



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
COR61364

PAGE
1

ADDRESS CORRESPONDENCE OR ATTENTION
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

RBS CONSTRUCTION INC
 MARK STUTLER
 4300 FIRST AVE
 NITRO WV 25143

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE REBID	TERMS OF SALE	SHIP VIA	FOB	PRICE TERM
07/30/2007				

BID OPENING DATE: 09/06/2007	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	LS	<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF CORRECTIONS TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A PRE-ENGINEERED METAL BUILDING AT THE MT. OLIVE CORRECTIONAL CENTER.</p> <p>MANDATORY ON-SITE PRE-BID: 8/22/2007; 1:30 PM MOUNT OLIVE CORRECTIONAL CENTER 1 MOUNTAINSIDE WAY MT. OLIVE, WV 25165</p> <p>PLANS & SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: SILLING ASSOCIATES, INC. 405 CAPITOL STREET, UPPER ATRIUM CHARLESTON, WV 25301 (304) 346-0565</p> <p>PRE-ENGINEERED METAL BUILDING</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-7552800 DATE: 9-13-07

TITLE: President FEN: 71-1023181 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS.

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
CR61364

PAGE
2

ADDRESS CORRESPONDENCE TO AVOID DELAY
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/30/2007				
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>PROCEED.</p> <p>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 HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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 ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p><input checked="" type="checkbox"/> INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p><input type="checkbox"/> BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-555-2800 DATE: 9-13-07

TITLE: President PER: 71-102318 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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ADDRESS CORRESPONDENCE DEPARTMENT OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE BIDENT	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/30/2007				
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(XX) 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 AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>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 ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-7552800 DATE: 9-13-07

TITLE: President FEN 71023181 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CR61364

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ADDRESS FOR CORRESPONDENCE (IF DIFFERENT FROM ABOVE)
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAIN SIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
07/30/2007						
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	U/P	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>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.</p> <p>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 DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION 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.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 304-755-2800	DATE 9-13-07		
TITLE President		FAX 71-1023181		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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Request for Quotation

RFQ NUMBER
COR61364

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ADDRESS FOR CORRESPONDENCE TO AGENT OR OFFICE
**JOHN ABBOTT
304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
MT. OLIVE CORRECTIONAL
CENTER
1 MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7213**

DATE PRINTED 07/30/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 09/06/2007	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(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 THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. 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 AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mark J. [Signature]* TELEPHONE: **304-552-8000** DATE: **9-13-07**

TITLE: **President** FEIN: **71-1023181** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER:
COR61364

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ADDRESS CORRESPONDENCE TO AWARD ONLY:
**JOHN ABBOTT
304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE

**DIVISION OF CORRECTIONS
MT. OLIVE CORRECTIONAL
CENTER
1 MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7213**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	WEIGHT UNITS
07/30/2007				
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	U/P	U/P NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1				8/28/07		
NO. 2				9/06/07		
NO. 3				NA		
NO. 4				NA		
NO. 5				NA		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
				SIGNATURE		
RBS Construction, Inc.				COMPANY		
9-13-07				DATE		
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS ENPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 304-752-8000 DATE: 9-13-07

TITLE: President FEIN: 71-1023181 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
COR61364

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ADDRESS CORRESPONDENCE TO A VENDOR OF
JOHN ABBOTT 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE PRINTED	07/30/2007	TERMS OF SALE	09/06/2007	SHIP VIA	FOB	QUANTITY		
BID OPENING DATE:				BID OPENING TIME		01:30PM		
LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT				
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: <i>RBS Construction, Inc.</i> CONTRACTORS LICENSE NO.: <i>WV 041980</i> THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 1/2005								
SEE REVERSE SIDE FOR TERMS AND CONDITIONS								
SIGNATURE	<i>[Signature]</i>			TELEPHONE	3047552800		DATE	9-13-07
TITLE	President			FERN	71-1023181		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CDR61364

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ADDRESS CORRESPONDENCE TO AN ITEM NUMBER
**JOHN ABBOTT
304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
MT. OLIVE CORRECTIONAL
CENTER
1 MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7213

DATE PRINTED	FORMED SALE	SHIP VIA	FOB	FREIGHT TERMS
07/30/2007				
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)</p> <p>REQ. NO.: CDR61364</p> <p>BID OPENING DATE: 9/6/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>304-755-3022</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>Mark J. Stutter</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mark J. Stutter* TELEPHONE: 304-755-2800 DATE: 9-13-07

TITLE: President FAX: 71-1023181 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
304-558-2544**

RFQ COPY
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DIVISION OF CORRECTIONS
MT. OLIVE CORRECTIONAL
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DATE PRINTED	TERM OR DATE	SHIP VIA	JOB	RFQ NO. TERMS
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BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		
LINE	QUANTITY	UNIT PRICE	ITEM NUMBER	AMOUNT
***** THIS IS THE END OF RFQ CDR61364 ***** TOTAL:				747,400.00
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE <i>[Signature]</i>		TELEPHONE 304-755-2800	DATE 9-13-07	
TITLE President		FBN 71-1023181	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

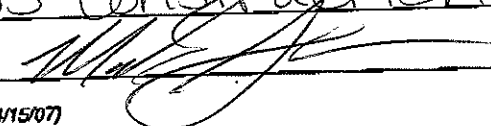
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: RBS Construction, Inc

Authorized Signature:  Date: 9-13-07

MOUNT OLIVE CORRECTIONAL COMPLEX
COMMAND CENTER
MOUNT OLIVE, WV

BID FORM

DATE: 9-13-07

TO THE OWNER: WV Division of Corrections
617 Leon Sullivan Way
Charleston, WV 25301

PROJECT: Requisition No. CR 61364
Mount Olive Correctional Complex
Command Center
Mount Olive, WV

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

BASE BID: General Construction

Seven hundred forty seven thousand
Four hundred and ⁵⁰/₁₀₀ Dollars (\$ 747,400.00)

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

UNIT PRICES

1. Excavation for Structures
Spec Section 02300, Paragraph 3.5.A. Unit of measurement: per cubic yard. 12.65/cy
2. Excavation for Utility Trenches
Spec Section 02300, Paragraph 3.7. Unit of measurement: per cubic yard. 23.00/cy
3. Engineered Fill
Spec Section 02300, Paragraph 2.1.G. Unit of measurement: per cubic yard. 16.50/cy
4. Drainage Fill
Spec Section 02300, Paragraph 2.1.H
Unit of Measurement: per cubic yard 53.00/cy

It is expressly agreed that the Work shall be started within seven (7) days of the Owner's Notice to Proceed. The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within 180 calendar days following receipt of the Owner's written Notice to Proceed and agrees to achieve Final Completion within 45 consecutive calendar days thereafter. I (We) further agree to pay as liquidated damages the sum of \$150 for each consecutive calendar day thereafter as herein provided in Article 9 of the Supplementary General Conditions and Division 1, Section 01100, Summary of Work.

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

Upon receipt of the Owner's written notice of the acceptance of this Bid, the Bidder agrees that he shall execute and deliver the bonds and insurance certificates as set forth in the Bidding Documents to the Owner, or the Bidder shall forfeit the security deposited with this Bid.


The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of Bids without forfeiture of the five percent (5%) bid security deposited with this Bid.

RESPECTFULLY SUBMITTED:

DATE: 9-13-07

WV VENDOR NO.: 410085835

CONTRACTOR LICENSE NO.: WV041980

BY: 
(SIGNATURE, IN INK)

TITLE: President

FIRM NAME: RBS Construction, Inc. (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: 4300 1st Ave Ste 200 Nitro, WV
25143

END OF BID FORM



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
COR61364

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2007				

BID OPENING DATE: 09/13/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS, AND EXTEND THE BID OPENING DATE TO 9/13/2007; 1:30 PM.						
ATTACHMENTS:						
1. ADDENDUM #01						
2. FENCE SPECIFICATIONS						
3. LISTING OF FENCING AND APPLICABLE ACCESSORIES						
4. PRE-BID SIGN-IN SHEET						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	304-755-2800	9-13-07
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
President	71-1023181	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

MEMORANDUM

TO: John Abbott, Buyer
West Virginia Division of Purchasing

FROM: Bill Wimer, Construction Manager
West Virginia Division of Corrections

DATE: August 25, 2007

RE: COR61364 – Addendum No. 1

The following information consists of Addendum No. 1 to the Mt. Olive Correctional Center Pre- Engineered Building Project.

- Item #1 Change Bid Opening date to September 13, 2007 @ 1:30pm.
- Item #2 Owner will supply fencing materials for barrier fence shown on Drawing C2. See attached list. Agency to supply gate, gate hardware, additional fencing and hardware not listed.
- Item #3 Fencing installation must comply with attached specifications.
- Item #4 Contractor may locate secure storage trailers in area next to Recreation Building.
- Item #5 All motorized equipment must be securable and parked in designated area at end of work shift.
- Item #6 Contractor must comply with all security procedures.
- Item #7 Owner will supply toilet facilities in Recreation Building.
- Item #8 Timeline for project will be 180 Calendar Days from to Notice to Proceed.

SECTION 11190 - SECURITY FENCING

PART I - GENERAL

1.1 DESCRIPTION

- A. The total scope of new fence work is approximately 400 linear feet. The Owner will furnish 10' high security fence including gate, posts, line posts, railings, fence fabric and accessories. The contractor shall furnish all labor, tools, and equipment necessary to complete all security fencing as shown on the Drawing C-2.
- B. Related Work Specified Elsewhere:
1. Cast-In-Place Concrete
 2. Metal Fabrication
 3. Security Hardware

1.2 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification. The publications are referred to in the text by the basic designation only.

- A. American Society for Testing and Materials (ASTM)
- | | |
|---------------------|---|
| ASTM A153-82 (1987) | Specification for Zinc Coating (Hot-Dip) On Iron and Steel Hardware |
| ASTM A392-89 | Zinc-Coated Steel Chain-Link Fence Fabric |
| ASTM A491-89 | Specification for Aluminum-Coated Steel Chain-Link Fence Fabric |
| ASTM A53-89a | Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses |
| ASTM A446-89 | Specification for Steel, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality |
| ASTM A824-86 | Specification for Metallic-Coated Steel Marcellled+ Tension Wire for Use with Chain-Link Fence |
| ASTM B117-90 | Method of Salt Spray (Fog Testing) |
| ASTM F567-84 | Practice for Installation of Chain-Link Fence |
| ASTM A121-86 | Zinc-Coated (Galvanized) Steel Barb Wire |
| ASTM C150-86 | Specification for Portland Cement |
| ASTM C33-86 | Specification for Concrete Aggregates |
- B. Federal Specifications (FS)
- | | |
|-------------|--|
| FS RR-F-191 | General . . . fencing, wire and post, metal (and gates, chain-link fence fabric and accessories) |
|-------------|--|

1.3 QUALITY ASSURANCE

- A. Provide fencing and gates as complete units controlled by a single source including necessary erection accessories, fittings and fastenings.
- B. Provide fencing and gates bearing the trademark of the Chain Link Fence Manufacturer's Institute.
- C. A minimum of three equivalent installations and five years of installation experience will be required of the fencing installer.

1.4 SUBMITTALS

- A. Documentation of installers experience: Submit references on three installations of similar scope. Include names and phone numbers of references.

1.5 COORDINATION

- A. Installer shall be available for a Coordination Meeting to be held at the job site and scheduled by the Contractor to review the material provided by the Owner and discuss the details of installation.

PART 2 - PRODUCTS (Supplied by Owner)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation of fencing shall meet the requirements of ASTM F567. Erect fencing in straight lines between angle points by skilled mechanics experienced in this type of construction. Erect in accordance with these Specifications and manufacturer's recommendations as approved in the shop drawings.
- B. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
- C. Excavation: Drill or hand excavate holes for posts to dimensions and spacings indicated. Excavation is to be in firm, undisturbed or compacted soil. Use post hole digger for posts.
1. If not indicated on drawings, excavate holes for each post to minimum diameters as recommended by fence manufacturer, but not less than four times the largest cross-section of the post.
 2. Unless otherwise indicated, excavate hole depths approximately 3" lower than post bottom, with bottom of posts set not less than 36" below finish grade surface.
 3. Setting posts in rock: Drill holes into solid rock 1" wider than pipe diameter, 18" deep for end, pull, corner and gate posts; 12" deep for line posts. Set posts into holes and fill annular space with non-shrink grout.
- D. Setting Posts: Center and align posts in holes 3" above bottom of excavation.
1. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - a. Unless otherwise indicated, extend concrete footings 2" above grade and trowel to a crown to shed water.
 - b. The top surface of the grade beam shall have a crown watershed finish, unless otherwise shown on the Drawings or unless field conditions require sloping in one direction in order not to trap water runoff.
 2. Provide corner or pull posts for any change in direction of 15E or more and for any abrupt change in grade, with bracing in both directions. All posts, including line posts and terminal posts, shall be installed such that if a 40-pound force is applied perpendicular to the fence line at the top of the post, the post will deflect not more than 2" at the top.
 3. Mechanically fasten post tops to posts as they are being installed to prevent rain water from collecting in posts during installation.
- E. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Center Rails: Provide center rails where indicated. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.

- G. **Brace Assemblies:** Install braces so posts are plumb when diagonal rod is under proper tension.
- H. **Tension Wire:** Install tension wires through post cap loops, if top rails are not indicated, before stretching fabric and tie to each post cap with not less than 6-gauge galvanized wire. Fasten fabric to tension wire using 11-gauge galvanized steel hog rings spaced 24" o.c.
- I. **Fence Fabric:**
1. When handling and installing fabric, support and brace as required to prevent deformation or any other damage of chain links.
 2. Fasten chain-link fabric to end posts with tension (stretcher) bars and tension (stretcher) bar bands at spacing herein specified. Fabric shall be installed such that it will pass the fabric tension test herein specified. Pull fabric taut and secure to top tension wire.
 3. Fence fabric shall be secured to all rails and posts that are not terminal posts with wire ties at spacing herein specified. Tie down wire shall be woven through the fence fabric, completely around the rail, and wire shall be twisted securely with three twists on the rail side of the fence. The tails of the wire shall be cut off to preclude untwisting by hand. Twist shall be on non-secure side of fence. Secure fabric to posts using integral fastening loops at end, corner and gate posts for full length of each post.
- J. **Stretcher Bars:** Thread through or clamp to fabric 4" o.c., and secure to posts with metal bands spaced 15" o.c.
- K. **Connectors and Accessories:** After installation, all threaded connectors and accessories shall be peened or tack welded.
- L. **Gates:** Install gates plumb, level and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust for smooth operation and lubricate where necessary. The maximum clearance between the bottom of the gate in closed position and ground shall be 3".
- M. **Hardware:** Install Security Hardware in accordance with the manufacturer=s recommendations and accepted shop drawings.
- O. **Tie Wires:** Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least three full turns. Bend ends of wire to minimize hazard to persons or clothing.
1. Tie fabric to line posts - wire ties at 12" o.c.
 2. Tie fabric to rails and braces - wire ties at 24" o.c.
 3. Tie fabric to tension wires - hog rings at 24" o.c.
 4. Tie fabric to fabric horizontally - hog staples at 15" o.c. maximum.
- P. **Fasteners:** Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- Q. **Connections At Buildings:** Connections to buildings shall be made at the locations indicated on the drawings to provide a finished installation. All necessary cutting, fasteners and materials to make the connections shall be provided. Space between pipe and building shall not exceed 1".
- R. **Bracing:** Brace terminal posts with intermediate horizontal rails at midpoint above grade and secure diagonal braces to the terminal post and adjacent line post, or its footing, at maximum of 50E angle between the diagonal brace and grade.
- S. **Construct the fence section adjacent to the building in a similar cantilever method as the gate detail shown on Drawing C-2.**

3.2 QUALITY CONTROL

- A. Gate Demonstration: Contractor shall schedule demonstration of proper operation of gates, locks and operators with the Architect. Contractor shall assure that all responsible parties are in attendance.
- B. Testing of Fence Fabric: Each fence panel shall be constructed such that it will pass the following test. Deflection of fence fabric shall be no greater than 2" when a force of 30 pounds is applied in the center of the panel, perpendicular to the plane of the fence fabric. Fabric shall return to original position when force is released. At the discretion of the Architect, fence testing may occur at any time after the fence has been installed and again at substantial completion.

3.3 FINAL CLEAN-UP

- A. Remove surplus materials from the site.
- B. Clean up work area of all debris upon completion of the work.

END OF SECTION 11190



Receiving Report

State Org #
0608
P-CARD
7

Vendor Name:

Vendor Address:

State Org Name:

WV DIVISION OF CORRECTIONS
MOUNT OLIVE CORRECTIONAL COMPLEX
WV PIMS Document ID:
I 7858108

Qty	Description of Commodities	Printed Name	Authorized Signature	User ID	Date
300 FT.	10X9 GA. GALVANIZED CHAIN LINK FABRIC	DARLENE RAMSEY	<i>[Signature]</i>	KRW1410	
28 EA	2X12 SCHEDULE 40 POSTS	DARLENE RAMSEY		KRW1410	
10 EA	3X12 SCHEDULE 40 POSTS	DARLENE RAMSEY		KRW1410	
10 EA	3" DOME POST CAPS	DARLENE RAMSEY		KRW1410	
500 FT.	1 5/8" SS-20 TOP RAIL	DARLENE RAMSEY		KRW1410	
168 EA	2" BRACE BANDS	DARLENE RAMSEY		KRW1410	
100 EA	3" BRACE BANDS	DARLENE RAMSEY		KRW1410	
268 EA	1 5/8" RAIL END CUPS	DARLENE RAMSEY		KRW1410	
20 EA	10' TENSION BARS	DARLENE RAMSEY		KRW1410	
100 EA	3" TENSION BANDS	DARLENE RAMSEY		KRW1410	
4 BOXES	400 5/16" X 1 1/4" CARTRIDGE BOLTS & NUTS	DARLENE RAMSEY	KRW1410		
40 EA	2" X 1 5/8" LINE POST CAPS	DARLENE RAMSEY	KRW1410		
10 EA	BAGS OF 1000 9 GA. LONG & 1/4" ALUM. TIE WIRES	DARLENE RAMSEY	KRW1410		

ITEMS ON BACKORDER:

DELIVERY LOCATION
MAINTENANCE

DATE ORDERED 5-9-2007

VA / COMMITMENT C

*Check box for commodities paid for by State of West Virginia Purchasing Card.

OBI 066

DATE: _____
RECEIVED BY: _____
COMPLETED: YES ___ OR NO ___

DIR/RAMSEY

WVSAO RKT

SIGN IN SHEET

Request for Proposal No. Co201304

PLEASE PRINT

Page 1 of 3
Date: 8-22-07

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Wiseman Construction</u> Rep: <u>Hop White</u> Email Address: <u>hubhite@wisemanconst.com</u>	<u>1616 6th Ave</u> <u>Charleston, WV 25312</u>	PHONE <u>304-344-1200</u> TOLL FREE FAX <u>304-344-1281</u>
Company: <u>Shark C/m</u> Rep: <u>Thomas Jones</u> Email Address: _____	<u>Sumner St</u> <u>Charleston, WV 25312</u>	PHONE <u>304-347-8820</u> TOLL FREE FAX <u>304-347-8821</u>
Company: <u>AGSTEN CONSTRUCTION</u> Rep: <u>DAVID R BRIDGEMAN</u> Email Address: _____	<u>110 WYOMING ST</u> <u>SUITE 100</u> <u>CHARLESTON WV 25301</u>	PHONE <u>304-343-5900</u> TOLL FREE FAX <u>343-0063</u>
Company: <u>Kyle Const.</u> Rep: <u>RANDY ADKINS</u> Email Address: <u>Kyle.Construction@Verizon.net</u>	<u>P.O. Box 280</u> <u>Summersville WV</u> <u>26651</u>	PHONE <u>872-2870</u> TOLL FREE FAX <u>304-872-5640</u>
Company: <u>Parhamount Builders</u> Rep: <u>Toby Heeshing</u> Email Address: _____	<u>505 St 6th Avenue</u> <u>St Albans WV 25177</u>	PHONE <u>304 727-2720</u> TOLL FREE FAX

Request for Proposal No.

SIGN IN SHEET

PLEASE PRINT

Page 2 of 3
Date: 8-22-07

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS		TELEPHONE & FAX NUMBERS	
Company:	SILINKS ASSOC. INC. ARCHITECTS			PHONE	304.346.0545
Rep:	JOE DEWETS & MIKE MOORE			TOLL FREE	
Email Address:	jdewets@silink.com		mmore@silink.com	FAX	304.346.1522
Company:	DAN HILL CONSTRUCTION CO		P.O. BOX 685	PHONE	(304) 632-1600
Rep:	STAN HAYES		GAULEY BRIDGE, WV	TOLL FREE	
Email Address:	RDANHILL@ATTMAIL.COM		25085	FAX	(304) 632-1501
Company:	Dan Hill Construction Co		P.O. Box 685	PHONE	304 632-1600
Rep:	Dan Hill		Gauley Bridge	TOLL FREE	
Email Address:			W.Va	FAX	632-1501
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	
Company:				PHONE	
Rep:				TOLL FREE	
Email Address:				FAX	

Request for Proposal No. CR 061324

PLEASE PRINT

Date: 8-22-07

SIGN IN SHEET

Page 3 of 3

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>RBS CONSTRUCTION</u> Rep: <u>KENNETH KLUTZ</u> Email Address: _____	<u>4300 1ST AV. SUITE 200</u> <u>ALTO WI 25143</u>	PHONE <u>755-2800</u> TOLL FREE _____ FAX <u>755-3022</u>
Company: <u>Horskins Mfg Co</u> Rep: <u>Bernard Baldwin</u> Email Address: _____	<u>P.O. Box 1227</u> <u>Beckley WV 25801</u>	PHONE <u>304-253-5288</u> TOLL FREE <u>1-800-924-0760</u> FAX <u>304-252-3111</u>
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE _____ FAX _____



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

FORM NO. 3148
CO. 1364

1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

DIVISION OF CORRECTIONS
MT. OLIVE CORRECTIONAL
CENTER
1 MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7213

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/06/2007				
BID OPENING DATE: 09/13/2007			BID OPENING TIME 01:30PM	

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS.						
ATTACHMENT: ADDENDUM #02						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-755-2800 DATE: 9-13-07
 TITLE: President FEN: 71-102318 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



405 Capitol Street, Upper Atrium
Charleston, WV 25301-1727
304.346.0565 - Fax 304.346.1522
www.silling.com

ADDENDUM NO. 2

Date: September 6, 2007

Project: Mount Olive Correctional Center - Command Center
COR61364

Architect: Silling Associates, Inc.
405 Capitol Street, Upper Atrium
Charleston, WV 25301

Owner: WV Division of Corrections

The following amendments, addenda, additions and deletions shall be made to the contract documents titled as above and dated July 26, 2007. Insofar as the contract documents are at variance with Addendum Number Two, this Addendum shall govern. Bidders shall acknowledge receipt of the Addendum on the Bid Form included in the Project Manual.

SPECIFICATIONS

Add attached Specification Section 10651, Operable Accordion Partitions.

END OF ADDENDUM NO. 2

SECTION 10651 - OPERABLE ACCORDION PARTITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. General

1. Furnish and install accordion partitions and suspension system. Provide all labor, materials, tools, equipment, and services for accordion walls in accordance with provisions of contract documents.

1.2 RELATED WORK BY OTHERS

- A. Preparation of opening will be by General Contractor. Any deviation of site conditions contrary to approved shop drawings must be called to the attention of the architect.
- B. All header, blocking, support structures, jambs, track enclosures, surrounding insulation, and sound baffles as required in 1.04 Quality Assurance.
- C. Prepunching of support structure in accordance with approved shop drawings.
- D. Paint or otherwise finishing all trim and other materials adjoining head and jamb of accordion partitions.

1.3 SUBMITTALS

- A. Complete shop drawings are to be provided prior to fabrication indicating construction and installation details. Shop drawings must be submitted within 60 days after receipt of signed contract.

1.4 QUALITY ASSURANCE

- A. Preparation of the opening shall conform to the criteria set forth per ASTM E557 Standard Practice for Architectural Application and Installation of Operable Partitions
- B. The partition STC (Sound Transmission Classification) shall be achieved per the standard ASTM E90 61-T test method.
- C. Noise isolation classifications shall be achieved per the standard test methods ASTM E336 and ASTM E413.

- D. Noise Reduction Coefficient (NRC) ratings shall be per ASTM C423.
- E. The manufacturer shall have a quality system that is registered to the ISO 9001 standards.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Proper storage of partitions before installation and continued protection during and after installation will be the responsibility of the General Contractor.

1.6 WARRANTY

- A. The installation shall be guaranteed against defects in materials and workmanship for a period of two years from date of installation and acceptance for beneficial use. In addition, the pantographs, trolleys, and tracks are guaranteed for 10 years from the date of acceptance for beneficial use.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Design is based on Hufcor.
- B. Modernfold, Inc.
- C. Panelfold, Inc.

2.2 MATERIALS

- A. Product to be top supported, manually operated Series 4500 accordion partition as manufactured by Hufcor Inc., or equal, with minimum STC rating of 47.
 - 1. Covers will be semi-rigid 5-ply laminated construction with manufacturer's standard vinyl fabric providing wrinkle-free impact resistant surfaces. Covers shall have steel and fiberglass strips laminated within each fold for acoustical purposes. Covers shall be removable and replaceable in the field.
 - 2. Covers shall have multi-ply sweepstrips top and bottom both sides of the partition for acoustical seal. The top sweepstrips shall be 1/2" [13] and the bottom sweepstrips shall be 1-1/2" [38].
 - 3. The internal framing shall be of 14 ga. [2] steel riveted to form "X" construction pantographs. Pantographs shall provide even extension and contraction without binding on straight runs of

track or on curves. Pantographs shall have built-in stops to prevent over-extending. Partition shall have pantographs located at top and bottom, plus intermediate pantographs located no more than 4' [1219] on center for heights over 8' [2.438m].

4. Vertical steel channel posts shall support pantographs at each end of the partition.
5. The lead post shall be trimmed with clear anodized aluminum and include mechanical latching and pull handles.
6. Weight of the door, in lbs. per sq. ft., shall be 5.1.

B. Suspension System:

1. Track shall be of clear anodized architectural grade extruded aluminum alloy 6063-T6 and be as specified by manufacturer for best performance as governed by overall size and weight of partition.
2. Partition shall be supported by a 4-wheeled carrier at the lead post. Wheels to be of nylon-tired steel ball bearings. The lead carrier shall be adjustable to maintain proper alignment of the lead post to the jamb.
3. Intermediate carriers shall be spaced 18" [457] on center and have two wheels of nylon-tired steel ball bearings.

C. Finishes

1. Face finish shall be:
 - a. Factory applied reinforced vinyl fabric with woven backing, weighing not less than 21 oz. per lin. yard. Color shall be selected from manufacturer's standard color selector.

D. Available Accessories/Options

1. Locks - both sides
 - a. Hufcor standard 3/4" dia. [19]
 - b. Master keyed to building system, customer supplied

2.3 OPERATION

- A. Accordion door shall be manually moved from the storage area, pulled across the opening, and latched into the full height dual Magnaseal® jamb with the latching handle.
- B. Stack/Store Panels
 1. The handle is manually unlatched and the door is moved into the stacked position.

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. The complete installation of the accordion wall system shall be by an authorized factory-trained installer and be in strict accordance with the approved shop drawings and manufacturer's standard printed specifications, instructions, and recommendations.

3.2 CLEANING

- A. All track and door surfaces shall be wiped clean and free of handprints, grease, and soil.
- B. Cartoning and other installation debris shall be removed from the job site.

3.3 TRAINING

- A. Distributor shall demonstrate proper operation and maintenance procedures to owner's representative.
- B. Owners manuals shall be provided to owner's representative.

END OF SECTION 10651

PURCHASING CONTINUATION SHEET

Buyer:	Page	Req. or P.O. No.:
Spending Unit:		

for:

Requisition No.: COR 61364

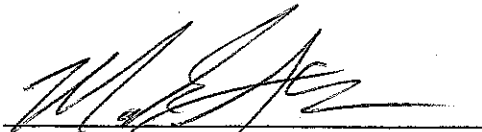
ADDENDUM ACKNOWLEDGEMENT

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

Addendum No.

- No. 1 8/28/07
- No. 2 9/06/07
- No. 3 NA
- No. 4 NA
- No. 5 NA

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.



 Signature

RBS Construction, Inc

 Company

9/13/07

 Date

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF
2. County of
3. I,
4. county and state aforesaid, do hereby certify that
5. Given under my hand this
6. Notary Seal
7.
8. My commission expires on the

Acknowledgement by Principal if Corporation

- 9. STATE OF West Virginia
10. County of Kanawha
11. I, Kathleen D. Kouki
12. county and state aforesaid, do hereby certify that Mark J. Stutler
13. who as, President
14. RBS Construction, Inc.
15. Given under my hand this 13th day of September 20 07.
16. Notary Public Kathleen D. Kouki
17. Kathleen D. Kouki
18. My commission expires on the 1st day of April 20 17.

Acknowledgement by Surety

- 19. STATE OF West Virginia
20. County of Kanawha
21. I, Kathleen D. Kouki
22. county and state aforesaid, do hereby certify that Clarence C. Massey
23. who as, Attorney-In-Fact
24. The Ohio Casualty Insurance Company
25. Given under my hand this 13th day of September 20 07.
26. Notary Public Kathleen D. Kouki
27. Kathleen D. Kouki
28. My commission expires on the 1st day of April 20 17.

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This day of 20 By (Assistant Attorney General)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, RBS Construction, Inc.
of Nitro, West Virginia, as Principal, and The Ohio Casualty Insurance
Company of Fairfield, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount of Bid (\$5% of amount bid) 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
Mount Olive Correctional Complex Command Center

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 13th day of September, 2007.

Principal Corporate Seal

RBS Construction, Inc.
(Name of Principal)

By [Signature]
(Must be President or Vice President)

PRESIDENT
(Title)

Surety Corporate Seal

The Ohio Casualty Insurance Company
(Name of Surety)

[Signature]
Clarence C. Massey Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 39-970

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: **Clarence C. Massey or Thomas H. Bottoms, Jr. of Huntington, West Virginia** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TEN MILLION (\$10,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorne(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **27th** day of **April**, 2007.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **27th** day of **April**, 2007 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton State of Ohio, the day and year first above written



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 2, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **13th** day of **September** **2007**



Mark E. Schmidt

Assistant Secretary