



**REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSALS (RFQ/RFP)**  
**FOR**  
**HAZARDOUS MATERIALS INVESTIGATION AND TESTING**  
**FOR**  
**KANAWHA COUNTY PUBLIC LIBRARY**  
**Main Library**



**December 7, 2016**

Submit Qualifications/Proposals to:

Kanawha County Public Library  
Attn: Alan Engelbert  
123 Capitol Street  
Charleston, WV 25301

## I. Introduction

The Kanawha County Public Library (Library or KCPL) is requesting Qualifications (RFQ) and Proposals (RFP) from experienced firms (Consultants) to conduct comprehensive hazardous materials investigation and testing of the Kanawha County Public Library's Main Library located at 123 Capitol Street in Charleston, West Virginia.

The Library's primary objectives are to:

- Investigate the building, both by non-invasive visual and selective destructive methods, to comprehensively evaluate the buildings for presence of any hazardous materials, including but not limited to, asbestos, lead, mercury, and PCBs;
- Provide recommendations for the abatement or mitigation of hazardous materials that may be identified; and
- Provide cost estimates for the abatement or mitigation of all hazardous materials identified.

## II. Background

The library, having outgrown its former downtown location at Lee, Hale and Dickenson Streets, moved and opened at its current location at 123 Capitol Street on January 4, 1967. The building, originally built in 1911 to house the Post Office, Federal Courtrooms and other government offices, was extensively renovated to serve as a library.

### Building Photos:



View from Capitol Street (main entrance)



View from corner of Capitol and Quarrier Streets

The following resources will be available for review by the selected Consultant:

- Various sets of drawings including the original 1911 building, 1965 renovations which converted the building to the Library and 2015 drawings for a boiler replacement.

### III. Scope of Work

The following Scope of Work provides for hazardous material surveying and testing (including but not limited to asbestos, lead, mercury, and PCB) for the Kanawha County Public Library – Main Library. Given the high level of use the building and presence of sensitive users, it may be necessary for some work to be conducted at night or on weekends. The scope of work includes but is not limited to environmental investigation (both visual and destructive), sampling, and testing for preparation of a comprehensive hazardous materials report. This includes, but may not be limited to, the following tasks:

- a. Establish an investigation approach and sampling method plan of the building in order to adequately and safely collect material samples for testing.
- b. Conduct building investigations to identify suspected hazardous substances and collect samples to support the investigation findings. Material collection shall be per established sampling plan and conducted by properly trained and certified personnel. The testing of material samples shall be completed by an accredited laboratory.
  - 1) The exterior survey shall include, but not be limited to, the building shell, exterior paint (where applicable), window assemblies, caulking, sealants, exposed waterproofing, roofing, underlayment, insulation, siding and other building materials suspected of containing asbestos, lead or other hazardous materials.
  - 2) The interior survey shall include, but not be limited to, flooring, paint, ceiling assemblies, caulking, sealants, window assemblies, partition assemblies, insulation, pipe insulation and other building materials suspected of containing asbestos, lead or other hazardous materials.
- c. Determine quantity and location of all hazardous materials on the project site, including asbestos, PCB, mercury, lead and other hazardous materials as defined by the State of West Virginia.
- d. Prepare a report of existing hazardous materials signed by the responsible professional for the project that the Library can use as a reference and guide for future repair, renovation or demolition work. The hazardous material report shall include the following minimum information:
  - 1) A description of the field activities, observations, and sampling protocols;
  - 2) Written description of locations, type, friability, and the physical condition of the assessed hazardous materials;
  - 3) Tabulated results of the sampling and analysis;
  - 4) A map indicating building materials sample locations and estimates of hazardous material quantities;
  - 5) A discussion of applicable Federal, State, and local laws and regulations;
  - 6) Procedures for proper and legal abatement or mitigation options (enclosure, encapsulation, etc.) of any hazardous materials that are discovered;
  - 7) A probable cost estimate for the legal abatement of any hazardous materials contained in the building, based on abatement for comprehensive remodeling or renovation of the building;
  - 8) Conclusions and recommendations concerning the assessed hazardous materials associated with the project building.

e. Other

- 1) **Consultative Meetings** The successful Consultant may be asked to participate in consultative meetings with Library administration, Board of Directors, and other relevant parties as necessary to review the investigation and testing procedures and their findings.
- 2) **Cost Analysis** The Consultant must be qualified to evaluate the remediation costs for the safe and legal removal of any identified hazardous materials
- 3) **Work Schedule** Consultant shall be expected to submit a draft hazardous material report to the Library by February 28, 2017.

#### **IV. Statement of Qualifications/Proposal**

Consultants shall submit six (6) copies and one (1) unbound copy of their response to the RFQ/RFP. The response shall be organized and include the information in the below outline:

##### **A. Cover Letter**

The cover letter is to be signed by an officer of the firm authorized to execute a contract with the Library.

##### **B. General Qualifications**

Provide a summary of the firm's qualifications, general information about the firm, location of office, years in business and areas of expertise. Provide a brief description of projects involving a similar scope of services. Consultant shall be certified to evaluate and provide recommendations for the abatement or mitigation of hazardous materials and have five or more years of experience performing similar work. Identify key staff and include a description of their abilities, qualifications and experience.

##### **C. Project Specific Approach and Methodology**

Consultant shall describe its understanding of the project and the proposed technical and management approach. Consultant shall expand on the scope of work if appropriate to accomplish the overall objectives of the project, and provide suggestions which might enhance the results or usefulness of the study. Include assumptions about the number of meetings needed with Library staff and other stakeholders to complete the Scope of Work. Consultant shall also include a schedule of work.

##### **D. References**

Consultant shall provide a list of references (three minimum) for the firm and any sub-consultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved.

**E. Rates**

Consultant shall include a cost proposal that includes all labor costs, overhead costs, sub-consultant costs, and an itemized list for direct expenses associated with completing the scope of work.

**F. Insurance**

Please be advised that the selected Consultant(s) shall be required to provide the following insurance coverage prior to the Library issuing a Notice to Proceed:

Commercial general liability at least as broad as (per occurrence) .....	\$1,000,000
(General aggregate) .....	\$2,000,000
Commercial auto liability at least as broad as (per accident) .....	\$1,000,000
Errors and omissions liability (per claim and aggregate) .....	\$1,000,000
Workers' compensation.....	Statutory Limits

**V. Consultant Selection Process**

Consultants submitting a response to the RFQ/RFP will be evaluated for selection based on the following criteria:

- Responsiveness to RFQ/RFP including cover letter, indication of general and specific interest, and the overall succinctness, quality and appearance of the response;
- Consultant's understanding of the project, proposed technical and organizational approach and methodology, and ability to successfully complete the scope of work within budget and on schedule;
- History of the Consultant's firm, including years in business, current number of professional personnel and years of experience of key staff;
- Consultant's experience and demonstrated work history conducting similar Hazardous Materials Investigations;
- Consultant's understanding of all applicable Health and Safety laws including but not limited to any applicable guidelines and requirements of the Environmental Protection Agency, the National Emission Standards for Hazardous Air Pollutants, and the Asbestos Hazard Emergency Response Act.
- Qualifications and current work load of key staff;
- Client references with addresses and telephone numbers; and
- Allocation of resources

Following evaluation of the responses to the RFQ/RFP by the Library, a short list of Consultants may be selected for interview.

**VI. General Information**

**1. PRE-BID CONFERENCE AND TOUR**

A pre-bid conference and tour is scheduled for Tuesday, December 20, 2016, 10:00 a.m. Contact Tim Venitsanos, Facilities Manager at (304) 343-4646, ext. 1291 for arrangements.

## 2. RFQ/RFP Response Submission

Responses shall follow the format and content specified above.

Responses should be labeled **“RFQ/RFP – Hazardous Materials Investigation and Testing for Kanawha County Public Library – Main Library”** and must be submitted to the Library at the address below by **4:00 p.m. on December 30, 2016:**

Kanawha County Public Library  
4<sup>th</sup> Floor Administration  
Attention: Alan Engelbert  
123 Capitol Street  
Charleston, WV 25301

Late submittals will be rejected and returned. All responses become the property of the Library upon submission.

## 3. SCHEDULE

RFQ/RFP issued December 7, 2016  
Pre-Bid Conference and Tour December 20, 2016, 10:00 a.m.  
Responses Due December 30, 2016, 4:00 p.m.  
Any interview of Consultants week of January 2, 2017, date and time TBD  
KCPL Board action January 9, 2017  
Draft Report Due February 28, 2017

## 4. Cost of Response Preparation

The Library shall not be liable for any pre-contractual expenses incurred by any respondent or by any selected Consultant. Each respondent shall protect, defend, indemnify, and hold harmless, the Library from any and all liability, claims or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ/RFP.

## 5. Amendments to RFQ/RFP and Waivers by Library

The Library reserves the right to amend the RFQ/RFP by addendum. If the Library deems it necessary, the submittal deadline will be extended to allow additional time to respond to the RFQ/RFP addendum. The Library reserves the right to accept or reject any or all responses to the RFQ/RFP, waive any irregularity and/or to require the respondent to verify, clarify or explain any part of the response submitted to the RFQ/RFP.

## 6. Professional Services Agreement

The responses submitted will be used to select the most experienced and qualified Consultant in the Board’s opinion. Consultants under final consideration may be interviewed by a committee and asked to make a presentation prior to the Library Board making a final decision on selection. An agreement or a fee schedule and a not to exceed amount for expenses will be negotiated by the Library Board with the selected Consultant. If an agreement cannot be negotiated with the selected Consultant, the Library Board may proceed to negotiations with the Consultant ranked second, discontinue the RFQ/RFP, restart the process, or take other action deemed proper.

## 7. Non-Commitment of the Library

This RFQ/RFP does not commit the Library to award an agreement, to pay any costs incurred in the preparation of a response to this request, or to produce or contract for services. The Library reserves the right to accept or reject any or all responses received as a result of this request, or to modify or cancel in part or in its entirety the RFQ/RFP if the Library determines it is in the best interests of the Library to do so.

## 8. Inquires

Inquiries concerning this RFQ/RFP should be directed to:

Kanawha County Public Library

Tim Venitsanos, Facilities Manager

(304) 343-4646, ext. 1291

[tim.venitsanos@kanawhalibrary.org](mailto:tim.venitsanos@kanawhalibrary.org)

## 9. STANDARD TERMS AND CONDITIONS (Request for Bids/Proposal/Contracts)

Following are Standard Terms and Conditions generally employed by KCPL to acquire goods, services or both. In the event of conflict between the terms provided above and the Standard Terms and Conditions, the terms provided above shall control.

### STANDARD TERMS AND CONDITIONS

#### (Request For Bids/Proposals/Contracts)

1.0 APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the Kanawha County Public KCPL system, hereinafter referred to as “the Library” or KCPL, acquires goods or services, or both.

1.1 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to and become a part of any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Further, the written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by KCPL.

1.2 DEFINITIONS: As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed,

they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. KCPL shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendors shall be held liable for any such undisclosed and unaccepted deviation or exception.

4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by KCPL.

5.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The Library reserves the right to increase or decrease quantities to meet actual needs.

6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. Shipments sent C.O.D. or freight collect will not be accepted.

7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Any increase proposed shall be submitted to the Library thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any KCPL official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 ACCEPTANCE-REJECTION: KCPL reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the Library. Submission of a proposal or a bid constitutes the making of an offer to contract and gives KCPL an option valid for 60 days after the date of bid opening by the Library.

8.1 Bids MUST be dated and time stamped by the Library Administrative Offices on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. All bids must be clearly labeled "Bookmobile Sealed Bid." Actual receipt in the office of the Accounting Services Coordinator is necessary; timely deposit in the mail system is not sufficient.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the Library on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, will be considered in determining responsibility.

10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by KCPL.

11.0 PAYMENT TERMS AND INVOICING: KCPL normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified, unless otherwise agreed in writing. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the Library of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by the Library while any such default or breach shall exist shall in no way impair or prejudice the right of the Library with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: Kanawha County Public Library system is exempt from payment of all federal tax and West Virginia state and local taxes on its purchases. The State of West Virginia Department of Revenue has issued tax exempt number **556000337006** to KCPL.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of West Virginia, and venue for any legal action between the parties shall be exclusively in Kanawha County Circuit Court. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the Library.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this agreement the contractor agrees not to discriminate against any person, whether an applicant or recipient of services, and employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The contractor shall provide an harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The contractor guarantees goods sold to KCPL were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will at its own expense defend every suit which shall be brought against KCPL (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the Library must fully comply with all safety requirements as set forth by the State of West Virginia and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

20.0 INSURANCE RESPONSIBILITY: The successful vendor who is providing services to Kanawha County shall:

20.1 Maintain worker's compensation insurance as required by West Virginia Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend KCPL, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which KCPL, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with KCPL, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of KCPL, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of West Virginia and licensed by the Offices of the west Virginia Insurance Commissioner, with liability coverage provided for therein in the amount of at least \$1,000,000.00 CSL (Combined Single Limits), Coverage afforded shall apply as primary. KCPL shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish KCPL with a certificate of insurance listing KCPL as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. The successful vendor shall furnish KCPL, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish KCPL with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or KCPL may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against KCPL upon any matter herein indemnified against, KCPL shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 KCPL reserves the right to require higher or lower limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: KCPL reserves the right to terminate any agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve KCPL of its responsibility to pay for services or goods provided or furnished to KCPL prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the Library to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Copies of bids may be available to the public immediately following the bid opening. Bid results and all files related to the bids may be obtained by visiting the Library administrative offices Monday - Friday, between 9:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret, KCPL will not release such records to the public without first making a reasonable attempt in good faith to notify the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, KCPL shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of KCPL.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret must be identified in writing. In any event bid prices will not be held confidential after award or contract.

23.0 PROMOTIONAL ADVERTISING: Reference to or use of KCPL, any of its departments or sub-units, or any KCPL official or employee for commercial promotion is prohibited, unless otherwise agreed to in writing.

24.0 ANTITRUST ASSIGNMENT: The contractor and KCPL recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by KCPL (purchaser). Therefore, the contractor hereby assigns to the Library any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

25.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTACTS: The successful bidder on a public works contract shall comply with the State of West Virginia prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. KCPL shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

25.1 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS: The successful bidder on a contract where payment to the contractor is based on the contractor's costs shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The Library shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.