


Request for Bids	 <p style="text-align: center;"> Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2822 </p>	Bid # R1901405
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Vendor: FEIN/SSN:	Phone: Fax:	For information contact: Purchasing Contact: Harold R. Sanders Email: sanders13@marshall.edu & purchasing@marshall.edu Phone: (304) 696-2822
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND (1) COPY, SIGNED IN FULL IN INK, AND RECEIVED IN THE OFFICE OF PURCHASING TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 01/15/2019	MANDATORY PRE-BID MEETING 10:00 a.m. on 01/29/19 MUSOM 2 nd Floor Conference Room	DEPARTMENT REQUISITION NO. R1901405	BIDS OPEN: 3:00 p.m. on 02/12/19	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
<p style="text-align: center;"><u>REQUEST FOR BID</u></p> <p>Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:</p> <p style="text-align: center;"> MARSHALL UNIVERSITY SCHOOL OF MEDICINE BOILER AND CHILLER REPLACEMENT HUNTINGTON, WV </p> <p>All bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Bids issued by Marshall University's Office of Purchasing.</p> <p>Bidding Documents may be obtained from: C&B Blueprint 824 Sixth Street Huntington, WV 25701 phone: 304-525-2175</p>				
Total				

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days	Bidder's name Vendor _____ Signed By _____
FOB _____ Terms _____ After receipt of order at address shown	Typed Name _____ Title _____
	Street Address _____ City/State/Zip _____ Date _____ Phone _____

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

SCOPE OF WORK

This project is located at the Marshall University School of Medicine at Cabell Huntington Hospital in Huntington, West Virginia. The scope of work for the MUSOM chiller and Boiler replacement consists of all work required to remove and replace one chiller located in the basement of the Marshall University School of Medicine. Included in the scope is all necessary piping, wiring, controls, and devices necessary for a complete operating system. Alternate No. 1 will consist of using a more efficient chiller. Alternate No. 2 will include all work required to remove and replace one existing boiler including all necessary piping, wiring, controls and devices for a complete operating system. The chiller and boiler are located in the southeast basement of the complex. The project will be bid as a single prime contract and all necessary electrical and general construction work required to complete the project is to be included in the scope of work. The required work is detailed on the drawings and in the project specifications.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

If any real property or structure thereon is provided or improved, this assurance shall obligate the Provider, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Provider for the period during which it supplies such goods or services.

The Provider recognizes and agrees that such right to provide property, goods, or services to the State will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Provider, its successors, transferee, and assignee, or any authorized person on behalf of the Provider.

Marshall University reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications and/or contract.

Any request for changes or corrections to the final contract must be submitted in writing to the Office of Purchasing in order to be considered. The unit prices on all contracts not containing a price adjustment agreement will be considered firm for the life of the contract unless an amendment in writing is agreed to by both parties to the contract.

All purchases of tangible personal property incorporated into a building or other structure at Marshall University are subject to the West Virginia consumer sales tax. The tax of 7% is applicable to materials only. However, vendors must register with the City of Huntington and pay a business and occupation tax of 2% on the total contract price.

Marshall University may reject, revoke, or cancel this contract or any part thereof, and, in the absence of provisions for liquidated damages as set forth in the body of this contract, shall have the right to recover any and all damages sustained as the result of the vendor's failure to perform, in whole or in part, the terms and conditions of this contract. The State may withhold from any remittance due the vendor under the terms and conditions of this contract an amount equal to the damages sustained by such failure of performance on the part of the vendor.

Marshall University is not liable for any expenses incurred by bidders in the preparation or presentation of bids.

All bids must be signed in the original by the bidder's representative.

Marshall University School of Medicine Boiler and Chiller Replacement

Requests for bids may be canceled prior to the opening of bids as determined in writing by the Director of Purchasing and Materials Management.

All vendors submitting bids must have paid the annual fee and be registered to do business with the State of West Virginia. If you are not currently registered, please call the person listed below and request a Vendor Registration Form (WV-1). If you are already registered, please list the 9 digit number here: _____.

For further information regarding the purchasing process, please contact **Harold Sanders** at 304-696-2822.

The vendor warrants that all goods and services furnished will be designed, constructed, and performed so as to comply with the William Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority which as of the date of this agreement will apply to the goods and services furnished hereunder.

The vendor warrants that all chemical substances sold by it to Marshall University comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities.

The vendor shall furnish Marshall University Safety Office with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any product which the vendor sells or offers for sale to Marshall University. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29CFR1910.1200.

It is the intention of Marshall University not to purchase any products which contain asbestos or asbestos components in the equipment or materials to be supplied by the vendor. The vendor warrants that all equipment and materials to be supplied by the vendor under this contract are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the vendor and specifically accepted in writing by the University.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

Technical questions concerning the Bidding Documents should be directed to the Architect:

Jim Kulick
Scheeser Buckley Mayfield
330-896-4664

A \$100.00 deposit is required for each set. Bidders are limited to two (2) sets each. Deposits will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents, in good condition, to the Architect within ten (10) days following the Bid opening. Bidders and materials suppliers may procure additional sets of Bidding Documents at actual cost. Only complete sets will be issued.

A pre-bid meeting is scheduled for:

Time: **10:00am**
Date: **29 January 2019**
Place: **Marshall University**
School of Medicine 2nd floor Conference Room
1600 Medical Center Drive
Huntington, WV 25701

Attendance is mandatory to the following contractors: Mechanical and electrical. All Bidders must attend the pre-bid meeting to familiarize themselves with the project location, site conditions, and other relevant information. Should any Bidder fail to attend, their Bid will be disqualified.

Bids shall be submitted on the Form of Proposal bound in the Bidding Documents. Each Bidder is required to obtain a Request for Bids from the appropriate buyer, Marshall University's Office of Purchasing, and to follow all instructions contained therein. The Request for Bids should be stapled to the front of the Form of Proposal and submitted with the Bid.

Bidders must acknowledge receipt of each addendum in the space provided on the Form of Proposal or their Bid may be rejected.

A certified check in the amount of five percent (5%) of the total Bid, or a satisfactory Bid Bond furnished by a solvent surety company authorized to do business in the State of West Virginia in an amount equal to five percent (5%) of the total Bid, must be submitted by each Bidder with his Bid.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

Sealed Bids shall be received by the Owner at the following location until **3:00pm** on **12 February 2019** in accordance with the Instructions to Bidders, the Supplementary Instructions to Bidders, and Request for Bids. Bids shall be mailed or hand delivered to:

Office of Purchasing
Old Main – Room 125
Marshall University
One John Marshall Drive
Huntington, West Virginia 25755

Each Bid shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked:

SEALED BID

Proposal for: **Marshall University School of Medicine
Boiler and Chiller Replacement**

File Number: **HRS**
Requisition Number: **R1901405**
Time of Bid Opening: **3:00pm**
Date of Bid Opening: **12 February 2019**

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration. Bids will be rejected from any vendor not properly registered with the Purchasing Section prior to issuance of a Purchase Order.

West Virginia State Code §21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue the Contractor License. Application for a Contractor License may be made by contacting the West Virginia Department of Labor, 1800 Washington Street East, Charleston, WV 25305, telephone 304-558-7890.

West Virginia State Code §21-11-11 requires any prospective Bidder to include the Contractor License number on their Bid. The successful Bidder will be required to furnish a copy of their Contractor License prior to issuance of Purchase Order/Contract.

To the extent allowed by West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid or Bids and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required bid security or by other data required by the

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

Bidding Documents; to reject any condition of the Bid by a Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents, or to reject a Bid that is in any way incomplete or irregular.

Bids may not be modified or withdrawn for a period of sixty (60) days after receipt of Bids without forfeiture of Bid security, not as a penalty but as liquidated damages.

The successful Bidder will be required to execute a Contract, provide a Performance Bond and a Labor and Material Payment Bond for 100% of the contract award, comply with all of the rules and regulations of the West Virginia Worker's Compensation Fund, and provide evidence of insurance coverage to the minimum limits required by the Contract Documents.

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 as established for Cabell County, pursuant to West Virginia Code §21-5-1 et. seq.

Any work performed or any material contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete by **14 June 2019** and agrees to achieve Final Completion by **12 July 2019**.

Note: For final payment please refer to section 5.2 Final Payment of AIA Document A101-2017

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner \$500.00 per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

END OF INVITATION TO BID

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT
OF CONSTRUCTION PROJECT ADDENDA

The architect/engineer and/or agency shall be required to abide by the following schedule in issuing construction project addenda for State agencies:

1. The architect/engineer shall prepare the addendum and a list of all parties that have procured drawings and specifications for the project. The addendum and list shall be forwarded to the Buyer in Marshall University Purchasing and Materials Management. The architect/engineer shall also send a copy of the addendum to the State agency for which the contract is issued.
2. The Buyer shall send the addendum to all interested parties and, if necessary, extend the bid opening date. Any addendum must be received by the Buyer within seven (7) days prior to the bid opening date. This requirement shall apply to all addenda except those issued under extenuating circumstances.
3. All addenda MUST be formally acknowledged by all bidders and submitted to Marshall University Purchasing and Materials Management. The same rules and regulations that apply to the original bidding document shall also apply to an addendum document. The only exception may be for an addendum that is issued for the sole purpose of changing a bid opening time/or date.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

Requisition No.: R1901405

ADDENDA ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addenda and have made the necessary revisions to my proposal, plans, and/or specifications, etc.

Addenda:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the each Addendum is cause for rejection of bids.

Signature

Company

Date

Marshall University School of Medicine Boiler and Chiller Replacement

NOTICE TO PROCEED: This Contract is to be performed as specified on Page 7 of this document. Unless otherwise specified, the fully executed Purchase Order will be considered Notice to Proceed.

CANCELLATION: The Director of Purchasing reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the Bid and Contract herein.

WAGE RATES: The Contractor or Subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for Cabell County, pursuant to West Virginia Code §21-5-1, et seq.

ARBITRATION: Any references made to arbitration or interest for payments due (except for any interest required by State law) contained in this Contract or in any American Institute of Architect's documents pertaining to this Contract are hereby deleted.

WORKER'S COMPENSATION: Compliance is required with all rules and regulations of the West Virginia Compensation Commission.

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

- [X] **INSURANCE:** Successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a Contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$1,000,000. See attached ACORD Certificate.
- [X] **BUILDERS RISK INSURANCE:** Successful vendor shall furnish proof of Builders Risk – All Risk Insurance in an amount equal to 100% of the Contract.
- [X] **BONDS:** Five percent (5%) of the total amount of the Bid payable to the State of West Virginia, shall be submitted with each Bid as a Bid Bond. The successful bidder shall also furnish a Performance Bond and Labor/Material Bond for 100% of the amount of the Contract. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the State of West Virginia. A letter of credit submitted in lieu of a Performance and Labor & Material Bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable in lieu of the 5% Bid Bond, Performance Bond, or Labor/Material Bond.
- [] **MAINTENANCE BOND:** A two (2) year Maintenance Bond covering the roofing system will be a requirement of the successful vendor.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

NON-APPROPRIATION

Pursuant to the West Virginia Constitution, the State cannot enter into any contract or agreement which would obligate the Legislature beyond the current fiscal year. Therefore, goods to be delivered and/or services to be performed under this contract or agreement are to be continued in succeeding fiscal years for the term of the contract or agreement and any subsequent renewals, contingent upon funds being appropriated by the Legislature for the goods and/or services. In the event of non-appropriation of funds for the goods and/or services, the payments including any interest, shall be canceled in whole, without penalty to the State at the end of the then current fiscal year, with this contract or agreement becoming null and void after June 30. The State shall return any equipment not paid for to the vendor, together with a release of the State's title and interest therein. The State spending unit will make reasonable efforts to obtain the necessary funds to avoid cancellation of the contract or agreement, and will provide written notice to the vendor in the event of non-appropriation thirty (30) days prior to the end of the fiscal year in which such non-appropriation for the next fiscal year occurs.

However, in accordance with §12-3-12 of the West Virginia Code, appropriations for buildings and land shall remain in effect, and shall not be deemed to have expired until the end of the three years after the passage of the act by which such appropriations are made.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

1. Except when authorized by the Director of the Purchasing Division pursuant to Subsection 2 below, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. As used in this contract.
 - a. "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.
 - c. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.
2. The Director of the Purchasing Division may, in writing, authorize the use of foreign steel products if:
 - a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
3. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code §5A-3-56.

DOMESTIC ALUMINUM, GLASS, & STEEL IN PUBLIC WORKS PROJECTS

In accordance with West Virginia Code §5-19-1 et. seq., every contract for construction, reconstruction, alteration, repair, improvement, or maintenance of public works, where the cost is more than \$50,000 and, in the case of steel only, where the cost of steel is more than \$50,000 or where more than 10,000 pounds of steel products are required, the State will accept only aluminum, glass, or steel products produced in the United States. In addition, items of machinery or equipment purchased for use at the site of public works shall be made of domestic aluminum, glass, or steel unless the cost of the project is less than \$50,000 or less than 10,000 pounds of steel are used in public works projects.

Foreign made aluminum, glass, or steel products may be accepted only if the cost of domestic products is found to be unreasonable. Such cost is unreasonable if it is 20% or more higher than the bid price for foreign made products. If the domestic aluminum, glass, or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, foreign products may be supplied only if domestic products are 30% or more higher in price than the foreign made products.

If, prior to the award of a contract under the above provisions, the spending officer of the spending unit determines that there exists a bid for like foreign aluminum, glass, or steel that is reasonable and lower than the lowest bid for domestic products, the spending officer may request, in writing, a re-evaluation and reduction in the lowest bid for such domestic products. All vendors must indicate in their bid if they are supplying foreign aluminum, glass, or steel.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

CONTRACTOR LICENSE

West Virginia State Code §21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue the Contractor License. Application for a Contractor License may be made by contacting the West Virginia Department of Labor, Building 6, Room 749B, Capitol Complex, Charleston, West Virginia 25305, telephone: (304)558-7890.

West Virginia State Code §21-11-11 requires prospective bidder to include the Contractor License number on their bid.

Bidders to Complete:

Contractor's Name _____

Contractor License No. _____

The successful bidder will be required to furnish a copy of their Contractor License prior to issuance of a Purchase Order/Contract.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

LICENSING REQUIREMENT

1. The prime contractor who is awarded this contract is required to submit a list of all subcontractors on this project to:

West Virginia Division of Labor
 Building 6, Room 749B, Capitol Complex
 Charleston WV 25305

2. The prime contractor must further notify all subs of their responsibility to register with:

West Virginia State Tax Department	(304) 558-3333
Workforce West Virginia	(304) 558-2677
Office of Insurance Commissioner Workers' Compensation	(304) 558-6279 x1202
Secretary of State	(304) 558-8000
West Virginia Division of Labor	(304) 558-7890
West Virginia Small Business Development Center	(304) 558-2960

A Contractor License to work in West Virginia will be issued to subs only after they have registered with each of the above agencies.

3. Every contractor who has been in business in West Virginia less than five years is required to furnish a bond to cover wages and fringe benefits for its employees. For further information, please contact the Wage and Hour Division at (304) 558-3797.

MARSHALL UNIVERSITY
CRITERIA FOR SELECTION OF LOWEST QUALIFIED BIDDERS
AWARD OF BIDS

Pursuant to the laws of the State of West Virginia, Marshall University must award bids only to the lowest qualified bidder. Therefore, Marshall University must consider the following factors, and the information from the Contractors Qualification Statement (AIA Document A305-1986), when making a determination as to whether a contractor's bid is not only the lowest, but the most qualified. Therefore, the apparent low bidder shall respond in writing to the following (17) items and provide a completed AIA Document A305-1986 (Contractors Qualification Statement) to the Owner within three (3) days after the bid opening. These documents will be used in the bid evaluation process.

1. The years of experience the bidder has in the construction, renovation or building repair business.
2. The bidder's participation in a drug program that meets the objectives, applicable laws and regulations for a drug free workplace including the use of tobacco and alcohol on school properties.
3. The continuity, experience and skill of the bidder's work force and that of the bidder's designated subcontractors.
4. The bidder's performance on similar construction projects.
5. The bidder's ability to successfully complete projects within the proposed schedules and deadlines.
6. The bidder's participation in a bonafide joint apprenticeship program that is approved by the US Department of Labor, US Bureau of Apprenticeship Training and is administered in compliance with the rules and regulations of the WV Department of Labor. [See DOL 42-7-3.1(i)]
7. The bidder's history of compliance with Worker's Compensation and Unemployment Compensation laws.
8. The bidder's history of compliance with OSHA requirements.
9. The bidder's subcontractor's compliance with state regulatory agencies.
10. The bidder's history of compliance with fringe benefit contributions, i.e., health insurance and pension benefits.
11. The bidder's local hiring plan and history of compliance with the WV Jobs Act, (W. Va. Code, Chapter 21, Article 1C) regarding use of the local labor market.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

Criteria for Selection of Lowest Qualified Bidders

12. The bonding record of the bidder.
13. The bidder's participation as a party in any legal action where an awarded liability could negatively impact the ability of the bidder to complete this project.
14. The bidder's financial stability and its impact on the company's ability to complete the project.
15. The bidder can demonstrate it is not in default on a debt to the State or its political subdivision in aggregate more than \$1,000.
16. The bidder's history of change order requests.
17. Response from bidder's references and recommendations of other owners for whom the bidder has worked.

All of the above factors, as supported by the accompanying Contractors Qualification Statement, will be considered by Marshall University in determining the "best" most qualified bid. No single criteria will be considered the controlling factor in determining whether a bid is, or is not the "best" bid.

PURCHASING CONTINUATION SHEET

Marshall University School of Medicine Boiler and Chiller Replacement

WEST VIRGINIA FAIRNESS IN COMPETITIVE BIDDING ACT

Found in Chapter 5 Article 22 (§5-22-1) of the WV Code is the requirement for the apparent low bidder on projects exceeding \$250,000 to provide a list of all subcontractors who will perform more than \$25,000 of work on the project, including labor and materials, (provisions apply and may be found in the complete article). If no subcontractors are to be used to complete the project it will be so noted on the subcontractor list.

This information shall be provided to the Marshall University Office of Purchasing within one business day of the opening of bids for review prior to the award of a construction contract.

Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<p>PRODUCER</p> <p>INSURANCE AGENCY'S NAME AND ADDRESS</p>	<p>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.</p>
<p>INSURED</p> <p>CONTRACTOR'S NAME AND ADDRESS</p>	<p>INSURERS AFFORDING COVERAGE</p> <p>INSURER A: INSURER'S NAME</p> <p>INSURER B: INSURER'S NAME</p> <p>INSURER C: INSURER'S NAME</p> <p>INSURER D:</p> <p>INSURER E:</p>
<p>NAIC #</p>	

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

<p>CERTIFICATE HOLDER</p> <p>MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755</p>	<p>CANCELLATION</p> <p>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.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

ACORD™ 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 COMPANY B COMPANY C COMPANY D	
INSURED CONTRACTOR'S NAME AND ADDRESS		

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 <input type="checkbox"/> 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 TYPE OF POLICY <input type="checkbox"/> CRIME <input type="checkbox"/> BOILER & MACHINERY <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% \$ \$ \$ \$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

 PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES
 MARSHALL UNIVERSITY IS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER MARSHALL UNIVERSITY ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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
--	---

BID BOND PREPARATION INSTRUCTIONS

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

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

Bid Bond

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

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

NOW THEREFORE

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

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

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

Principal Seal _____ (O)
 (Name of Principal)
 (R) By _____ (S)
 (Must be President, Vice President, or Duly Authorized Agent)
 _____ (T)
 Title
 Surety Seal _____ (V)
 (Name of Surety)
 _____ (W)
 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.

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

WV-73
Approved / July 7, 2017



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

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

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

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

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

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

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 _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



HUNTINGTON
WEST VIRGINIA
An Exceptional City

Finance Division
 City Hall, P.O. Box 1659
 Huntington, WV 25717-1659
 Telephone: 304-696-5969
 Fax: 304-781-8350

Contractor and Subcontractor Requirements

- 1) All General Contractors and Subcontractors will need to obtain a Huntington Business License before conducting business in the city limits.
 - a. The Business License is \$90.00 per fiscal year (July 1 to June 30).
 - b. Forms can be found on the City of Huntington website at www.cityofhuntington.com.
- 2) You will need to provide the following documentation when applying for a business license:
 - a. A copy of your West Virginia Contractor's License from WV Division of Labor.
 - i. Website: www.wvlabor.com
 - b. A copy of your Certificate of Liability Insurance.
 - i. Provide documentation showing the General Liability is at least \$300,000/\$600,000.
 - ii. The City needs to be listed as the Certificate Holder. Please include our mailing address: P.O. Box 1659 Huntington, WV 25717.
 - c. A copy of your WV Business Registration Certificate from the WV State Tax Department.
- 3) A copy of the official contract between the General Contractor and the person initiating the project must be provided with your building permit application.
- 4) General Contractors will need to provide a list of Subcontractors with their contact information when applying for a permit.
 - a. General Contractors are liable for Business and Occupation Taxes that have not been filed by their Subcontractors.
- 5) All Contractors will need to file a Business and Occupation (B & O) Tax Return.
 - a. Business and Occupation Tax is 2% of the gross receipts on labor and materials.
 - b. You will need to list your Project Name, Location, and Gross Income on the back of the return (Schedule C).
 - i. Completing the form will ensure the General Contractor will receive the B&O Tax Releases in a timely fashion.
 - ii. Make sure to indicate on the form if there is no reportable activity during the filing period and return by the due date to avoid unnecessary delinquent notices.
- 6) City Service Fee (CSF) will need to be withheld from employees' paychecks.
 - a. The fee is \$5.00 per week for every week worked inside city limits.
 - b. CSF is required to be collected for each employee for every week that the employee has worked inside city limits regardless of the amount of time worked each week.
- 7) Effective January 1, 2012, WV Sales and Use Tax increased from 6% to 7% inside city limits.
 - a. For more information contact the WV State Tax Department at 1-800-982-8297.
- 8) General Contractors must submit a Request for Release for each Subcontractor once the project has been completed.

For additional information please contact:

City of Huntington:
 Business and Licensing: (304) 696-5969
 Inspections and Permits: (304) 696-5905
 Zoning: (304) 696-4438

State Agencies:
 WV State Tax Department: 1-800-982-8297
 WV Division of Labor: (304) 558-7890

BUSINESS LICENSE INFORMATION

City of Huntington
 P.O. Box 1659
 Huntington, WV 25717-1659
 Phone: (304) 696-5969 Fax: (304) 781-8350
www.cityofhuntington.com



In order to conduct business in the City of Huntington you must obtain a Municipal Business License. Any entity that requires a West Virginia Business Registration Certificate must get a Municipal Business License. The application may be obtained online at www.cityofhuntington.com, contact the Finance Division at the address listed above, or in person at City Hall, Room 20, 800 Fifth Avenue.

A business license is valid for one year starting from July 1 and ending June 30. A business license renewal will be sent out around the first of June each year. All business licenses expire on June 30th of each year. Business license fees are not prorated.

Below is a list of general information regarding the application process:

- All applicants must have a valid West Virginia Business Registration Certificate prior to obtaining a City of Huntington Business License.
 - The WV State Tax Department is located at 1124 Smith Street, Charleston, WV 25301, phone (304) 558-3333, or online at www.business4wv.com.
- The fee for the General Business License is \$20.00.
 - Exceptions include contractors, real estate, and businesses selling alcohol or have video lottery.
- If you occupy a physical location within the city, you will need a **Certificate of Occupancy** to ensure the location is approved for the particular activity being licensed.
- If you are working from your residence, a Home Occupation Permit is required. To begin this process, you may contact the Planning Technician at 304.696.4438.
- **Contractors:** All contractors, sub-contractors, and electrical contractors must provide a copy of their WV State Contractor's License and a Certificate of General Liability Insurance with the City of Huntington as the certificate holder.
- **Rental:** Any person(s) who furnishes a real property for lease or rent for any purpose, which includes Class 4 properties, is required to obtain a Business License.
- **Third Party Payroll Servicers** need to obtain a license for the payroll company as well as obtain a license for their client.
- A **Business and Occupation Tax Return** and **City Service Fee Form** will be mailed quarterly once the business license has been obtained.

BUSINESS LICENSE APPLICATION

City of Huntington
P.O. Box 1659
Huntington, WV 25717-1659
Phone: (304) 696-5969 Fax: (304) 781-8350
www.cityofhuntington.com



ATTENTION: In order to conduct business in the City of Huntington you must obtain a Municipal Business License. Please complete all sections to expedite the application process. All applicants must submit a valid West Virginia Business Registration Certificate with the business license application.

<i>Office Use Only</i>
Account Number: _____

Business Data	
Business Name: _____	
Business Federal Tax ID No. _____	SS No. (If no Federal Tax ID No) _____
Business Owner's Name: _____	Beginning Date of Business in Huntington: _____
Business Phone No. _____	WV State Tax Department Business Registration Acct. No: _____
Business Location: _____	
Mailing Address (if different than business location): _____	
Inside City Limits: <input type="checkbox"/> Yes <input type="checkbox"/> No	Contact Person for Tax & License Purposes: _____
Alternate Phone No. _____	Contact Phone No./Ext. _____
Payroll Provider: Yes <input type="checkbox"/> No <input type="checkbox"/>	Contact Email: _____
No. of Employees working inside city limits (include business owner): _____	
Give a brief description of your business activity within city limits: _____	

Business License Category			
Check applicable license category:			
<input type="checkbox"/>	1	General Business License	\$ 20.00
<input type="checkbox"/>	75	Rental General Business LLC	\$ 20.00
* If you own any rental property please complete the Real Estate Rental section on second page.			
<input type="checkbox"/>	11	Hawker/Peddler	\$ 20.00
<input type="checkbox"/>	27	Itinerant Vendor	\$ 500.00
<input type="checkbox"/>	28	Real Estate Broker	\$ 25.00
<input type="checkbox"/>	29	Real Estate Sales Agent	\$ 10.00
<input type="checkbox"/>	64	Contractor License	\$ 90.00
<input type="checkbox"/>	66	Electrical Contractor (Sole Proprietor)	\$ 20.00
* Contractors must attach a copy of West Virginia Contractor's License and Certificate of General Liability Insurance with City of Huntington as the Certificate Holder.			
Liquor Retail Outlet (Includes General Business License)			
<input type="checkbox"/>	62	Class A Store—Liquor License	\$1,120.00
<input type="checkbox"/>	63	Class B Store—Liquor License	\$1,120.00
Private Club (Includes General Business License)			
<input type="checkbox"/>	3	Less than 1,000 Members	\$ 620.00
<input type="checkbox"/>	4	More than 1,000 Members	\$1,370.00
<input type="checkbox"/>	5	Fraternal, Veterans, or Non-Profit Social Club	\$ 495.00
Beer (Includes General Business License)			
<input type="checkbox"/>	65	Brewery	\$ 520.00
<input type="checkbox"/>	6	Distributor	\$ 270.00
<input type="checkbox"/>	7	Dispenser or Club	\$ 120.00
<input type="checkbox"/>	8	Cold Package Carry-Out	\$ 120.00
<input type="checkbox"/>	9	Warm Pack Carry-Out	\$ 35.00
ATTACH A COPY OF WV ABC LICENSE			

Type of Business Ownership					
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	

Business Activity Classification (Check all that apply)					
<i>Proper classification of your business functions determines the correct license fees as well as Business and Occupation tax rate(s).</i>					
<input type="checkbox"/> Amusement	<input type="checkbox"/> Contracting	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Small Loans	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Banking	<input type="checkbox"/> Rental	<input type="checkbox"/> Service	<input type="checkbox"/> Retail, Restaurant	<input type="checkbox"/> Wholesale	

Real Estate Rental Business Only (Attach additional sheet, if necessary)					
Property Address	No. of Units	Tenant		Check One That Applies	
		Business	Residential	City Refuse	Dumpster*
<i>Example: 800 Fifth Avenue</i>	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Article 951 – Refuse collection services for all dwelling units within the limits of the City, exclusive of multifamily dwellings containing **5 or more units**, shall be provided by the City.

Owner Contact Information		
Home Address: _____		
Phone: (Mobile) _____	(Home) _____	
Print Name: _____	Applicant Signature: _____	Date: _____

Payments		
<input type="checkbox"/> Cash	<input type="checkbox"/> Check No. _____	<input type="checkbox"/> Credit Card
Credit Card Payments (Circle One): Discover / MasterCard / Visa		
CARD NUMBER: _____	EXP. DATE: _____	
SIGNATURE: _____	BILLING ZIP CODE: _____	
<i>Make checks payable to City of Huntington</i>	SHOW AMOUNT PAID HERE: \$ _____	

Please note: A Business and Occupation Tax Return and City Service Fee Form will be mailed quarterly once the business license has been obtained.

OFFICE USE ONLY (Business Setup Checklist)	
<input type="checkbox"/> Certificate of Occupancy	
<input type="checkbox"/> Home Occupation	
<input type="checkbox"/> B&O	
<input type="checkbox"/> CSF	
<input type="checkbox"/> Hotel/Motel	
<input type="checkbox"/> Amusement	
Completed By: _____	
Date Issued: _____	

Permitting Contract Policy

Date of Policy / Procedure Update: January 2, 2016

This Policy will ensure accurate and up-to-date information is being collected on projects throughout the city.

Definitions:

Contractor: a person who in any capacity for compensation, other than as an employee of another, undertakes, offers to undertake, purports to have the capacity to undertake or submits a bid to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, structure or excavation associated with a project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith, where the cost of the undertaking is two thousand five hundred dollars or more.

Subcontractor: a person who performs a portion of a project undertaken by a principal or general contractor or another subcontractor.

General Building Contractor: a person whose principal business is in connection with any structures built, being build or to be built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, requiring in the construction the use of more than two contractor classifications, or a person who supervises the whole or any part of such construction.

Policy:

Effective January 2nd 2016 there will be new criteria needed for persons applying for building permits. A copy of the official contract between the General Contractor and the person initiating the project must be provided to the permitting office.

The official contract(s) between the General Contractor and the subcontractors working on the project also need to be provided. These contracts should include the total amount (including labor and materials as applicable) each individual subcontractor and General Contractor will receive for the completion of the project. The contract(s) should also contain the name, phone number, and mailing address of the subcontractor or General Contractor.

If a copies of the contracts cannot be provided at the time the permit is being issued, the permitting office may accept a copy of the "Notice to Proceed" form. These forms should reflect the information provided in the official contract and should be provided for every contractor and subcontractor. If the contractor does not have a "Notice to Proceed" form a copy can be provided to them by the permitting office. If the contractor decides to use the "Notice to Proceed" form, the permitting office will need copies of the official contracts before Building Final will be issued.

These rules also apply to any subcontractor who in turn has their own subcontractors working on the same project. They too must supply copies of all official contracts between them, acting as a General Contractor, and their subcontractors.

This policy can be waived under the discretion of the Supervisor of Inspections & Permits Division

* Definitions can be found in West Virginia Code, Chapter Twenty-One, Article Eleven, West Virginia Contractor Licensing Act



HUNTINGTON
WEST VIRGINIA
 Department of Public Works

**APPLICATION FOR
 BUILDING PERMIT**

Huntington City Hall
 800 Fifth Avenue
 P.O. Box 1659
 Huntington, WV 25717

All applications to be submitted typed or legibly written in blue or black ink.

TYPE OF PERMIT

- | | | | |
|--------------------------------------|--|--|---|
| <input type="checkbox"/> Commercial | <input type="checkbox"/> New business | <input type="checkbox"/> Single Family | <input type="checkbox"/> Occupancy Cert. |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Existing business | <input type="checkbox"/> Multi-family | <input type="checkbox"/> Other (please describe): |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Construction | <input type="checkbox"/> Demolition | |

Site owner: _____ Phone: _____

Site address: _____ Email: _____

- | | | | |
|---|---------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> General contractor | <input type="checkbox"/> Lessee | <input type="checkbox"/> Owner | <input type="checkbox"/> Agent |
|---|---------------------------------|--------------------------------|--------------------------------|

Name: _____ Phone: _____

Address: _____ Email: _____

DESCRIPTION OF WORK

- | | | | | |
|-----------------------------------|-----------------------------------|-------------------------------|----------------------------------|--------------------------------|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Plumbing | <input type="checkbox"/> HVAC | <input type="checkbox"/> Framing | <input type="checkbox"/> Other |
|-----------------------------------|-----------------------------------|-------------------------------|----------------------------------|--------------------------------|

Work to be done: _____

Square footage of Structure: _____

Square footage of site: _____

CERTIFICATE OF USE AND OCCUPANCY

Business owner: _____ Phone: _____

Business name: _____

Site owner: _____ Phone: _____

Site owner address: _____

OTHER PERMITS

- | | | | |
|---------------------------------------|--|--------------------------------------|-------------------------------|
| <input type="checkbox"/> Right-of-way | <input type="checkbox"/> Special privilege | <input type="checkbox"/> Flood plain | <input type="checkbox"/> Sign |
|---------------------------------------|--|--------------------------------------|-------------------------------|

TOTAL COST OF LABOR AND MATERIALS : \$ _____

Providing false, incomplete, or misleading information on this application is subject to a \$500 fine.

Building permit: \$ _____
 Application fee: \$ _____
 Deposit: \$ _____
 Total: \$ _____

I acknowledge that the above information is true and correct to the best of my knowledge, and I agree to comply with all state, county, and city codes and ordinances.

Signature: _____ Date: ____ / ____ / 20

Clerk/Inspector: _____ Date of permit: ____ / ____ / 20



HUNTINGTON
WEST VIRGINIA
 Department of Public Works

SUBCONTRACTOR LIST

City Hall
 800 Fifth Avenue
 P.O. Box 1659
 Huntington, WV 25717

Instructions: Please complete and submit the subcontractor list with the building permit application.

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (*Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99*).

General Contractor: _____ Site Location: _____
 Phone Number: _____ Improvement Sq. Ft.: _____
 Email: _____ Total Job Cost: _____
 Project Name: _____ Permit #: _____
 (office use only)

Trade	Business name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Foundation/ Footer						\$
Masonry/ block/brick						\$
Framing						\$
Roofing						\$
Drywall						\$
Cabinetry/ Doors						\$
Windows						\$
Electrical						\$



HUNTINGTON
WEST VIRGINIA
 Department of Public Works

SUBCONTRACTOR LIST

Huntington City Hall
 800 Fifth Avenue
 P.O. Box 1659
 Huntington, WV 25717

Please Note: Verification of subcontractors, business name, address, phone number, and contracts must be submitted prior to receiving a permit or final inspection. Any subcontractor not on the list is subject to a STOP ORDER and/or fine of up to \$500 (Codified ordinances of the City of Huntington 752.08, 752.10, and 752.99).

Trade	Business Name:	Address:	Phone:	WV Contractor Number:	City of Huntington License Number:	Amount of contract:
Plumbing						\$
HVAC						\$
Painting/ Stucco						\$
Flooring tile/Carpet						\$
Landscaping						\$
Signage						\$
Alarm / Security						\$
Sprinkler system						\$
Glass storefront						\$
Concrete / Driveway						\$
Site						\$
Paving						\$
Siding						\$

Request for Release Business and Occupation (Gross Sales) Tax

Instructions: Please send Request for Release(s) to the City of Huntington Finance Division before final payment has been made to the subcontractor(s). If Business and Occupation Taxes have been paid by the subcontractor to the City of Huntington a signed copy of the Request for Release will be sent back to the General Contractor indicating the requested subcontractor can be paid their final payment.

Date: _____

Project Info

Name: _____
Address: _____
Owner (who is this being built for): _____
Project Start Date: _____
Project End Date (expected): _____
Brief Project Description: _____

General Contractor Info

Name: _____
Address: _____
Phone #: _____
WV State Contractor Lic Number: _____

Request Release for

Name of Subcontractor: _____
WV State Contractor Lic Number: _____
Federal Tax ID: _____
Address: _____
Work Start Date: _____
Work Finish Date(expected): _____
Amount of Contract: _____
Amount Paid: _____
Amount Due: _____

PURCHASING CONTINUATION SHEET

WEST VIRGINIA CODE

CHAPTER 5. GENERAL POWERS AND AUTHORITY OF THE GOVERNOR, SECRETARY OF STATE AND ATTORNEY GENERAL; BOARD OF PUBLIC WORKS; MISCELLANEOUS AGENCIES, COMMISSIONS, OFFICES, PROGRAMS, ETC.

ARTICLE 22. GOVERNMENT CONSTRUCTION CONTRACTS.

§5-22-1. Bidding required; government construction contracts to go to lowest qualified responsible bidder; procedures to be followed in awarding government construction projects; penalties for violation of procedures and requirements debarment; exceptions.

(a) This section and the requirements in this section may be referred to as the West Virginia Fairness In Competitive Bidding Act.

(b) As used in this section:

(1) "Lowest qualified responsible bidder" means the bidder that bids the lowest price and that meets, as a minimum, all the following requirements in connection with the bidder's response to the bid solicitation. The bidder shall certify that it:

(A) Is ready, able and willing to timely furnish the labor and materials required to complete the contract;

(B) Is in compliance with all applicable laws of the State of West Virginia; and

(C) Has supplied a valid bid bond or other surety authorized or approved by the contracting public entity.

(2) "The state and its subdivisions" means the State of West Virginia, every political subdivision thereof, every administrative entity that includes such a subdivision, all municipalities and all county boards of education.

(3) "State spending unit" means a department, agency or institution of the state government for which an appropriation is requested, or to which an appropriation is made by the Legislature.

(4) "Alternates" means any additive options or alternative designs included in a solicitation for competitive bids that are different from and priced separately from what is included in a base bid.

(c) The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. A vendor who has been debarred pursuant to sections thirty-three-b through thirty-three-f, inclusive, article three, chapter five-a of this code may not bid on or be awarded a contract under this section. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the State of West Virginia or its subdivisions.

(d) Following the solicitation of bids, the construction contract shall be awarded to the lowest qualified responsible bidder who shall furnish a sufficient performance and payment bond. The state and its subdivisions may reject all bids and solicit new bids on the project.

(e) Any solicitation of bids shall include no more than seven alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form: *Provided*, That a public entity may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.

Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

(f) 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 with a state spending unit shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. This section does not apply to other construction projects such as highway, mine reclamation, water or sewer projects. The list shall include the names of the bidders and the license numbers as required by article eleven, chapter twenty-one of this code. This information shall be provided to the state spending unit within one business day of the opening of bids for review prior to the awarding of a construction contract. If the apparent low bidder fails to submit the subcontractor list, the spending unit shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid. A subcontractor list may not be required if the bidder provides notice in the bid submission or in response to a request for a subcontractor list that no subcontractors who will perform more than \$25,000 of work will be used to complete the project.

(g) Written approval must be obtained from the state spending unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

(1) The subcontractor listed in the original bid has filed for bankruptcy;

(2) The state spending unit refuses to approve a subcontractor in the original bid because the subcontractor is under a debarment pursuant to section thirty-three-d, article three, chapter five-a of this code or a suspension under section thirty-two, article three, chapter five-a of this code; or

(3) The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable or refuses to perform the subcontract.

(h) The contracting public entity may not award the contract to a bidder which fails to meet the minimum requirements set out in this section. As to a prospective low bidder which the contracting public entity determines not to have met one or more of the requirements of this section or other requirements as determined by the public entity in the written bid solicitation, prior to the time a contract award is made, the contracting public entity shall document in writing and in reasonable detail the basis for the determination and shall place the writing in the bid file. After the award of a bid under this section, the bid file of the contracting public agency and all bids submitted in response to the bid solicitation shall be open and available for public inspection.

(i) The contracting public entity shall not award a contract pursuant to this section 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. Any governmental entity may submit to the Division of Purchasing information which identifies vendors that qualify as being in default on a monetary obligation to the entity. The contracting public entity shall take reasonable steps to verify whether the lowest qualified bidder is in default pursuant to this subsection prior to awarding a contract.

(j) A public official or other person who individually or together with others knowingly makes an award of a contract under this section in violation of the procedures and requirements of this section is subject to the penalties set forth in section twenty-nine, article three, chapter five-a of the Code of West Virginia.

(k) No officer or employee of this state or of a public agency, public authority, public corporation or other public entity and no person acting or purporting to act on behalf of an officer or employee or public entity may require that a performance bond, payment bond or surety bond required or permitted by this section be obtained from a particular surety company, agent, broker or producer.

PURCHASING CONTINUATION SHEET

(l) All bids shall be open in accordance with the provisions of section two of this article, except design-build projects which are governed by article twenty-two-a of this chapter and are exempt from these provisions.

(m) Nothing in this section applies to:

(1) Work performed on construction or repair projects by regular full-time employees of the state or its subdivisions;

(2) Prevent students enrolled in vocational educational schools from being utilized in construction or repair projects when the use is a part of the student's training program;

(3) Emergency repairs to building components, systems, and public infrastructure. For the purpose of this subdivision, the term emergency repairs means repairs that if not made immediately will seriously impair the use of building components, systems, and public infrastructure or cause danger to persons using the building components, systems, and public infrastructure; and

(4) A situation where the state or subdivision thereof reaches an agreement with volunteers, or a volunteer group, in which the governmental body will provide construction or repair materials, architectural, engineering, technical or other professional services and the volunteers will provide the necessary labor without charge to, or liability upon, the governmental body.

§5-22-2. Designation of time and place for opening of bids; right to reject or withdraw bid; bid resubmission.

(a) The public entity accepting public contract bids shall, in its resolution providing for the contract or purchase and for the advertisement for bids, designate the time and place that the bids will be received and shall at that time and place publicly open the bids and read them aloud. No public entity may accept or take any bid, including receiving any hand delivered bid, after the time advertised to take bids. No bid may be opened on days which are recognized as holidays by the United States postal service. No public entity may accept or consider any bids that do not contain a valid bid bond or other surety approved by the State of West Virginia or its subdivisions.

(b) The provisions and requirements of this section, section one of article twenty-two of this chapter, the requirements stated in the advertisement for bids and the requirements on the bid form may not be waived by any public entity. The public entity may only reject an erroneous bid after the opening if all of the following conditions exist: (1) An error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the public entity involved, other than losing an opportunity to receive construction projects at a reduced cost; and (4) enforcement of the bid in error would be unconscionable. If a public entity rejects a bid, it shall maintain a file of documented evidence demonstrating that all the conditions set forth in this subdivision existed. If the public entity determines the bid to be erroneous, the public entity shall return the bid security to the contractor.

(c) A contractor who withdraws a bid under the provisions of this section may not resubmit a bid on the same project. If the bid withdrawn is the lowest bid, the next lowest bid may be accepted.

§5-22-3. Certain labor requirements not to be imposed on contractor or subcontractor.

(a) This section may be known and cited as The Fair and Open Competition in Governmental Construction Act.

(b) *Legislative findings.* -- The Legislature finds that to promote and ensure fair competition on governmental, governmental funded or governmental assisted construction projects that open competition in governmental construction contracts is necessary. The Legislature also finds that when a governmental entity awards a grant, tax abatement or tax credit that it should be an open and fair process. Therefore, to prevent discrimination against governmental bidders, offerors, contractors or subcontractors based upon labor affiliation or the lack thereof, the Legislature declares that project labor agreements should not be part of the competitive bid process or be a condition for a grant, tax abatement or tax credit.

PURCHASING CONTINUATION SHEET

(c) *Definitions.* -- For purposes of this section:

(1) "Construction" means the act, trade or process of building, erecting, constructing, adding, repairing, remodeling, rehabilitating, reconstructing, altering, converting, improving, expanding or demolishing of a building, structure, facility, road or highway, and includes the planning, designing and financing of a specific construction project.

(2) "Governmental entity" means the state, a political subdivision or any agency or spending unit thereof.

(3) "Project labor agreement" means any pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project.

(d) *Prohibition - Competitive bid.* -- Commencing July 1, 2015, a governmental entity or a construction manager acting on behalf of a governmental entity, seeking a construction bid solicitation, awarding a construction contract or obligating funds to a construction contract, shall not include the following in the bid specifications, bid requests, project agreements or any other controlling documents for the construction project:

(1) A requirement or prohibition that a bidder, offeror, contractor or subcontractor must enter into or adhere to a project labor agreement;

(2) A term, clause or statement that infers, either directly or indirectly, that a bidder, offeror, contractor or subcontractor must enter into or adhere to a project labor agreement;

(3) A term, clause or statement that rewards or punishes a bidder, offeror, contractor or subcontractor for becoming or remaining, or refusing to become or remain a signatory to, or for adhering or refusing to adhere to, a project labor agreement; or

(4) Any other provision dealing with project labor agreements.

(e) *Prohibition - Grant, tax abatement or tax credit.* -- Commencing July 1, 2015, a governmental entity may not award a grant, tax abatement or tax credit for construction that is conditioned upon a requirement that the awardee include any prohibited provision set out in subsection (d) of this section.

(f) *Exclusions.* -- This section does not:

(1) Prohibit a governmental entity from awarding a contract, grant, tax abatement or tax credit to a private owner, bidder, contractor or subcontractor who enters into or who is party to an agreement with a labor organization, if being or becoming a party or adhering to an agreement with a labor organization is not a condition for award of the contract, grant, tax abatement or tax credit, and if the governmental entity does not discriminate against a private owner, bidder, contractor or subcontractor in the awarding of that contract, grant, tax abatement or tax credit based upon the status as being or becoming, or the willingness or refusal to become, a party to an agreement with a labor organization.

(2) Prohibit a private owner, bidder, contractor or subcontractor from voluntarily entering into or complying with an agreement entered into with one or more labor organizations in regard to a contract with a governmental entity or funded, in whole or in part, from a grant, tax abatement or tax credit from the governmental entity.

(3) Prohibit employers or other parties from entering into agreements or engaging in any other activity protected by the National Labor Relations Act, 29 U. S. C. §§151 to 169.

(4) Interfere with labor relations of parties that are left unregulated under the National Labor Relations Act, 29 U. S. C. §§151 to 169.

(g) *Exemptions.* -- The head of a governmental entity may exempt a particular project, contract, subcontract, grant, tax abatement or tax credit from the requirements of any or all of the provisions of subsections (d) and (e) of this section if the governmental unit finds, after public notice and a hearing, that special circumstances require an exemption to avert an imminent threat to public health or safety. A finding of special circumstances under this subsection may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations or concerning employees on the project who are not members of or affiliated with a labor organization.

Note: WV Code updated with legislation passed through the 2017 Regular Session

The West Virginia Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has NOT been edited for publication, and is not in any way official or authoritative.

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 Obligee, 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.

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

Attorney General

This _____ day of _____ 20 _____.

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.**

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.

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

Attorney General

This _____ day of _____ 20 _____.

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.**