Fairmont State University (FSU), founded in 1865, is located Fairmont, West Virginia, a friendly city of nearly 19,000 residents. The cast (the name of a group of Falcons) soars at about 3700 students.

Fairmont State University, with a 120-acre main campus in Fairmont, is part of the state’s growing high technology corridor. With a long history of academic excellence, FSU is a place where teaching and learning matter and students are our first priority. FSU was the state’s first normal school in West Virginia.

Tobacco Free Campus

Fairmont State University reminds all contractors that all tobacco use will be prohibited on the campus as of August 1, 2015.

For additional information go to:

https://www.fairmontstate.edu/files/bog/policies/fsu_policy_61.pdf

ARTICLE 2 – GENERAL INFORMATION

Fairmont State University on behalf of its Board of Governors invites qualified contractors to submit a bid to provide labor, material, equipment, supplies, and services necessary for the incidental to the following Project:

located at Fairmont State University. All Work shall take place in _____ County, West Virginia.

- A. **ISSUING DEPARTMENT.** Fairmont State University, Facilities Department, is issuing this Request for Bid Solicitation.
- B. **BID IDENTIFICATION NUMBER.** The identification number assigned by Fairmont State University for this project is RFB_____. Please use this number when communicating any information to the University regarding this project.

DOCUMENT – REQUEST FOR BID SOLICITATION

- C. **PRE-BID CONFERENCE**. There will be a mandatory Pre-Bid Conference. The Conference will be held:

Location: _____

Date: _____

Time: _____

- D. **BID DUE DATE**. Bids are due no later than 2:00 pm EST on _____.

Bids must be delivered to Fairmont State University, Physical Plant, 1201 Locust Avenue, Fairmont WV 26554. (For additional information see Instructions to Bidders).

- E. **QUESTIONS**. FSU will attempt to provide Bidders (4) business days for the completion of responses without any new information being included in the solicitation. Therefore, all questions regarding this RFB shall be submitted to FSU by the following date and time:

Date and time for cut-off for questions: _____

_____ EST

- F. **ARCHITECT OF RECORD**. All Work shall be in accordance with the plans and specifications prepared by _____, and this Request for Bid. Bidding Documents may be obtained from (If no Architect on this Project, all information shall be obtained through FSU)

Name: _____

Address: _____

City _____ State _____ Zip _____

Phone _____

Email _____

Special instructions for obtaining copies of specifications, drawings, project manuals, or other project information:

Bidding documents can be accessed via any depositories. Digital versions and print copies can be accessed/obtained by contacting the Architect listed above.

DOCUMENT – REQUEST FOR BID SOLICITATION

- G. **PROJECT COMPLETION**. The Contractor shall achieve Substantial and Final Completion of the entire Work as calculated or indicated below. The date of issuance of the FSU's Notice to Proceed shall be used to calculate Substantial and Final Completion if contract time stated below is in number of calendar days. Time is of the essence.

Substantial Completion within _____ Consecutive Calendar Days
Date Certain _____

Final Completion within _____ Consecutive Calendar Days
Date Certain _____

- H. **LIQUIDATED DAMAGES**. The Bidder does hereby agree that Liquidated Damages for this Request for Bid Solicitation shall be assessed pursuant to the terms of the Contract Document as follows:
(If blank, no liquidated damages shall apply to this Request for Bid Solicitation of any Contract entered into between Fairmont State University and the successful Bidder)

--

DOCUMENT – REQUEST FOR BID SOLICITATION

- I. **INQUIRIES, INFORMATION, NOTICE AND CORRESPONDENCE.** All inquiries, requests for information, notices, and correspondence concerning this RFB shall be submitted in writing directed to:

Fairmont State University
Facilities Department
c/o _____
1201 Locust Avenue
Fairmont WV 26554
Phone: _____
Email: _____

Copy: Architect (if applicable)

Firm: _____
c/o _____
Address _____

Phone _____
Email _____

DOCUMENT – REQUEST FOR BID SOLICITATION

ARTICLE 3 – SCOPE OF SERVICES

(For acquiring a full set of Contract Documents see Article 2, paragraph f.)

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Table of Contents

Article I. DEFINITIONS	3
Section 1. General Definitions	3
Article II. JURISDICTION	4
Section 1. Applicable Law and Forum	4
Article III. BIDDING PROCEDURES	4
Section 1. Examination of Contract Documents and the Site	4
Section 2. Pre-Bid Meeting	6
Section 3. Request for Interpretation/Addenda	6
Section 4. Substitutions Prior to Bid Opening	8
Section 5. Bid Form	9
Section 6. Allowances	10
Section 7. Unit Prices	10
Section 8. Alternates	11
Section 9. Submittals with Bid Form	11
Section 10. Changes in the Bid Amount	13
Article IV. BID OPENING AND EVALUATION	14
Section 1. Delivery of Bid	14
Section 2. Bid Opening	15
Section 4. Bid Evaluation Criteria	16
Section 5. Bid Evaluation Procedure	17
Section 6. Rejection of Bid	19
Section 7. Notice of Intent to Award	19
Article V. WITHDRAWAL OF BID	20
Section 1. Withdrawal prior to Bid Opening	20
Section 2. Late Bids, Late Withdrawals, and Late Modifications	20
Section 3. Mistakes	20
Section 4. Refusal to Accept Withdrawal	22
Section 5. Refusal to Perform	23
Section 6. Effect of Withdrawal	23
Article VI. BID GUARANTY AND CONTRACT BOND	24
Section 1. Bid Guaranty	24
Section 2. Bond Forfeiture	25
Section 3. Contract Bond	26

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Article VII. CONTRACT AWARD AND EXECUTION	26
Section 1. Conditions Precedent for Execution of Contract.....	26
Section 2. Time Limits	29
Section 3. Notice to Proceed.....	30
Section 4. Wage Rates.....	30
Article VIII. APPENDIX.....	31
Purchasing Affidavitge	32
Drug Free Workplace Comformance Affidavit	33
Bid Bond Preparation Instructions	34
Bid Bond	35
Labor and Material Payment Bond	36
Performance Bond	39
Sample: Certificate of Liability Insurance	42
Sample: Certificate of Property Insurance	43
Certification Regarding Debarment	44

Document – Instructions to Bidders – Construction Services

Article I. DEFINITIONS

Section 1. General Definitions

- I.1.1 Request for Bid Solicitation shall be defined as an official request issued by Procurement and/or Facilities Department requesting competitive bids pursuant to Chapter 18B of the West Virginia State Code to provide materials, equipment, services or other project related work specifically defined in and under the terms and conditions as stated in such Request for Bid Solicitation.
- I.1.2 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Request For Bid, Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- I.1.3 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, AIA Document A107, or in other Contract Documents which are specifically referenced in the Request for Bid Solicitation are applicable to the Bidding Documents.
- I.1.4 Addenda are written or graphic instruments issued by the Architect or Fairmont State University prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- I.1.5 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- I.1.6 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- I.1.7 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

- I.1.8 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- I.1.9 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I.1.10 Work shall be defined as all labor, materials, supplies, services, equipment, and other services required by the Bidder to fully and completely perform the project as indicated by the Contract Documents.

Article II. JURISDICTION

Section 1. Applicable Law and Forum

- II.1.1 The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the State of West Virginia and only West Virginia courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

Article III. BIDDING PROCEDURES

Section 1. Examination of Contract Documents and the Site

- III.1.1 Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, all terms and conditions, and Addenda for all divisions of Work for the Project, noting in particular all requirements which may affect its Work in any way.
- III.1.2 The successful Bidder shall be required to execute a Contract with Fairmont State University for the services as described in the Request for Bid Solicitation. A sample Contract will be provided with the Request for Bid Solicitation or will be included in the project manual. Contract Documents do not include other documents such as bidding requirements unless specifically identified (advertisement or Request For Bid,

Document – Instructions to Bidders – Construction Services

Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

- III.1.3 Federal terms and conditions may apply to projects at Fairmont State University and if applicable, additional terms and conditions may apply to the Request for Bid Solicitation. Any terms and conditions that may apply will be provided with the Request for Bid Solicitation or will be included in the project manual.
- III.1.4 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- III.1.5 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- III.1.6 The Bidder shall include in the Bid all applicable state, federal, or local taxes which may be assessed on the Work. Fairmont State University is exempt from taxation only if the materials, equipment, products, etc. are purchased directly by the University; therefore, unless otherwise exempt, Bidder must include all applicable taxes which may be incurred by Bidder as a result of the performance of the Work. Fairmont State University shall not be responsible for any such taxes or reimbursement of any costs due to the Bidder's failure to include such amounts in the Bid. Such taxes may include but not be limited to Business and Occupation Taxes, Consumer Sales and Use Tax, or similar taxes.
- III.1.7 Fairmont State University is not subject to any municipal building regulations or permits; therefore, no building permit as required by such entity shall not be required. Bidder may not include any charges for such items in the Bid.
- III.1.8 The Bidder's failure to become acquainted with the extent and nature of Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.

Document – Instructions to Bidders – Construction Services

Section 2. Pre-Bid Meeting

- III.2.1 If conducted by Fairmont State University, the Bidder is encouraged to attend the pre-bid meeting, where the Architect or Engineer (“A/E”), if applicable, and Fairmont State University will receive questions regarding the Contract Documents. Fairmont State University reserves the right to require mandatory attendance to any pre-bid meeting held in relation to a project and no bid from any Bidder not represented at such meeting will be accepted by Fairmont State University.
- III.2.2 The A/E or Fairmont State University shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E or Fairmont State University shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.
- III.2.3 Additional compensation shall not be based upon the Bidder’s failure to attend the pre-bid meeting, which results in the Bidder’s incomplete knowledge and familiarity with the Project requirements.

Section 3. Request for Interpretation/Addenda

- III.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation (“RFI”) to the A/E or Fairmont State University for an interpretation or clarification.
 - IV.3.1.a The Bidder is responsible for prompt delivery of the RFI.
 - IV.3.1.b The A/E or Fairmont State University shall respond to RFIs received more than four (4) business days before the bid opening.
- III.3.2 The A/E or Fairmont State University shall issue Addenda that modify or clarify the Contract Documents in response to RFIs. The Addenda may be delivered via facsimile, mail carrier, posted to a Web or file transfer protocol site (FTP site), sent by email, or otherwise furnished to each registered Plan Holder/Bidding Depository and to prospective Bidders.
- III.3.3 Any interpretation, correction, or change in a Request for Bid Solicitation will be made by formal addendum by Fairmont State University. Interpretations, corrections, or

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

changes to a Request For Bid Solicitation made in any other manner will not be binding, and no Bidder may rely upon any such interpretation, correction, or change.

Fairmont State University shall make available all official formal addendums when released at the following site and at the following location:

<http://www.fairmontstate.edu/adminfiscalaffairs/procurement/bidding-opportunities> ; or

Fairmont State University
Facilities Department – Physical Plant
1201 Locust Avenue
Fairmont WV 26554

- III.3.4 Bidders must acknowledge the receipt of any addenda issued by Fairmont State University on the Bid Form included in the Request for Bid Solicitation. If the Bidder fails to acknowledge receipt of each Addendum, then the Bid may be rejected.
- III.3.5 The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.
- III.3.6 Addenda will be issued no later than four (4) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Document – Instructions to Bidders – Construction Services

Section 4. Substitutions Prior to Bid Opening

- III.4.1 If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than as indicated in the Contract Documents or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified and **MUST** receive prior approval as specified under III.4.2.
 - III.4.1.a If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs.
- III.4.2 Proposed Substitutions must be submitted by Bidder to Fairmont State University or the A/E by the Cut Off for Question date listed in the Request for Bid Solicitation, which must include:
 - III.4.2.a The name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and
 - III.4.2.b A statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.
- III.4.3 If the A/E or Fairmont State University approves the Proposed Substitution, the A/E or Fairmont State University shall issue an Addendum.
- III.4.4 If the A/E or Fairmont State University does not approve the Proposed Substitution, the A/E or Fairmont State University shall inform the Bidder of its decision, which is final. The A/E or Fairmont State University may reject a proposed Substitution because the Bidder failed to provide sufficient information to enable the A/E or Fairmont State University to completely evaluate the Proposed Substitution without causing a delay in the scheduled bid opening.

Document – Instructions to Bidders – Construction Services

Section 5. Bid Form

- III.5.1 Each Bid shall be submitted on the Bid Form and all Bids and other required documents must be enclosed in a sealed opaque envelope or container and must contain the following all information as provided under [IV.1.3](#).
 - III.5.1.a Any change, alteration, omission, or addition in the wording of the Bid Form shall cause the Bid to be rejected as non-responsive.
 - III.5.1.b All pages of the Bid Form shall be submitted with the Bid. Failure to do so shall cause the Bid to be rejected as non-responsive.
 - III.5.1.c Unless the Bidder withdraws the Bid as provided in Article V, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.
- III.5.2 The Bidder shall fill in all relevant blank spaces on the Bid Form by printing in ink or by typewriting, and not in pencil.
 - III.5.2.a The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.
 - III.5.2.b The Bidder shall initial alteration or erasure of items filled in on the Bid Form.
 - III.5.2.c All requested Alternates should be bid, if Bidder indicates “no bid” or otherwise indicates that such alternate will not be performed if requested by Bidder, Fairmont State University may reject any or all portions of Bidders bid for the project.
- III.5.3 If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder shall print or type the legal name of the Bidder on the line

Document – Instructions to Bidders – Construction Services

provided, and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and sign the Bid Form on behalf of that member. All signatures must be original. All individuals executing the Bid Form shall be authorized to bind the entity on behalf of the Bidder.

Section 6. Allowances

- III.6.1 If Allowances are provided on the Bid Form, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided.

Section 7. Unit Prices

- III.7.1 If Unit Prices are requested on the Bid Form, the amount of the scheduled quantities identified on the Bid Form shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the Bid Form and the actual quantities provided.
- III.7.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, overhead, profit, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. The Bidder shall submit Unit Prices for all items listed.

Document – Instructions to Bidders – Construction Services

Section 8. Alternates

- III.8.1 If an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by **circling the word “ADD” or the word “DEDUCT” as applicable**. Fairmont State University reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.
- III.8.1.a If no change in the bid amount is required, indicate "No Change" or "\$0."
- III.8.1.b Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.
- III.8.1.c **Any statement of an amount for an alternate which has not been identified by circling the word ADD or DEDUCT, as applicable, shall be considered an ADD.**
- III.8.1.d If an Alternate is not selected, an entry as listed in [III.8.1.b](#) on that Alternate shall not, by itself, render a Bid non-responsive.

Section 9. Submittals with Bid Form

- III.9.1 Fairmont State University shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in compliance with [Article III, Section 5](#):
- III.9.1.a Each Bid shall be accompanied by a Bid Guaranty that meets the requirements of [VI.1](#) below.
- III.9.1.b Contractor's License. West Virginia Code § 21-11-2 requires that all persons desiring to perform construction work in West Virginia must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capitol Complex, Charleston, West Virginia, 25305. Telephone: (304) 558-7890.

West Virginia Code § 21-11-11 requires any prospective Bidder to include the contractor's license number on their bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Purchase Order/Contract.

It shall be the General Contractor's responsibility to ensure that all sub-contractors are duly licensed to perform work with the State of West Virginia and the appropriate city, if applicable.

- III.9.1.c Bidder must submit with the Bid Form the Fairmont State University Purchasing Affidavit, which shall be provided with the Request for Bid Solicitation, attesting to the Bidder's compliance with the information stated thereon. A sample of this document has been provided in the Appendix below. (see sample [Purchasing Affidavit](#))
- III.9.1.d Bidder must submit with the Bid Form the Fairmont State University Alcohol and Drug-Free Workplace Affidavit, which shall be provided with the Request for Bid Solicitation, attesting to the Bidder's compliance with the information stated thereon. A sample of this document has been provided in the Appendix below. (see sample [Alcohol and Drug-Free Workplace Affidavit](#)) **Only for bids exceeding One Hundred Thousand Dollars (\$100,000.00).**
- III.9.1.e Bid Breakdown – Bidder shall provide a breakdown of their base bid on the form provided. The form is for informational purposes and the Owner's analysis of the bid.
- III.9.1.f West Virginia State Code West Virginia Code §5-22-1 requires the apparent low bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. This information shall be provided to the Facilities Business Officer within one business day of the opening of bids for review prior to the awarding of a construction contract. Failure to submit the subcontractor list within one business day after the deadline for submitting bids may result

Document – Instructions to Bidders – Construction Services

in disqualification of the bid. The list shall include the names of the bidders and the license numbers.

- III.9.2 If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, Fairmont State University shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to Fairmont State University within a period determined by Fairmont State University. Fairmont State University shall not enter into a Contract without a valid Power of Attorney.
- III.9.3 Fairmont State University reserves the right to request Pre-Qualification information from prospective Bidders. If applicable, Fairmont State University shall notify Bidders of the results of such Pre-Qualification prior to the Bid date and such Request for Bid Solicitation shall be limited to those Bidder's who have met or exceeded the Pre-Qualification requirements and have been determined by Fairmont State University to be a responsible Bidder.

Section 10. Changes in the Bid Amount

- III.10.1 Any change to a previously submitted Bid shall be in writing and received by Fairmont State University before the time scheduled for the bid opening.
- III.10.2 Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.
- III.10.3 If the Bidder's written instruction to change the Bid Amount, provided under III.10.1, reveals the bid amount in any way prior to the bid opening, Fairmont State University may, in its sole discretion, reject the Bid as non-responsive.
- III.10.4 No modification, withdrawal or cancellation shall be allowed during the stipulated time period of sixty (60) calendar days or otherwise agreed upon by the parties following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. If Bidder withdraws or otherwise terminates his performance the Bidder may not do so without forfeiture of Bid Security, not as a penalty, but as liquidated damages.

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Article IV. BID OPENING AND EVALUATION

Section 1. Delivery of Bid

- IV.1.1 The Bidder shall submit its Bid to Fairmont State University at Facilities Department – Physical Plant located at 1201 Locust Avenue, Fairmont WV 26554 prior to the time scheduled for the bid opening.
- IV.1.2 All bids must be delivered by **2:00 p.m. Eastern Standard** time on the due date identified in the Request for Bid Solicitation.
- IV.1.3 If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope and the envelope containing the bid shall also be clearly marked as containing a Bid with the following information shown on the envelope:
 - IV.1.3.a “REQUEST FOR BID” must be clearly visible on the front of the submission;
 - IV.1.3.b Bid Identification Number as identified in the Request for Bid Solicitation must be on the front of the envelope or container;
 - IV.1.3.c Contractor name and address must be on the front of the submission;
 - IV.1.3.d and the opening date and time of the bid must be clearly visible on the front of the submission.
- IV.1.4 The Bidder is fully responsible for timely delivery at the location designated for receipt of Bids. Bids received after this date and time will not receive consideration. Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not receive consideration. No exceptions are permitted.
- IV.1.5 Any and all costs incurred by the Bidder in preparation of a response to the Request for Bid Solicitation or for presentation of credentials are the responsibility of the Bidder and will not be reimbursed. All responses and documentation submitted by the Bidder become the property of Fairmont State University at the time the documents are submitted in response to a Request for Bid Solicitation.

Document – Instructions to Bidders – Construction Services

Section 2. Bid Opening

- IV.2.1 Sealed Bids shall be received at the location designated in [IV.1.1](#) until the time stated when all Bids shall be opened, read aloud, and the tabulation made public. Bidders are encouraged to be present during bid opening but are not required to do so.
- IV.2.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.
- IV.2.3 The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening. Ownership of all data, materials, and documentation originated and prepared for Fairmont State University pursuant to the Request For Bid Solicitation shall belong exclusively to Fairmont State University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Bidder must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

Section 3. Bid Opening Extension

- IV.3.1 If an Addendum is issued without giving all Bidders four (4) business days prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended to at least meet such requirement.

Document – Instructions to Bidders – Construction Services

Section 4. Bid Evaluation Criteria

- IV.4.1 Fairmont State University reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder Fairmont State University determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.
- IV.4.2 Fairmont State University reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.
- IV.4.3 If any Bidder has engaged in collusive bidding, Fairmont State University shall reject that Bidder's Bid as non-responsible for the Contract. A collusive bidder may also be debarred from future State Contracts.
- IV.4.4 Bidder affirms that to the best of its knowledge, there exists no actual or potential conflict of interest between Bidder business or financial interests, and its services under any Contract issued pursuant to this Request for Bid Solicitation, and in the event of change in either its private interests or service under the Contract, Bidder will inform Fairmont State University regarding possible conflict of interest which may arise as a result of such change. Bidder also affirms that there exists no actual or potential conflict between Fairmont State University's employees and Bidder.
- IV.4.5 Fairmont State University reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.
- IV.4.6 If, in the opinion of Fairmont State University, the award of the Contract to the lowest Bidder is not in its best interest, Fairmont State University may accept, in its discretion, another Bid so opened, or Fairmont State University may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by Fairmont State University.

Document – Instructions to Bidders – Construction Services

Section 5. Bid Evaluation Procedure

- IV.5.1 The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of Fairmont State University, or all Bids may be rejected in accordance with Applicable Law.
- IV.5.1.a In determining which Bid is the lowest, Fairmont State University shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.
- IV.5.1.b The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.
- IV.5.1.c If two Bidders submit the same bid amount and both are determined to be responsive and responsible, Fairmont State University may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.
- IV.5.1.c.i If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.
- IV.5.2 A Bidder shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.
- IV.5.2.a A Bid shall be rejected as non-responsive if the Bid contains a Bid Bond executed by a Surety not licensed in West Virginia or a Bid Bond that is otherwise determined to be insufficient by Fairmont State University, including but not limited to not on the form as provided in the "Request for Bid Solicitation".
- IV.5.2.b If the lowest Bidder is non-responsive, the Bidder shall be notified according [IV.6.1](#), below.

Document – Instructions to Bidders – Construction Services

- IV.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
 - IV.5.3.a Preferences required by law, where applicable;
 - IV.5.3.b The experience of the Bidder;
 - IV.5.3.c The financial condition of the Bidder;
 - IV.5.3.d The conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry, OSHA and Prevailing Wage laws;
 - IV.5.3.e The facilities of the Bidder;
 - IV.5.3.f The management skills of the Bidder; and
 - IV.5.3.g The Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.
- IV.5.4 The A/E or Fairmont State University shall obtain from the lowest responsive Bidder any information Fairmont State University determines appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within three (3) consecutive days of a request from the A/E of Fairmont State University, or a longer period, if Fairmont State University consents in writing.
- IV.5.5 If the lowest responsive Bidder is not responsible, Fairmont State University shall evaluate the next lowest Bidder according to the procedures set forth in this [Article IV, Section 5](#) until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

Document – Instructions to Bidders – Construction Services

Section 6. Rejection of Bid

- IV.6.1 If the lowest Bidder is not responsive or responsible, Fairmont State University shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons therefor.
- IV.6.2 Bidder notified in accordance with [IV.6.1](#) may object to its rejection by filing a written protest, which must be received by Fairmont State University within five (5) consecutive days of the notification provided pursuant to [IV.6.1](#).
- IV.6.3 Upon receipt of a timely protest, Fairmont State University shall meet with the protesting Bidder to hear its objections.
 - IV.6.3.a No Contract award shall become final until after Fairmont State University has met with all Bidders who have timely filed protests and the award of the Contract is affirmed.
 - IV.6.3.b If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

Section 7. Notice of Intent to Award

- IV.7.1 Fairmont State University shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.
- IV.7.2 Fairmont State University reserves the right to rescind any Notice of Intent to Award if Fairmont State University determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in [Article VII](#) are not met.

Document – Instructions to Bidders – Construction Services

Article V. WITHDRAWAL OF BID

Section 1. Withdrawal prior to Bid Opening

- V.1.1 A Bidder may withdraw a Bid after Fairmont State University receives the Bid, provided the Bidder makes a request in writing and Fairmont State University receives the request prior to the time of the bid opening, as determined by Fairmont State University.

Section 2. Late Bids, Late Withdrawals, and Late Modifications

- V.2.1 The Bid shall remain valid and open for acceptance for a period of sixty (60) calendar days after the bid opening. Any bid, withdrawal or modification received after the date and time set for receipt of bids is late. No late bid, late modification, or late withdrawal will be considered. The clock in the University's Facilities Department Office shall be considered the official timepiece used to determine whether the bid, withdrawal, or modification was late.

Section 3. Mistakes

- V.2.2 Mistakes after Bid Opening but Before Award: Correction or withdrawal of a bid because of an inadvertent mistake in the bid requires careful consideration to protect the integrity of the competitive bidding process, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. A bid correction or withdrawal because of a mistake is permissible but only to the extent that it is not contrary to the interest of Fairmont State University or the fair treatment of other bidders. When Fairmont State University knows or has reason to conclude that a mistake has been or may have been made, a request shall be made for the bidder to confirm the bid. Situations in which confirmation should be requested include obvious or apparent errors on the face of the bid or a bid unreasonably lower (or higher) than the

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

other bids submitted. Unit price shall be the governing factor if an error is made in extending the unit price. If the bidder alleges a mistake, the bid may be corrected or withdrawn if the conditions set forth below are met:

- V.2.2.a Minor Informalities or Irregularities: Minor informalities or irregularities, or significant mistakes that can be waived or corrected without prejudice to other bidders, which are evident after examining the bid, are considered matters of form rather than substance; that is, the effect on price, quantity, quality, or terms and conditions is negligible. The Chief Procurement Officer may waive such informalities or irregularities or allow the bidder to correct such mistakes, depending on which is in the best interest of the University. An example is the lack of specifications on alternate bids. Additional specifications may be requested to make an accurate determination.
- V.2.2.b Mistakes Where Intended Correct Bid Is Evident: If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- V.2.2.c Mistakes Where Intended Correct Bid Is Not Evident: A bidder may be permitted to withdraw a low bid if:
 - 1. mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident;; or
 - 2. the bidder submits proof of evidentiary value which clearly and convincingly demonstrates the mistake.
- V.2.2.d Notice of a request to withdraw a Bid shall be made in writing filed with Fairmont State University within two (2) business days after the bid opening. Fairmont State University reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

- V.2.3 The Chief Procurement Officer may reject an erroneous bid after the bid opening, upon request of the bidder, if all of the following conditions exist:

Document – Instructions to Bidders – Construction Services

- V.2.2.a An error was made that materially affected the bid or proposal;
 - V.2.2.b Rejection of the bid or proposal would not cause a hardship on the University other than losing an opportunity to receive materials, supplies, equipment, services or printing at a reduced cost; and
 - V.2.2.c Enforcement of the part of the bid or proposal in error would be unconscionable.
- V.2.4 Mistakes Discovered After Award: Mistakes shall not be corrected after award of the contract except where the Chief Procurement Officer makes a written determination that it would be unconscionable not to allow the mistake to be corrected.
- V.2.5 If a Bidder withdraws its Bid under [Article V.2](#), Fairmont State University may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event Fairmont State University advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if Fairmont State University finds that these costs would not have been incurred but for the withdrawal.
- V.2.6 A Bidder may withdraw the Bidder's Bid at any time after the 60 day period described in [Article V.2.1](#) by giving written notice to Fairmont State University if the Bidder has not previously received a notice of intent to award. Bidder may not withdraw its Bid any time after a notice of intent to award has been sent to the Bidder by Fairmont State University unless otherwise provided for by these instructions.

Section 4. Refusal to Accept Withdrawal

- V.3.1 If Fairmont State University contests the right of a Bidder to withdraw a Bid pursuant to [Article V.2.1](#), a hearing shall be held within ten (10) consecutive days after the bid opening and Fairmont State University shall issue an order allowing or denying the claim of this right within five (5) consecutive days after the hearing is concluded. Fairmont State University shall give the withdrawing Bidder timely notice of the time and place of the hearing.

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

- V.3.1.a Fairmont State University shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.
- V.3.1.b The ruling of Fairmont State University shall be final and binding upon the Bidder.

Section 5. Refusal to Perform

- V.4.1 In the event Fairmont State University denies the request for withdrawal and the Bidder refuses to perform the Contract, Fairmont State University may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

Section 6. Effect of Withdrawal

- V.5.1 A Bidder, who is permitted to withdraw a Bid under [V.2.1](#), shall not supply material or labor to, or perform a subcontract or other work for, the Bidder to whom the Contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted; without Fairmont State University's prior written consent.

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Article VI. BID GUARANTY AND CONTRACT BOND

Section 1. Bid Guaranty

VI.1.1 The Bidder shall submit a Bid Guaranty as specified under [Article III.9.1a](#), with the Bidder's Bid, payable to Fairmont State University, in the form of either:

VI.1.1.a The signed Bid Bond contained in the Contract Documents for an amount equal to 5% of the Base Bid plus all additive Alternates; or

VI.1.1.b The Bid Bond shall be issued by a Surety Company having a minimum of an "A- (minus)" rating from an accredited rating company such as A.M. Best. Documentation of the rating shall be included with the Bid Bond.

If box is checked the following in VI.1.1.c applies to bid:

☐

VI.1.1.c For large projects (over \$5,000,000).

- Require all subcontractors over \$500,000 to be bonded by an A- or better rated surety
- After bids are awarded, the General Contractor is required to certify that all key subcontractors meet Contractor qualification requirements included in Division 1, Subcontractor Requirement

VI.1.2 The Bid Bond shall be in form and substance satisfactory to Fairmont State University and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by Fairmont State University.

VI.1.3 If the blank line on the Bid Guaranty or Contract Bond is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all

Document – Instructions to Bidders – Construction Services

additive Alternates, stated in dollars and cents or as 5% of Bidder's Bid. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

- VI.1.4 An authorized agent must sign the Bid Bond, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized to transact business in the State of West Virginia must issue the Bond.

Section 2. Bond Forfeiture

- VI.2.1 If for any reason, other than as authorized by [Article V](#), the Bidder fails to execute the Contract Form, and Fairmont State University awards the Contract to another Bidder, which Fairmont State University determines is the lowest responsive and responsible Bidder:

VI.2.1.a The Bidder who failed to execute the Contract Form is liable to Fairmont State University for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a sum not to exceed 5% percent of Bidder's bid amount, whichever is less, not as a penalty but as liquidated damages.

- VI.2.2 If Fairmont State University then awards a Contract to another Bidder, which Fairmont State University determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Contract Form:

VI.2.2.a The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which Fairmont State University determines is the lowest responsive and responsible Bidder, but not in excess of the liability specified in [Article VI.2.1.a](#);

VI.2.2.b The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

Document – Instructions to Bidders – Construction Services

VI.2.3 If Fairmont State University does not award the Contract to another Bidder under [VI.2.2.a](#), but submits the Project for re-bidding:

VI.2.3.a The Bidder failing or refusing to execute the Contract Form is liable to the Fairmont State University for a sum not to exceed 5 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less.

Section 3. Contract Bond

VI.3.1 Prior to signing the Contract Form, the Bidder shall provide Bond(s) required by law issued by a Surety licensed to do business in the State of West Virginia in form and substance satisfactory to Fairmont State University. (See [VII.1.3](#))

VI.3.2 The Bond must be in the full amount of the Contract to indemnify Fairmont State University against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

Article VII. CONTRACT AWARD AND EXECUTION

Section 1. Conditions Precedent for Execution of Contract

VII.1.1 The successful Bidder must submit or, if applicable, meet the obligation set-forth in this Article VII to Fairmont State University before the execution of any Contract with Bidder.

VII.1.2 Contract Time. The successful Bidder, as a condition of the Contract, agrees that all Work is to be Substantially Complete within the Contract Time stated in the Request for Bid Solicitation.

Fairmont State University will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Therefore, at the discretion of Fairmont State University, liquidated damages may be applicable to the Work and such terms and conditions shall be identified in the Request for Bid Solicitation and any Contract Documents issued pursuant thereto. The Bidder does hereby agree to such terms and conditions upon submitting a Bid pursuant to any Request for Bid Solicitation issued

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

by Fairmont State University.

- VII.1.3 Performance, Payment and Maintenance Bonds. The successful Bidder will be required to furnish, at the Bidder's expense, a Performance Bond and a Labor and Material Payment Bond for One Hundred Percent (100%) of the contract award and, if applicable, a two (2)-year roofing Maintenance Bond for the full value of the roofing system. Bonds must be executed by a company licensed to transact surety insurance in the State of West Virginia.

Bonds shall be written on the State of West Virginia approved forms bound in the Project Manual or provided with the Request for Bid Solicitation. No other form of bonds will be accepted by Fairmont State University.

- VII.1.4 Proof of West Virginia Workers' Compensation Coverage. The successful Bidder shall 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. The successful Bidder will be required to furnish a copy of their proof of coverage prior to execution of any Contract relating to the Request for Bid.

- VII.1.5 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. Bidder, at its own expense, shall procure and maintain for the duration of the work insurance requirements as required by the Contract Documents. Bidder shall provide such other insurance as may be required by law. West Virginia University shall be named as an additional insured on all liability policies. Bidder shall provide a certificate of insurance confirming the minimum coverage limits specified in the Contract Documents and documenting additional insured status for Fairmont State University under each liability policy. All policies shall provide a minimum of (30) calendar day's written notice prior to cancellation.

- VII.1.6 Subcontractor Insurance. Bidder shall verify that all contractors and subcontractors of Bidder performing any work pursuant to any Contract entered into due to this Request

for Bid have sufficient liability and worker's compensation insurance and shall obtain certificates evidencing such insurance. In addition, Bidder shall verify that all contractors and subcontractors to Bidder performing any work pursuant to any Contract are properly licensed under the laws of the State of West Virginia or any other applicable laws to do the work that such subcontractor is hired to complete.

- VII.1.7 Contractor's License. The successful Bidder shall furnish a copy of its contractor's license prior to issuance of a Purchase Order/Contract.

- VII.1.8 Purchasing Division Registration. Prior to contract award, Vendor must be registered (and pay the applicable registration fee) with the State of West Virginia Purchasing Division. Vendors are strongly encouraged to register with the State of West Virginia

Document – Instructions to Bidders – Construction Services

through the Vendor Self-Service portal, which may be accessed at wvOASIS.gov. Vendors may also register by completing a WV-1 Vendor Registration & Disclosure Statement and Small, Women, & Minority-Owned Business Certification form, available for download through <http://www.state.wv.us/admin/purchase/forms.html>. A completed registration can be processed for a vendor through either the electronic or paper form method.

- VII.1.9 Secretary of State Registration. Prior to contract award, unless a waiver is obtained from the Secretary of State's Office, every vendor organized as a business entity must have a certificate of authority and be in good standing with the WV Secretary of State's Office. The Secretary of State requirement applies generally to businesses that operate as separate legal entities and does not apply to sole proprietors and general partnerships. <https://sos.wv.gov/Pages/default.aspx>
- VII.1.10 Federal Debarment/Suspension: Prior to contract award, for purchases over \$25,000, Vendor status shall be verified on www.sam.gov before award is made. Screen prints of the search results shall be printed and kept in the purchasing file for audit verification. If the vendor does not appear on SAM.gov, they must sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions. A sample of this document has been provided in the Appendix below. (see sample [Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions](#))
- VII.1.11 Wage Bond. If applicable, Bidders engaged in construction work in West Virginia less than five (5) years preceding the date of the Bid shall post a wage bond with the West Virginia Department of Labor. Proof of such compliance may be required by Fairmont State University.
- VII.1.12 West Virginia Jobs Act. All Bidders, when applicable, shall comply with the provisions of the West Virginia Jobs Act, West Virginia Code § 21-1C-1 et seq. It will be the contractor's responsibility to file copies of certified payrolls with Fairmont State University's Facilities Department.
- VII.1.13 West Virginia Alcohol and Drug-Free Workplace Act. Fairmont State University may not award a contract, as defined under West Virginia Code §21-1D-1 et. Seq., to a contractor who does not have a written plan for a drug-free workplace and who has not submitted that plan to Fairmont State University in a timely fashion; therefore, the successful Bidder must meet all requirements of West Virginia Code §21-1D-1 et. seq., if applicable.
- VII.1.14 Foreign Corporation. If a Bidder is a foreign corporation, e.g., not incorporated under the laws of West Virginia, it must submit a Certificate of Good Standing from the West Virginia Secretary of State showing the right of the Bidder to do business in

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

the State of West Virginia.

- VII.1.15 Time of Delivery of Contract and Supporting Documents. The successful Bidder shall deliver the required bonds and all other Contract Documents, including but not necessarily limited to, Certificates of Insurance and Contractor's Licenses within fifteen (15) consecutive calendar days after receipt of West Virginia University notice of intent to award a contract. Failure to do so may cause: (1) forfeiture of the Bidder's security deposited with his Bid as liquidated damages, not a penalty, or (2) reduction of contract performance time proportionate to the additional time for Bidder to fully comply with this section.

Section 2. Time Limits

- VII.2.1 Fairmont State University's failure to award the Contract and execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all Bids submitted, unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and Fairmont State University.
- VII.2.1.a If Fairmont State University awards the Contract within 60 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.
- VII.2.1.b If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Fairmont State University is solely responsible, Fairmont State University may authorize payment of verifiable increased costs in materials, labor, or subcontracts. Notwithstanding the foregoing, Fairmont State University may cancel any or all portions of such Bid for convenience.
- VII.2.1.c If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, Fairmont State University shall not grant a request for increased costs.

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Section 3. Notice to Proceed

VII.3.1 Fairmont State University shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated or actual calendar day for Contract Completion. Any Work performed or any materials contracted for prior to receipt of Fairmont State University's Notice to Proceed shall be at the Bidder's absolute and sole risk. Within ten (10) calendar days of the date of the Notice to Proceed, the Contractor shall furnish the following submittals to the A/E and/or Fairmont State University:

VII.3.1.a Schedule of Values

VII.3.1.b Preliminary schedule of Shop Drawings and other Submittals

VII.3.1.c Subcontractor and Material Supplier Declaration form

VII.3.1.d Qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each.

Section 4. Wage Rates

~~VII.4.1 The successful Bidder and all subcontractors must pay the higher of the U. S. Department of Labor Minimum Wage Rates or the West Virginia Department of Labor Wage Rates pursuant to West Virginia Code § 21-5-1, et seq. established for the county where the work is performed.~~

~~VII.4.2 The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.~~

Document – Instructions to Bidders – Construction Services

Fairmont State University
Facilities Department
1201 Locust Avenue • Fairmont WV 26554

www.fairmontstate.edu
v: 304.367.4778 • f: 304.367.4656

Article VIII. APPENDIX

<u>Purchasing Affidavit</u>	page 32
<u>Drug Free Workplace Comforance Affidavit</u>	page 33
<u>Bid Bond Preparation Instructions</u>	page 34
<u>Bid Bond</u>	page 35
<u>Labor and Material Payment Bond</u>	page 36
<u>Performance Bond</u>	page 39
<u>Sample: Certificate of Liability Insurance</u>	page 42
<u>Sample: Certificate of Property Insurance</u>	page 43
<u>Certification Regarding Debarment</u>	page 44

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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



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

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: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

By Commission expires _____

(Seal)

(Notary Public)

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

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

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

(M)

NOW THEREFORE

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

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

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

Principal Seal

(R)

(Name of Principal)

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

Title

Surety Seal

(U)

(Name of Surety)

Attorney-in-Fact

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

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

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20_____.

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

Appendix

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. - a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

Attorney General

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. - a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

Attorney General
By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURANCE AGENCY'S NAME AND ADDRESS			
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
CONTRACTOR'S NAME AND ADDRESS		INSURER A: INSURER'S NAME	
		INSURER B: INSURER'S NAME	
		INSURER C: INSURER'S NAME	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
LTR	NSRD						
A		GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/PROP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ)				E.L. EACH ACCIDENT	\$ 500,000
		(If yes, describe under SPECIAL PROVISIONS below)				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

CERTIFICATE HOLDER

STATE AGENCY'S NAME AND ADDRESS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORDTM CERTIFICATE OF PROPERTY INSURANCE		DATE
PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
COMPANIES AFFORDING COVERAGE		
COMPANY A INSURER'S NAME		
INSURED CONTRACTOR'S NAME AND ADDRESS		
COMPANY B		
COMPANY C		
COMPANY D		

COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE <input type="checkbox"/> STORAGE	CONTRACT AMT. \$ 20% \$ 20% \$ \$
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY PROJECT NAME AND ADDRESS
SPECIAL CONDITIONS/OTHER COVERAGES Owner is to be named as additional insured.

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower
Tier Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this award had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall include an explanation with this document.

Organization Name: _____

PO/Contract Number or Project Name: _____

Name(s) and Title(s) of Authorized Representative(s): _____

Signature: _____

Date: _____



**FAIRMONT STATE
UNIVERSITY™**

Facilities Department

1201 Locust Avenue

Fairmont WV 26554

Phone: 304-367-4778 Fax: 304-367-4656

BID FORM

Project _____

RFB # _____

CONTRACTOR ("BIDDER")		Return Bid in sealed envelope, clearly marked on outside with Bid number and Bid Opening Date to: Fairmont State University Physical Plant 1201 Locust Avenue Fairmont WV 26554 Bids will not be accepted after 2:00 pm EST
Name _____		
Address _____		
City, State, Zip _____		
West Virginia Code §5-22-1		
The apparent low bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting, or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. This information shall be provided to the Facilities Business Office within one business day of the opening of bids for review prior to the awarding of a construction contract. Failure to submit the subcontractor list within one business day after the deadline of submitting bids may result in disqualification of the bid. The list shall include the names of the bidders and the license number.		
Special Instructions: The bid/proposal process is highly controlled. To protect the integrity of the process, any questions or clarifications regarding the Request for Bid/Proposal must be handled through the Facilities Business Officer.		
BASE BID INFORMATION		

The undersigned, herein called the Bidder, being familiar with and understanding the Bidding documents and also having examined the project site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth therein, for the sum of:

BASE BID _____
Written Amount

BASE BID _____
Numerical (Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

~~**Add Alternate 1:**
ADD ALTERNATE 1 _____
Written Amount~~

~~**ADD ALTERNATE 1** _____
Numerical (Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)~~

Unit Cost 1: Additional Wall Painting per Square Foot

UNIT COST 1	<div></div>	Written Amount
UNIT COST 1	<div>Numerical</div>	(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 2: Additional Ceiling Painting per Square Foot

UNIT COST 2	<div></div>	Written Amount
UNIT COST 2	<div>Numerical</div>	(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 3: Door / Frame Painting per Square Foot

UNIT COST 3	<div></div>	Written Amount
UNIT COST 3	<div>Numerical</div>	(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

Unit Cost 4: Surface Repair Beyond Minor Patching per Square Foot

UNIT COST 4	<div></div>	Written Amount
UNIT COST 4	<div>Numerical</div>	(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail)

BID FORM

Project _____

RFB # _____

ADDENDA ACKNOWLEDGEMENT

Addenda Number	Date of Receipt	Indicate Receipt by Signature Below
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish all labor, materials, supplies, and services as specified in this Request

Firm/Company Name: _____

Phone Number _____

Fax Number _____

Email: _____

FEIN: _____

Printed Name of Authorized Signatory: _____

Title: _____

Bidder's West Virginia Contractor's License Number: _____

West Virginia Contractor's License MUST be issued in the exact name of Bidder and Bidder MUST be licensed at the time of submission of Bid.

Authorized Signatory: _____

Signed By (Must be in Ink)

_____ Date

****NOTE****

Bidder must submit with this Bid Form the following documents:

Bid Security Bid Bond for 5% of total base bid

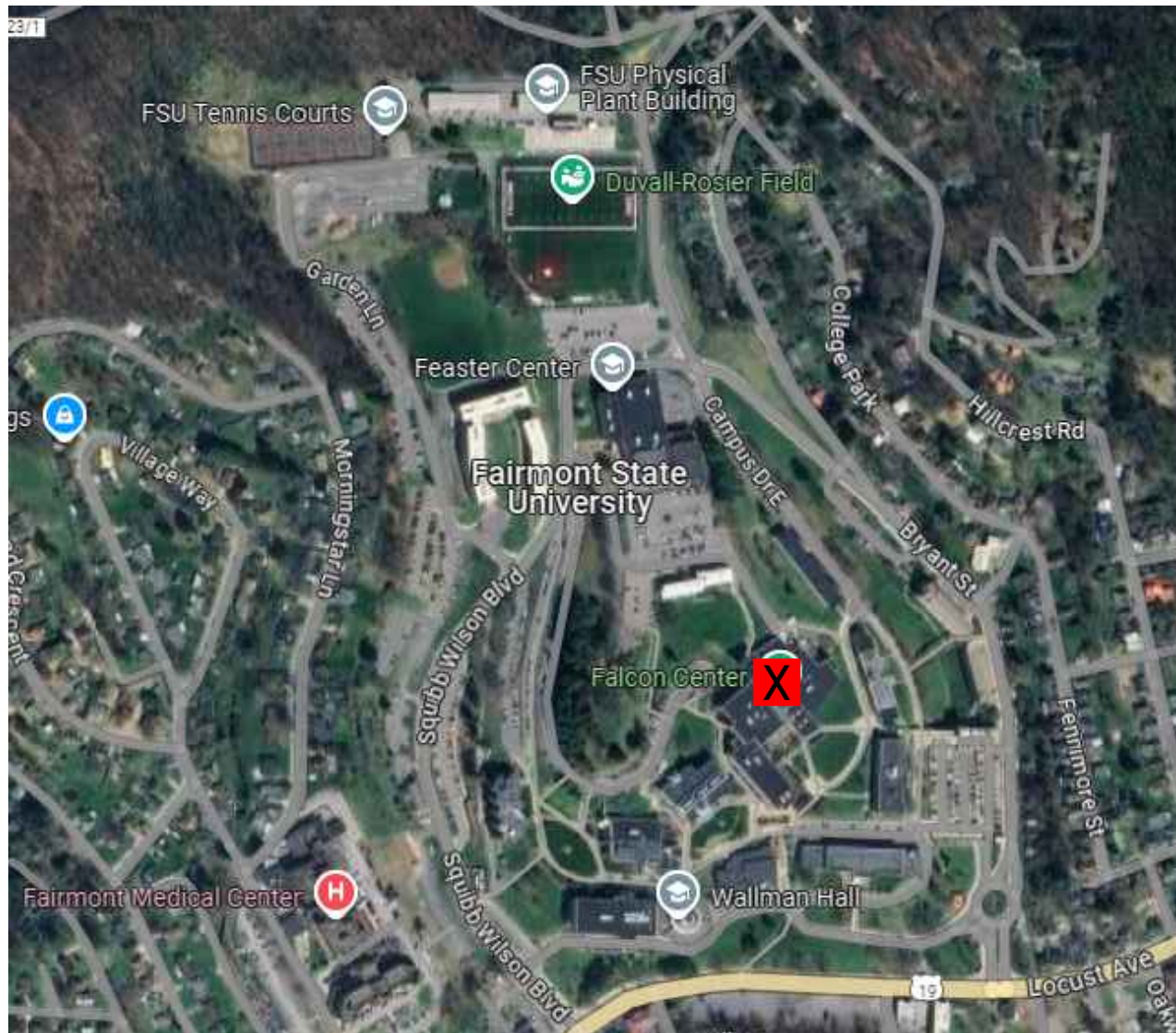
Purchasing Affidavit Signed Original

Drug-Free Workplace Conformance Affidavit Signed & Notarized Original (Applicable to bids exceeding \$100,000)

Contractor's License Copy of Contractor's License

FSU- Falcon Center- Third Floor Painting Project

Project Location



Drawing Index

Sheet #	Sheet Name
000	Cover Sheet
001	General Notes
002	Project Boundary
002A	Finish Schedule
003	Wall Fixture Locations
004	Door/ Door Frame Notes
005	Circulation/ Elevator Lobby Callouts
006	Conference Room, Conference Hall Prefunction, & Servery Callouts
007	Dining & Restroom Callouts

Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Falcon Center
Third Floor Painting Project-
Cover Sheet

Drw. By Devin Carpenter

Date 04/01/2025

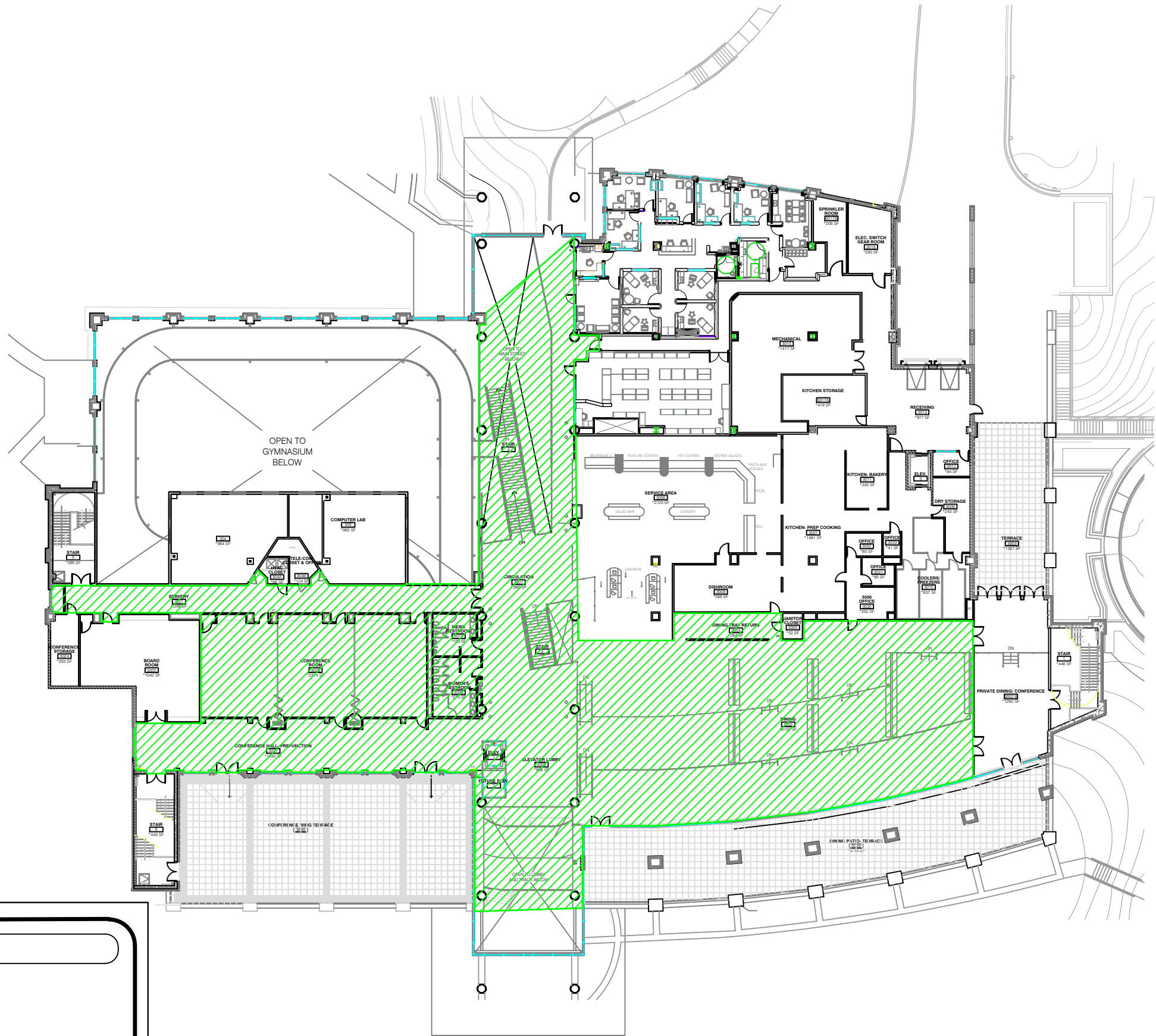
Scale

Sheet

000

- 1. Contractor shall be responsible for general patching and repair to existing surfaces prior to painting.
- 2. Electrical receptacle/ switch covers shall be removed by contractor prior to painting and then reinstalled immediately after work is complete within the space.
- 3. All surfaces are to receive a minimum of two coats of paint.
- 4. All paint to be purchased & provided by FSU Facilities Department. Contractor to provide quantities needed for FSU to purchase. Minimum of two week notice from order to delivery.
- 5. Contractor to review with FSU Facilities Project Manager on the removal of any additionally requested wall or ceiling mounted fixtures not mentioned on Sheet 003.
- 6. Door frames are to be painted the same color as adjacent walls. Door frames between two rooms with different wall colors will be split down the middle of frame. Door frames to be painted on one side only, will be painted to the middle of the frame. See Sheet 004.
- 7. The following items are to be protected and never painted: Including but not limited to fire tags on doors and door frames, fire extinguisher cabinets, sprinkler heads, escutcheon plates, metal storefronts, mullions, window frames, metal wrapped columns, air registers or louvers of any kind, mounted or recessed speakers, data raceways mounted on walls, TV mounts, fiberglass- reinforced plastic covered surfaces, decorative light bases, metal beams, utilities, utility supports, ductwork, and wire molds. Contractor shall be responsible for cleaning or replacement of items due to overage.
- 8. Contractor will be responsible for cleaning and staging materials daily. Emergency exits and paths of egress are not to be blocked.

Firm Name and Address		
Fairmont State Facilities 1201 Locust Ave. Fairmont, WV 26554		
Project Name and Address		
Falcon Center Third Floor Painting Project- General Notes		
Drw. By	Devin Carpenter	Sheet 001
Date	04/01/2025	
Scale		



General Notes

Third Floor Project Boundary



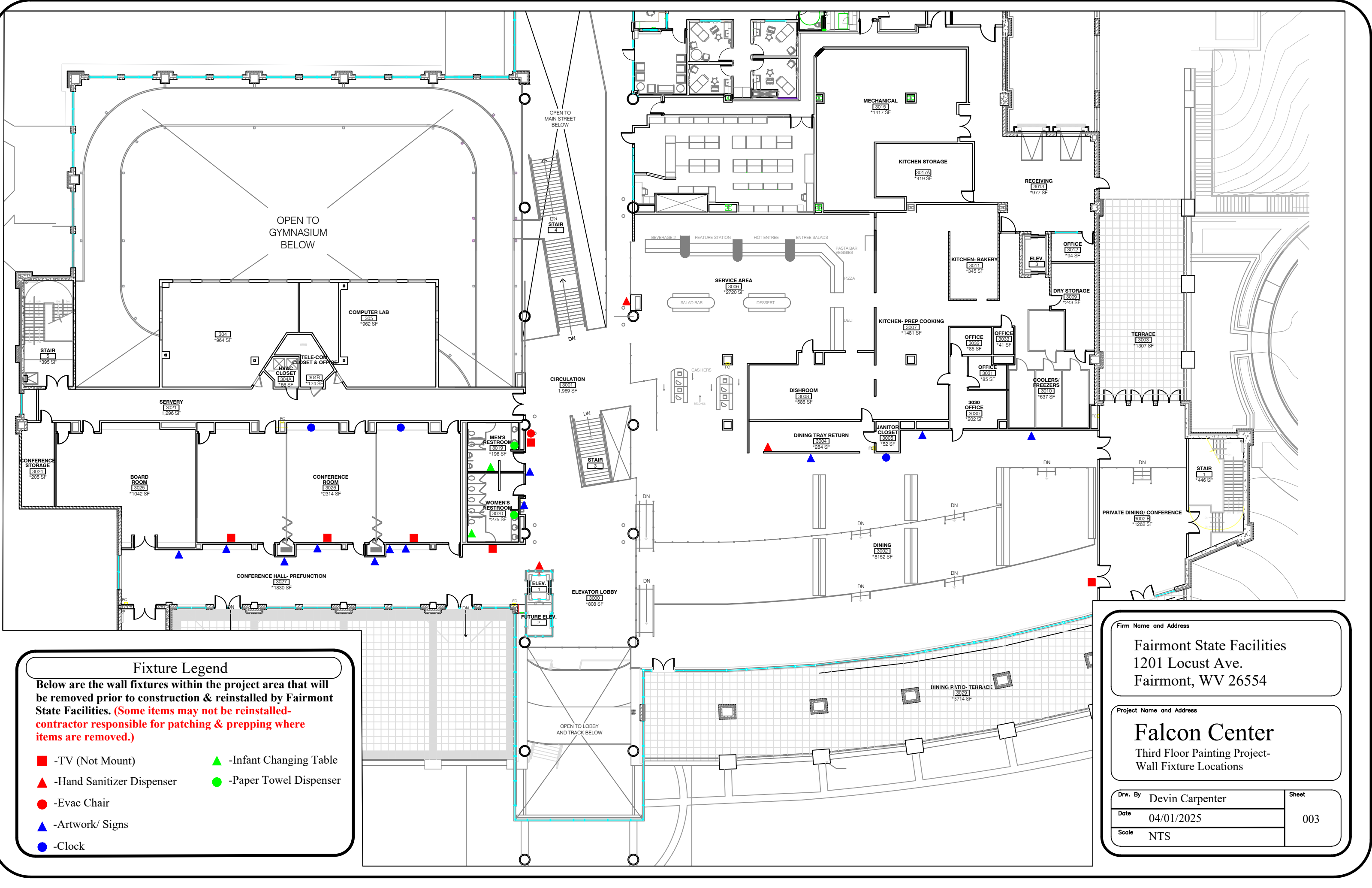
Firm Name and Address
Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address
Falcon Center
Third Floor Painting Project-
Project Boundary

Drw. By	Devin Carpenter	Sheet 002
Date	04/01/2025	
Scale	NTS	

<div> <div>Sheet 002A:</div> <div>Falcon 3rd Floor Paint- Finish Schedule</div> </div>															
Room Description	Room #	Floor SQFT	Wall SQFT Wallpaper Removal	<u>P1</u> Wall SQFT Semigloss SW 7029 Agreeable Gray	<u>P2</u> Wall SQFT Eggshell SW 7029 Agreeable Gray	<u>P3</u> Wall SQFT Eggshell SW Custom: Dining Hall Green	<u>P4</u> Wall SQFT Eggshell SW 7024 Functional Gray	<u>P5</u> Wall SQFT Eggshell SW 256 Snowbound	<u>P5a</u> Bulkhead Underside SQFT Eggshell SW 256 Snowbound	<u>P6</u> Hard Ceiling/ Bulkhead Underside SQFT Flat SW 7006 Extra White	<u>P7</u> Hard Ceiling/ Bulkhead Underside SQFT Satin SW 7006 Extra White	Wooden Door Qty. Eggshell SW 7024 Functional Gray	Metal Door Frame (One Side) Qty. Color to Match Adjacent Walls	Items to be Removed Prior to Pre Bid (Owner Responsible for Removal & Reinstallation)	Total Painted Wall SQFT
Circulation & Elevator Lobby	3000 & 3001	2,777	×	×	×	×	677	4,756	38	99	×	×	6	(1) TV, (2) Sanitizer Dispenser, (2) Artwork/ Signs, (1) Evac Chair	5,570
Men's Restroom	3019	196	171	618	×	×	×	×	×	×	196	×	1	(1) Changing Table, (1) Paper Towel Dispenser	814
Women's Restroom	3020	275	228	752	×	×	×	×	×	×	275	×	1	(1) Changing Table, (1) Paper Towel Dispenser	1,027
Conference Hall Prefunction	3027	1,830	×	×	2,108	×	441	×	×	1,550	×	×	7	(1) TV, (18) Artwork/ Signs	4,099
Conference Room	3026	2,326	×	×	2,042	×	×	×	×	1,667	×	×	8	(3) TVs, (2) Clocks	3,709
Servery	3021	1,296	×	×	3,204	×	×	×	×	238	×	1	12	×	3,442
Dining	3002	8,152	×	×	×	722	×	2,359	×	8,308	×	×	3	(1) Sanitizer Dispenser (15) Artwork/ Signs, (1) Clock, (1) TV	11,389
Total SQFT/ Paint Type				1,370	7,354	722	1,118	7,115	38	11,862	471	×	×	×	×
															Total A: Painted SQFT
															30,050

Add Alternate: Remove wallpaper below chair rail, patch, & paint					
Room Description	Room #	Floor SQFT	Wall SQFT Wallpaper Removal	<u>P8</u> Wall SQFT Eggshell SW Custom Education Maroon	Total B: Painted SQFT
Conference Room	3026	2,326	345	345	345
Total SQFT/ Paint Type				345	x
					Grand Total A + B Painted SQFT
					30,395



Fixture Legend

Below are the wall fixtures within the project area that will be removed prior to construction & reinstalled by Fairmont State Facilities. (Some items may not be reinstalled-contractor responsible for patching & prepping where items are removed.)

- -TV (Not Mount)
- ▲

-Hand Sanitizer Dispenser
- -Evac Chair
- ▲

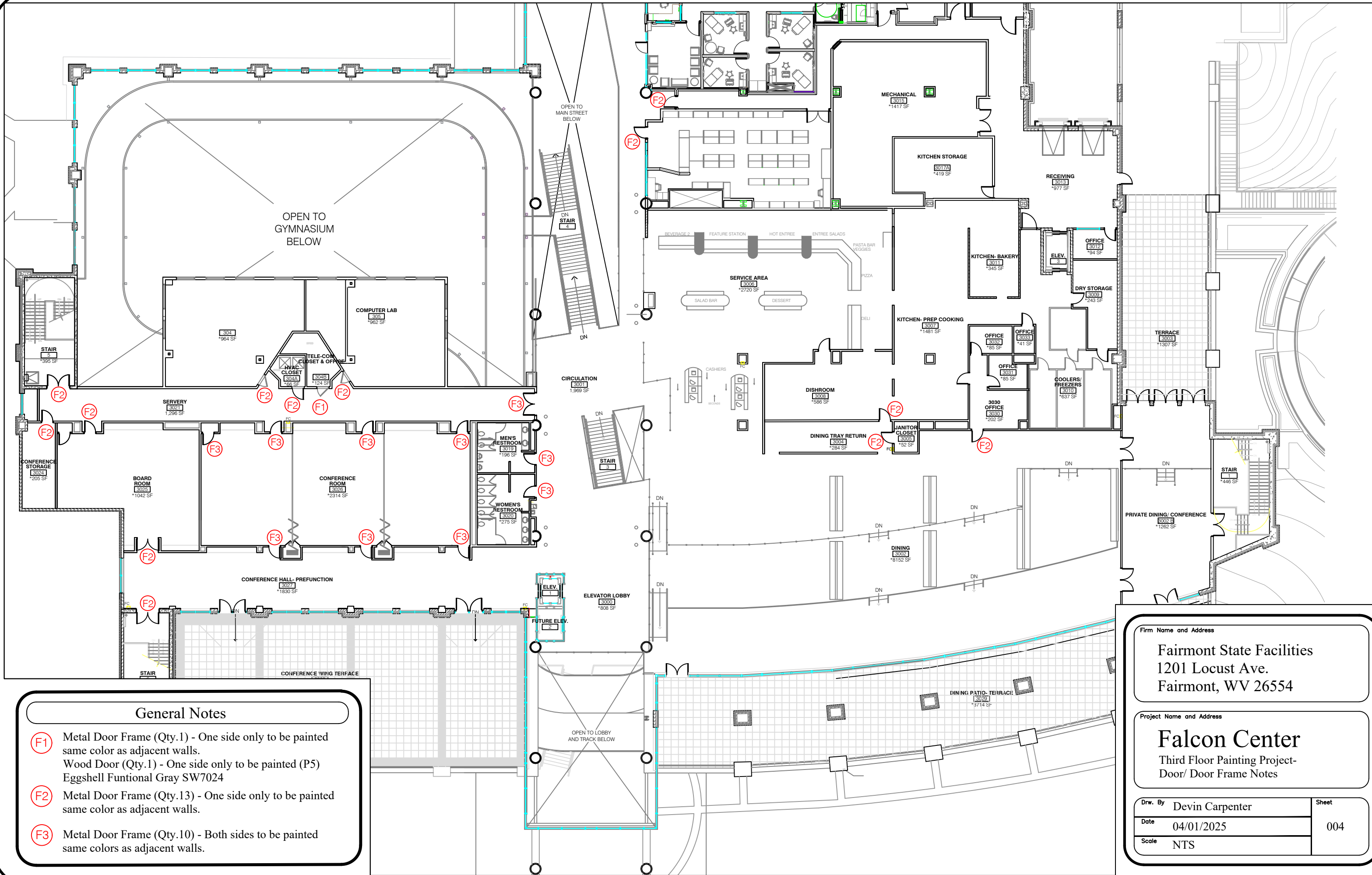
-Artwork/ Signs
- -Clock
- ▲

-Infant Changing Table
- -Paper Towel Dispenser

Firm Name and Address
Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address
Falcon Center
Third Floor Painting Project-
Wall Fixture Locations

Drw. By	Devin Carpenter	Sheet 003
Date	04/01/2025	
Scale	NTS	



General Notes

- (F1) Metal Door Frame (Qty.1) - One side only to be painted same color as adjacent walls.
Wood Door (Qty.1) - One side only to be painted (P5)
Eggshell Funtilonal Gray SW7024
- (F2) Metal Door Frame (Qty.13) - One side only to be painted same color as adjacent walls.
- (F3) Metal Door Frame (Qty.10) - Both sides to be painted same colors as adjacent walls.

Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Falcon Center
Third Floor Painting Project-
Door/ Door Frame Notes

Drw. By	Devin Carpenter	Sheet
Date	04/01/2025	004
Scale	NTS	

Circ./ Elev. Lobby-
N to SW



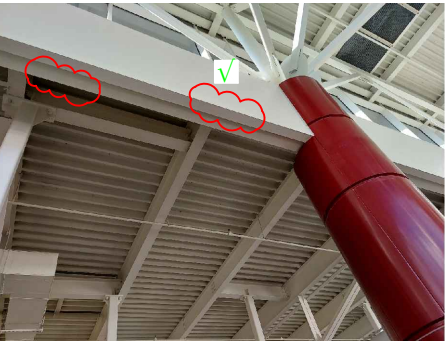
- East face only of CMU column to be painted P5 all the way to floor.

Circ./ Elev. Lobby-
E to NW



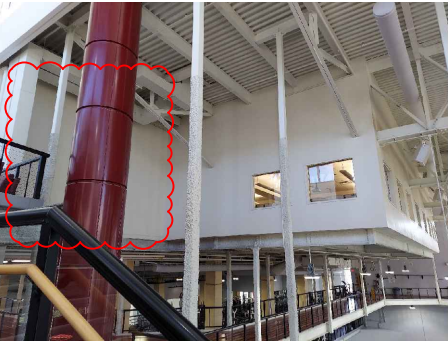
- Bulkhead parapet walls to be painted P5 on all surfaces.

Circ./ Elev. Lobby-
E to NW



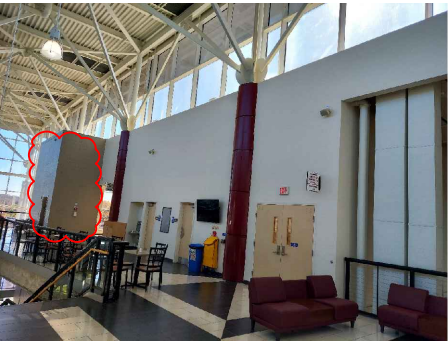
- Bottom surface of bulkhead parapet walls to be painted P5a.
- The adjacent beam's underside is not to be painted.

Circ./ Elev. Lobby-
N to SW



- North facing wall, overhanging track to be painted P5.

Circ./ Elev. Lobby-
N to SW



- CMU elevator shaft walls to be painted P4 on all sides.

Circ./ Elev. Lobby-
E to W



- Ceiling above fountain to be painted P6.

Circ./ Elev. Lobby-
E to SW



- Parapet walls to be painted P5 on all surfaces.

Circ./ Elev. Lobby-
W to SE



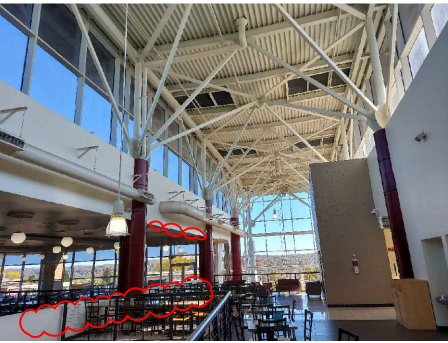
- Vertical wall surfaces to be painted P5.
- Horizontal wall surfaces to be painted P6.

Circ./ Elev. Lobby-
W to SE



- Parapet walls to be painted P5 on all surfaces.
- Metal wrapped columns are not to be painted.

Circ./ Elev. Lobby-
W to SE



- Knee walls to be painted P5 on all surfaces except if covered in fiberglass- reinforced plastic.
- Horizontal bulkhead surfaces to be painted P6.

Circ./ Elev. Lobby-
W to SE



- Bulkhead parapet walls to be painted P5 on all surfaces except dining ceiling.

Circ./ Elev. Lobby-
S to NE



- Vertical wall surfaces to be painted P5.
- Gray edge, at base of knee wall, is not to be painted.

Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Falcon Center
Third Floor Painting Project-
Circulation/ Elevator Lobby
Callouts

Drw. By Devin Carpenter

Date 04/01/2025

Scale NTS

Sheet

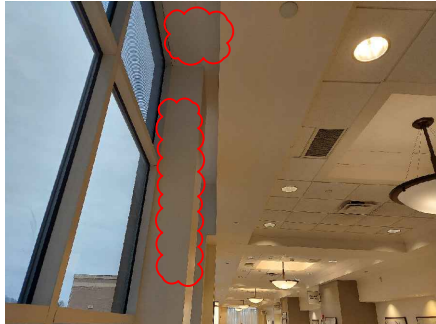
005

Conf. Hall Pref.-
E to W



- Existing gray drywall columns to be painted P4.
- Recessed hard ceilings around pendant lights to be painted P6 on all surfaces.

Conf. Hall Pref.-
E to W



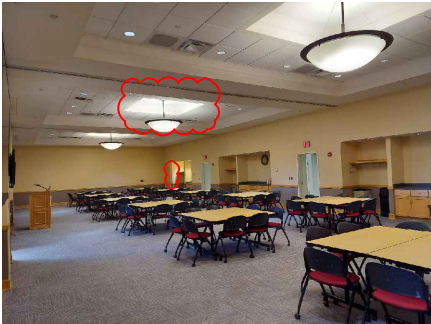
- All window well's vertical surfaces to be painted P2.
- All window well's horizontal surfaces to be painted P6.

Conf. Hall Pref.-
S to NE



- Hard ceiling, above, bench seating to be painted P6.
- Bulkhead to be painted P6 on all surfaces.
- Existing white wall surfaces to be painted P2.

Conference Room-
E to NW



- Closet walls to be painted P2.
- Closet Ceiling to be painted P6.
- Recessed hard ceilings around pendant lights to be painted P6 on all surfaces.

Conference Room-
S to N



- All kitchenette & coat rack's ceilings to be painted P6.
- All vertical wall surfaces, above chair rail, to be painted P2.

Conference-
E to SW



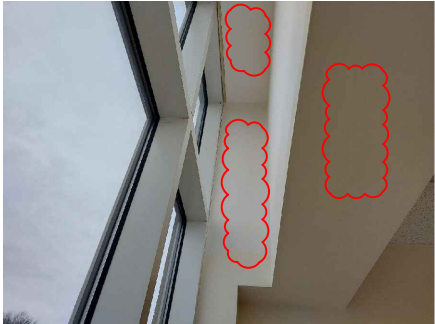
- Bulkhead to be to be painted P6 on all surfaces.
- Accordion wall surfaces and track are not to be painted.
- Add Alternate to remove, patch, & paint below chair rail P8. See Sheet 002A.

Servery-
E to W



- Bulkhead vertical surfaces to be painted P2.
- Bulkhead horizontal surfaces to be painted P6.

Servery-
S to N



- Window well ceiling to be painted P6.
- Window well vertical surfaces to be painted P2.
- Bulkhead horizontal surface to be painted P6.

Servery-
S to NW



- All doorway entry ceilings to be painted P6.
- See Sheet 004 for details on how to proceed with wooden, painted, door.

Servery-
W to E



- Vertical wall surfaces to be painted P2.

Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Falcon Center

Third Floor Painting Project-
Conference Room, Conference Hall
Prefunction, & Servery Callouts

Drw. By Devin Carpenter

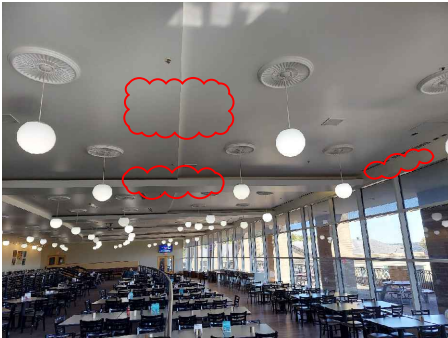
Date 04/01/2025

Scale NTS

Sheet

006

Dining-
W to E



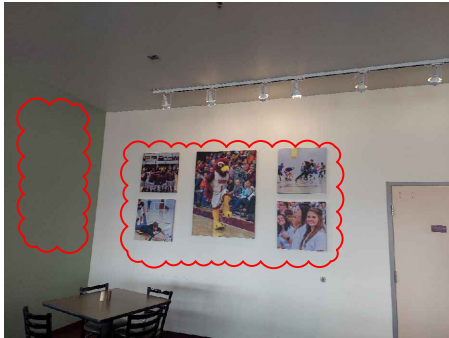
- All ceiling drywall surfaces to be painted P6.
- All bulkhead surfaces to be painted P6.
- Existing SW 256 Snowbound painted vertical wall surfaces to be painted P5.

Dining Ceiling



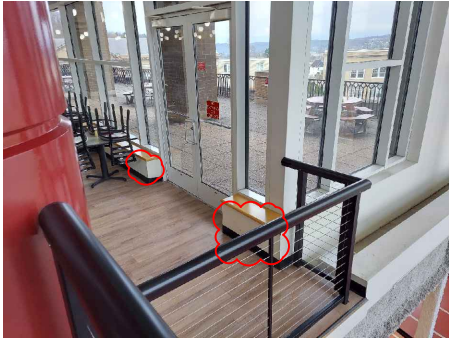
- Decorative light bases are not to be painted.
- Registers & speakers are not to be painted.

Dining-
S to N



- Artwork will be removed & re-hung by facilities. See Sheet 003.
- Existing green painted wall surfaces to be painted P3.

Dining-
W to SE



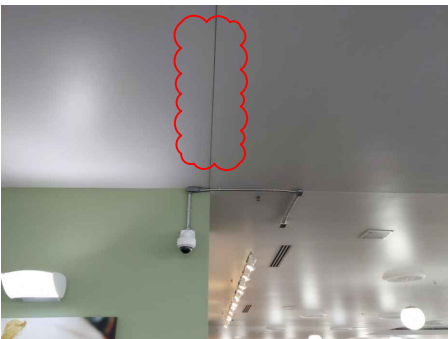
- Knee wall vertical surfaces to be painted P5.

Dining-
W to NE



- Corner adjacent to condiments table to be termination point for vertical surface painting in Dining. See Sheet 002 for project boundary. Existing green painted surface to be painted P3.
- Existing SW 256 Snowbound painted wall surfaces to be painted P5.
- Existing green painted wall surfaces to be painted P3.

Dining Ceiling Termination



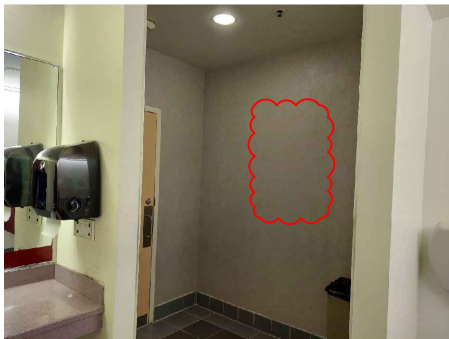
- Dining ceiling joint running from condiment wall corner shall be termination line for horizontal surface painting in Dining. See Sheet 002 for project boundary.

Dining- Tray Return
W to NE



- Ceiling within tray return to be painted P6.
- Existing green painted wall surfaces to be painted P3.
- Existing SW 256 Snowbound painted wall surfaces to be painted P5.

Restrooms-
W to SE



- Wallpaper to be removed, walls patched, & painted P1.

Restrooms-
E to SW



- Vertical wall surfaces to be painted P1.
- Ceiling to be painted P7.

Firm Name and Address

Fairmont State Facilities
1201 Locust Ave.
Fairmont, WV 26554

Project Name and Address

Falcon Center
Third Floor Painting Project-
Dining & Restroom Callouts

Drw. By Devin Carpenter

Date 04/01/2025

Scale NTS

Sheet

007

DATES OF ADHERENCE

MAY 18TH - JUNE 26TH

List of Room Order

1	Mobilization/ Dining Hall: 05/18- 05/26 (8 Days)
2	Mezzanine: 05/27- 06/02 (6 Days)
3	Conference Hallway: 06/03- 06/09 (6 Days)
4	Restrooms: 06/10- 06/12 (3 Days)
5	Conference Room: 06/15- 06/19 (5 Days)
6	Serving Hallway: 06/22- 06/24 (3 Days)
7	Demobilization: 06/25- 06/26 (2 Days)



Falcon 3rd Floor Painting: Scope of Work

- **Circulation & Elevator Lobby- (Rm # 3000 & 3001)**

- Vertical drywall, knee wall, & bulkhead surfaces to be painted (P5) Eggshell SW 256 Snowbound.
- Horizontal drywall surfaces:
 - Above fountain, above Receiving Corridor entrance, & under southern bulkhead running parallel to dining all to be painted (P6) Flat SW 7006 Extra White. (Detailed on Sheet 005)
 - Underside of Western Bulkhead to be painted (P5a) Eggshell SW 256 Snowbound. (Detailed on Sheet 005)
- Elevator CMU wall to be painted (P4) Eggshell SW 7024 Functional Gray.
- Door frames/ doors to be painted are referenced on Sheet 004.
- General patching where necessary.
- Any exceptions to the above scope are listed on Sheet 005.

- **Men's Restroom- (Rm # 3019)**

- Vertical drywall surfaces to be painted (P1) Semigloss SW 7029 Agreeable Gray.
- Horizontal drywall ceiling surfaces to be painted (P7) Satin SW 7006 Extra White.
- Existing wallpaper to be removed. Wall to be repaired of any imperfections and painted (P1) Semigloss SW 7029 Agreeable Gray.
- Door frames/ doors to be painted are referenced on Sheet 004.
- General patching where necessary.
- Any exceptions to the above scope are listed on Sheet 007.

- **Women's Restroom- (Rm # 3020)**

- Vertical drywall surfaces to be painted (P1) Semigloss SW 7029 Agreeable Gray.
- Horizontal drywall ceiling surfaces to be painted (P7) Satin SW 7006 Extra White.
- Existing wallpaper to be removed. Wall to be repaired of any imperfections and painted (P1) Semigloss SW 7029 Agreeable Gray.
- Door frames/ doors to be painted are referenced on Sheet 004.
- General patching where necessary.
- Any exceptions to the above scope are listed on Sheet 007.

- **Conference Hall Prefunction- (Rm # 3027)**

- Vertical drywall/ knee wall surfaces to be painted (P2) Eggshell SW 7029 Agreeable Gray.
 - Existing grey painted vertical drywall surfaces to be painted (P4) Eggshell SW 7024 Functional Gray.
 - Horizontal drywall ceiling/ bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.
 - Vertical drywall bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.
 - Elevator CMU wall to be painted (P4) Eggshell SW 7024 Functional Gray.
 - Door frames/ doors to be painted are referenced on Sheet 004.
 - General patching where necessary.
 - Any exceptions to the above scope are listed on Sheet 006.
- **Conference Room- (Rm # 3026)**
 - Vertical drywall surfaces above chair rail only (including closet) to be painted (P2) Eggshell SW 7029 Agreeable Gray.
 - Horizontal drywall ceiling & bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.
 - Vertical drywall bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.
 - Door frames/ doors to be painted are referenced on Sheet 004.
 - General patching where necessary.
 - Any exceptions to the above scope are listed on Sheet 006.
 - Add Alternate (See Sheets 002A & 006):
 - Remove wallpaper below chair rail, patch, & paint (P8) SW Custom Education Maroon.
- **Servery- (Rm # 3021)**
 - Vertical drywall & bulkhead surfaces to be painted (P2) Eggshell SW 7029 Agreeable Gray.
 - Horizontal drywall ceiling & bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.
 - Door frames/ doors to be painted are referenced on Sheet 004.
 - General patching where necessary.
 - Any exceptions to the above scope are listed on Sheet 006.
- **Dining- (Rm # 3002)**
 - Vertical drywall/ knee wall surfaces to be painted (P5) Eggshell SW 256 Snowbound.
 - Existing green painted vertical drywall surfaces to be painted (P3) Eggshell SW Custom Dining Hall Green.
 - Horizontal drywall ceiling & bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.

- Vertical drywall bulkhead surfaces to be painted (P6) Flat SW 7006 Extra White.
- Door frames/ doors to be painted are referenced on Sheet 004.
- General patching where necessary.
- Any exceptions to the above scope are listed on Sheet 007.

Fairmont State University	Page:01	RFB No. RFB-454
Request for Bids Continuation Sheet		

INTERIOR REPAIR SPECIFICATIONS

PART 1 • GENERAL

1.1 Description:

- .1 Section Includes: All labor, materials, tools, and other equipment, services, and supervision required to complete all interior repainting work as indicated on the Finish Schedule and to the full extent of the drawings and specifications.
- .2 Work under this Contract shall also include, but not necessarily be limited to:
 - .a Moisture testing of substrates
 - .b Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas in accordance with industry standards
 - .c Specific pre-treatments noted herein
 - .d Sealing/priming surfaces for repainting
 - .e Provision of safe and adequate ventilation as required over and above temporary ventilation supplied by others, where toxic and/or volatile/ flammable materials are being used
 - .f Lifts, scaffold, platforms, and housekeeping services
- .3 Refer to drawings and project documents for type, location, and extent of interior repainting required, and include all touch- ups necessary to complete work shown, scheduled, or specified.
- .4 This Section along with the drawings, forms part of the Contract documents and is to be read, interpreted, and coordinated with all other parts.

1.2 Quality Assurance:

- .1 This Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that they will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable interior repainting jobs including, name, location, specifying authority/project manager, start/ completion dates, and value of the work.
- .2 All materials, preparation, and workmanship shall conform to industry standards
- .3 All interior repainting work shall be inspected by the owner. The painting contractor shall notify the owner a minimum of two weeks prior to commencement of work and provide a copy of the project painting plans, and agreed to schedule.
- .4 All surfaces requiring repainting shall be inspected by the Painting Contractor who shall notify the owner in writing of any defects or problems, prior to commencing repainting or after preparation work.

Fairmont State University Request for Bids Continuation Sheet	Page:02	RFB No. RFB-454

1.3 Regulatory Requirements:

- .1 Conform to workplace safety regulations for storage, mixing, application, and disposal of all paint-related materials to requirements of those authorities having jurisdiction.
- .2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- .3 Fully cooperate at all times with the requirements of the owner in the performance of their duties, including providing **access and assistance as required to complete inspection work.**
- .4 To reduce the number of contaminants entering waterways, sanitary/ storm drain systems or into the ground the following procedures shall be strictly adhered to:
 - .a Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - .b Retain cleaners, thinners, solvents, and excess paint and place in designated containers and ensure proper disposal.
 - .c Return solvent and oil-soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
 - .d Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
 - .e Empty paint cans are to be dry prior to disposal or recycling (where available).
 - .f Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well-ventilated fire-safe area at moderate temperature.
- .5 Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.

1.4 Mock-Ups:

- .1 When requested by the owner, prepare and repaint a designated interior surface, area, room or item to requirements specified herein, with specified paint or coating showing selected colors, gloss/ sheen, texture and workmanship. When approved, interior surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-site repainting work.

1.5 Submittals:

- .1 All submittals shall be in accordance with the requirements of these specifications.
- .2 Submit list of all painting materials to the owner for review prior to ordering materials.
- .3 Submit two sets of Safety Data Sheets (SDS) prior to commencement of work for review and for posting at job site as required.
- .4 When repainting occupied areas, submit work schedule for various stages of work for the owner's review and approval if requested. See drafted/ preferred schedule.
- .5 At project completion provide an itemized list complete with manufacturer, paint type and color coding for all colors **used for Owner's later use in maintenance.**
- .6 At project completion provide properly packaged maintenance materials as noted herein and obtain a signed receipt.

Fairmont State University	Page:03	RFB No. RFB-454
Request for Bids Continuation Sheet		

1.6 Product Delivery, Storage and Handling:

- .1 When applicable, deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well-ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45°F (7°C). Only material used on this project to be stored on site.
- .3 Where toxic and/or volatile/ explosive/ flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers.
- .5 Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.

1.7 Project/ Site Requirements:

- .1 UNLESS specifically pre-approved by the owner and the applied product manufacturer, perform no interior repainting work when interior ambient air and substrate temperatures and humidity level exceeds manufacturer's stated limits.
- .2 Perform no interior repainting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements.
- .3 Test suspect surfaces (concrete, masonry, plaster and wood surfaces) for moisture and alkalinity as required. Conduct all moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test". The maximum moisture shall not exceed:
 - .a 12 % for concrete and masonry (clay and concrete brick/ block).
 - .b 15% for wood.
 - .c 12 % for plaster and gypsum board.
- .4 Apply paint only to dry, clean, and adequately prepared surfaces

1.8 Scheduling:

- .1 Schedule interior repainting operations to prevent disruption of occupants in and about the building. See drafted/ preferred schedule. Obtain written authorization from owner for changes in work schedule.
- .2 Schedule work such that painted surfaces **will** have dried before occupants are affected.

Fairmont State University	Page:04	RFB No. RFB-454
Request for Bids Continuation Sheet		

PART 2 - PRODUCTS

2.1 Materials:

- .1 All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be from a single manufacturer for each system used.
- .2 All materials and paints shall be lead and mercury free.
- .3 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc.
- .4 Where required, paints and coatings shall meet flame spread and smoke developed ratings designated by local Code requirements and/or authorities having jurisdiction.

2.2 Equipment:

- .1 Painting Equipment: shall meet best trade standards for type of product and application.
- .2 Spray-Painting Equipment: of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

2.3 Mixing and Tinting:

- .1 Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.

2.4 Finish and Colors:

- .1 Colors shall be selected by the owner from a manufacturer's full range of colors.

Generally and unless otherwise specified herein the quantity of colors and finishes shall be based on the following criteria:
- .2 Repaint walls within rooms following finish schedule and project documents.
- .3 Corridors shall be repainted according to the finish schedule and project documents.
- .4 Unless noted otherwise, wall, ceiling, bulkhead, door & door frame surfaces shall be repainted in accordance with Sheet 002A and 004.

Fairmont State University	Page:05	RFB No. RFB-454
Request for Bids Continuation Sheet		

PART 3 • EXECUTION

3.1 Condition of Surfaces:

- .1 Prior to commencement of repainting work, thoroughly examine and test as required all interior conditions and surfaces scheduled to be repainted and report in writing to the Owner any conditions or surfaces that will adversely affect work of this section.

3.2 Preparation of Surfaces:

- .1 Prepare all interior surfaces for repainting in accordance with specific requirements for the following:
 - .a **environmental conditions.**
 - .b pH testing.
 - .c acid etching.
 - .d rust stain removal.
 - .e mildew removal.
 - .f vertical concrete surfaces.
 - .g **concrete masonry units.**
 - .h gypsum board
- .2 Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature **requirements.**
- .3 Remove and securely store all miscellaneous hardware and surface fittings/ fastenings (e.g. electrical plates) from surfaces, prior to repainting and replace upon completion. Carefully clean and replace all such items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes).
- .4 Protect all adjacent interior surfaces and areas, including rating and instruction labels on doors, frames, equipment, piping, etc., from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

3.3 Application:

- .1 Do not commence repainting unless substrates are acceptable and until all environmental conditions (heating, ventilation, and lighting) are acceptable for applications of products.
- .2 Apply primers and paints in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- .3 Primer and paint coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and **in accordance with manufacturer's recommendations.**
- .4 Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- .5 To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.

Fairmont State University	Page:06	RFB No. RFB-454
Request for Bids Continuation Sheet		

3.4 Interior Finish / Coating Systems:

Paint interior surfaces in accordance with the following requirements:

- .1 **Concrete Vertical Surfaces:**
Institutional low odor/ low VOC semi-gloss finish.
- .2 **Concrete Masonry Units:** (smooth and single score emu)
Institutional low odor / low VOC semi-gloss finish.
- .3 **Plaster and Gypsum Board Surfaces:** (gypsum wallboard, drywall, sheet rock type material, etc.)
Institutional low odor / low VOC semi-gloss finish.
- .4 **Hollow Metal Door Frames:**
Institutional low odor/ low VOC semi-gloss finish.
- .5 **Wooden Hollow Body Door:**
Institutional low odor/ low VOC semi-gloss finish.

3.5 Field Quality Control / Standard of Acceptance:

- .1 All surfaces, preparation and paint applications shall be inspected by the owner.
- .2 Repainted interior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the owner:
 - .a brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - .b evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
 - .c damage due to touching before paint is sufficiently dry or any other contributory cause.
 - .d damage due to application on moist surfaces.
 - .e damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
- .3 Repainted surfaces rejected by the inspector shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

Fairmont State University	Page:07	RFB No. RFB-454
Request for Bids Continuation Sheet		

3.6 Protection:

- .1 Protect all newly painted surfaces from condensation, contamination, dust, and extreme temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time **requirements.**
- .2 Erect barriers or screens and post signs to warn, limit or direct pedestrian traffic away or around work area as required.

3.7 Clean-up:

- .1 Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- .2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris
- .3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- .4 Clean equipment and dispose of wash water/ solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.