

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia University at Parkersburg (WVUP) Purchasing Division is soliciting bids on behalf of WVUP to establish a one year contract for asbestos removal with an additional two one-year renewal options. Sealed bids are due no later than 1:00 PM, Monday, November 13, 2023. A public bid opening will be held at that time.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means services to provide asbestos removal fully described by these specifications.
  
  - 2.2 **“Bid Form”** means the pages, attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Scope of Work:** Provide asbestos removal per specifications below.  
  

**Abatement of materials 1-260 sq. ft.**

Floor tile per sq. ft.-

Floor tile and mastic per sq. ft. –

**Abatement of materials greater than 260 sq. ft.**

Floor tile per sq. ft. –

Floor tile and mastic per sq. ft. –

**Removal of contaminated carpeting per sq. ft. -**

**Disposal of asbestos material in landfill per cubic yard –**

**Air samples each –**

**Set of air clearances –**

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

The College reserves the right to withdraw this RFQ at any time and for any reason. Submission of, or receipt by the College of proposals confers no rights upon the proposer nor obligates the College in any manner.

**4.2 Bid Form and Exhibits:** Vendor should complete the attached Bid Form that includes the not-to-exceed price for the work specified in section 3.1 Scope of Work. Additionally, the vendor should complete all forms included in the Exhibits attached. Vendors must complete the Bid Form and Exhibits in full as failure to submit a complete proposal will result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Bid Form to prevent errors in the evaluation.

#### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

#### 6. TIMING OF WORK:

**6.1 Expected Timing of Work:** This project will work in conjunction with various remodeling projects. Scheduling will need to be flexible with the contractor of the main project.

**6.2 Estimate of Time to Complete Job:** Please include in your response to this request for quotation an accurate estimate of the time necessary to complete the work as outlined in the scope of work.

**6.3 Warranty:** Please include a statement in your response regarding the warranty offered on parts and labor.

#### 7. VENDOR DEFAULT:

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Services in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

## **8. OTHER TERMS & CONDITIONS:**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

### **8.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the College.

### **8.2 Prohibition against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the College shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

### **8.3 Vendor Relationship:**

The relationship of the Vendor to the College shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for

the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the College for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the College, and shall provide the College with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the College.

#### **8.4 Indemnification:**

The Vendor agrees to indemnify, defend and hold harmless the College, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

#### **8.5 Contract Provisions:**

After the successful Vendor is selected, a formal contract document will be executed between the College and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

**8.6 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**8.7 Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the West Virginia University at Parkersburg is exempt from any taxes regarding performance of the scope of work of this contract.

**8.8 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The College will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the College, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

**8.9 Non-Appropriation of Funds**

If the College is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature or the Federal Government, the WVUP, or College may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The College shall give the vendor written notice of such non-allocation of funds as soon as possible after the College receives notice. No penalty shall accrue to the College in the event this provision is exercised.

**8.10 Contract Termination:**

The College may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The College shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the College shall issue the Vendor an order to cease and desist any

and all work immediately. The College shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated by the College with thirty (30) days prior notice.

### **8.11 Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the College and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the College and approved as to form by the West Virginia Attorney General's Office, if required, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the College, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the College a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

### **8.12 Agreement Addendum (Form WV-96) (Exhibit C)**

The Agreement Addendum (Form WV-96) are the standard State of West Virginia terms and conditions issued by the West Virginia Attorney General and must be agreed to by the successful vendor prior to receiving a contract/purchase order. No modifications may be made to these terms and conditions without written consent of the Attorney General.

## **9. EXHIBITS**

The following Exhibits are a binding part of this RFQ:

- Exhibit A – Bid Pricing Form
- Exhibit B – WV96
- Exhibit C – WV Contractor's License

**10. WVUP CONTACTS:**

Questions and proposals should be presented in writing to:

Jeannine Hetrick-Ratliffe, Chief Purchasing Officer  
300 Campus Drive  
Parkersburg, WV 26101  
Jeannine.ratliffe@wvup.edu