



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

Request for Quotation

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| RFQ NUMBER |
| RJC2010 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| BUYER 32 304-558-0492 |

VENDOR

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REG'L JAIL & CORR'L AUTH'Y
 1325 VIRGINIA STREET EAST
 CHARLESTON, WV
 25301 304-558-2110

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| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 03/30/2006 | | | | |

BID OPENING DATE **05/11/2006** BID OPENING TIME **01:30PM**

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| <p>CONSTRUCTION</p> <p>CONTRACT FOR THE CONSTRUCTION OF THE KENNETH "HONEY" RUBENSTEIN CENTER FOR YOUTH. THE RUBENSTEIN CENTER IS LOCATED OUTSIDE THE CITY LIMITS OF DAVIS ON RT. 93 ACROSS FROM THE TUCKER COUNTY INDUSTRIAL PARK IN TUCKER COUNTY.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 4/18/06 AT 11:00 AM AT THE CURRENT JUVENILE DETENTION CENTER LOCATED ON BLACKWATER FALLS ROAD IN DAVIS. AFTER THE PRELIMINARY DISCUSSIONS AT THE CURRENT FACILITY, BIDDERS WILL BE DIRECTED TO THE SITE OF THE NEW FACILITY FOR THE REMAINDER OF THE PRE-BID. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID.</p> <p>WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE PURCHASE ORDER AS ISSUED BY THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION, THE PLANS AND SPECIFICATIONS AS PREPARED BY MS CONSULTANTS, INC., AND ANY ADDENDA.</p> <p>NOTE: AIA BOND FORMS ARE ACCEPTABLE FOR THE BID BOND; HOWEVER, THE PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND, AND THE MAINTENANCE BOND MUST BE PROVIDED ON THE APPROVED STATE FORMS THAT WILL BE PROVIDED TO THE SUCCESSFUL BIDDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE</p> | | | | | | |

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**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 \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, 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. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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| | | | | <p>PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE</p> | | |

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| <p>TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 452 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO 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 TUCKER COUNTY, PURSUANT</p> | | | | | | |

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| <p>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>(XX) 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>(XX) 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> <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</p> | | | | | | |

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| <p>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 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</p> | | | | | | |

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| <p>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 AND THE STATE AUDITOR'S OFFICE. 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> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> | | | | | | |

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| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 EMPOWERED 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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A</p> | | | | | | |

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| <p>COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>AN ORIGINAL, 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>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> | | | | | | |

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|--|----------|-----|--------|--|------------|--------|
| | | | | STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230 | | |
| <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 32</p> <p>REQ. NO.: RJC2010</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

| | | |
|-------|------|-----------------------------------|
| TITLE | FEIN | 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: **RJC2010**

PAGE: **11**

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

REG'L JAIL & CORR'L AUTH'Y

1325 VIRGINIA STREET EAST
CHARLESTON, WV
25301 304-558-2110

| | | | | |
|-----------------------------------|---------------|----------|-----|---------------|
| DATE PRINTED 03/30/2006 | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|-----------------------------------|---------------|----------|-----|---------------|

OPENING DATE: **05/11/2006** BID OPENING TIME: **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ***** THIS IS THE END OF RFQ RJC2010 ***** TOTAL: | | | | | | |

| | | |
|---|-----------------------------------|------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| PHONE | TELEPHONE | DATE |
| FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

ADVERTISEMENT FOR BIDS

Sealed bids for construction of the Rubenstein Center for Youth, Davis, West Virginia, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until 1:30 pm, local time, on the date established by the Purchasing Office. Bids will be opened and publicly read aloud at that time.

Separate sealed proposals will be received for a single prime contract for General Construction.

The bidding documents consist of the Request for Quotations, plans, and specifications. Plans and specifications may be obtained by contacting: **ms consultants, inc.**, 206 Capitol Street, 4th Floor, Charleston, West Virginia 25301-2218; (304) 346-1211 (phone); (304) 346-1213 (fax).

Up to two sets of bidding documents for this project may be obtained by qualified prime contractors from the office of **ms consultants, inc.**, 206 Capitol Street, 4th Floor, Charleston, West Virginia 25301-2218. A deposit of **\$350.00**, payable to **ms consultants, inc.**, will be required for each set of documents. Deposits will not be refunded. Bidders will be responsible for cost of shipping and handling.

Request for Quotations may be obtained by contacting:

Finance and Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: (304) 558-2063

Bidding documents may be examined at the following locations during regular business hours:

ms consultants, inc.
206 Capitol Street, 4th Floor
Charleston, WV 25301
(304) 346-1211

F.W. Dodge Corporation
2333 MacCorkle Ave SW, Ste 203
St. Albans, WV 25177
(304) 727-7267

Contractors Assoc. of WV
2114 Kanawha Blvd East
Charleston, WV 25311
(304) 342-1166

Pittsburgh Builders Exchange
Building Industry Center
2270 Noblestown Road
Pittsburgh, PA 15205

Construction Employers Assoc.
of North Central WV, Suite B
2611 Fairmont Avenue Ext.
Fairmont, WV 26554

Kanawha Valley Builders Assoc
1627 Bigley Avenue
Charleston, WV 25302

A pre-bid conference will be held at the date and time established by the Purchasing Office, at the site. Attendance at pre-bid conference is mandatory for all prime bidders. Failure by any prime contractor to attend the pre-bid conference will result in disqualification of the bidder and the rejection of the contractor's bid.

BIDDER'S QUALIFICATION STATEMENT

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. Experience in construction work similar in importance to this project.
12. Background and experience of the principal members of your organization, including the officers.
13. Credit Available: \$ _____
14. Give Bank reference: _____
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by West Virginia Regional Jail Authority?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by in verification of the recitals comprising this statement of Bidders Qualifications.

Dated at _____ this _____ day of _____, 20 ____.

(Name of Bidder)

By _____

Title _____

State of _____)

County of _____)

_____ being duly sworn deposes and says that he is
_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

BID FORM

NOTE 1: The wording of this Proposal shall be retained throughout, without change, alterations or additions. Any change in the wording may cause the Proposal to be rejected as not complying with the law.

NOTE 2: The Form of Proposal shall be accompanied by a BID SECURITY meeting the requirements as outlined in the Instructions to Bidders. Noncompliance with the requirements pertaining to the BID SECURITY will cause the Proposal to be rejected as not complying with the law.

NOTE 3: The attention of the bidder is called to the Special Conditions regarding STANDARDS-SUBSTITUTIONS.

Bid Submitted By:

Bidder's Company Name

Bidder's Company Address

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV _____

TO: State of West Virginia
Regional Jail and Correctional Facility Authority
1325 Virginia Street, E.
Charleston, West Virginia 25301-3011

The Bidder, in compliance with your Notice to Bidders for the Rubenstein Center for Youth to be located in Davis, West Virginia, and having examined the Plans and Specifications, with related documents and the Site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, equipment, materials, and supplies to construct the Project in accordance with the Contract Documents within the time set therein, at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is part and having also received, read and taken into account the following Addenda:

Addendum No.

Date of Receipt

It is understood and agreed that work embodied in this Contract shall be completed as scheduled below, following authorization to proceed with work unless an extension of time is granted by the West Virginia Regional Jail and Correctional Facility Authority.

CONSTRUCTION MUST BE COMPLETED WITHIN 425 CONSECUTIVE CALENDAR DAYS.

Upon failure to have all Work completed within the period of time above specified, the West Virginia Regional Jail and Correctional Facility Authority shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day thereafter until Contract Completion. The West Virginia Regional Jail and Correctional Facility Authority's right to recover Liquidated Damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

LIQUIDATED DAMAGES:

| <u>Dollar Amount of Contract</u> | <u>Dollars Per Day</u> |
|----------------------------------|------------------------|
| \$1 00 to \$50,000.00 | \$150.00 |
| \$50,000.01 to \$150,000.00 | \$250.00 |
| \$150,000 01 to \$500,000.00 | \$500.00 |
| \$500,000.01 to \$2,000,000.00 | \$1,000.00 |
| \$2,000,000 01 to \$5,000,000.00 | \$2,000.00 |

BASE BID PROPOSAL:

The undersigned hereby proposes to furnish all material and to provide all labor described in the Specifications and shown on the Plans and related documents for the said Work. The bidder shall furnish individually stipulated sums for the combined contract (base bid) as follows:

Part 1 - General Construction (Base Bid):

All labor and materials for the stipulated sum of:

_____ Dollars (\$ _____)

Part 2 - Wellness Center (Alternate Bid):

All labor and materials for the stipulated sum of:

_____ Dollars (\$ _____)

Part 3 – Standing Seam Roofing (Alternate Bid):

All labor and materials for the stipulated sum of:

_____ Dollars (\$_____)

The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil. The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

Any alteration or erasure of the items filled in on the Bid Form shall be initialed by the Bidder

BID SECURITY

Bidder is to include with his bid a Bid Security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being no less than 5 percent of the total of the base bid).

Bidder is cautioned to bid on the "Standards" specified and to enter on the "Substitution Sheet" all material which the Bidder wishes to have considered for a possible SUBSTITUTION.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any or all bids.

It is agreed that this Proposal may not be withdrawn for a period of ninety (90) days from the opening thereof.

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Bids submitted under this Proposal and acknowledged by the Owner to be conditioned that the Contractor not be prevented, due to strikes or other disruptions affecting sources of supply or the normal progress of the work, from obtaining the materials necessary to carry out the contract and to complete the construction covered thereby. This does not mean the Owner is responsible to the Contractor for delays of this nature, therefore the Owner will not be held liable for Contractor's failure to complete the project within the time limits due to these or any other similar cause.

5. Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of the WV Department of Labor for the resident county of the project and that the Bidder shall pay any wage increase in the locality during the term of the Contract.

If the undersigned is notified of the acceptance of this Proposal within ninety (90) calendar days from the time set for opening bids, he agrees to execute a contract for the above work for the stated compensation in the form of the agreement included in the Project Manual in accordance with the Contract Documents.

If an Individual, Sign Below:

NAME POST OFFICE ADDRESS

If a Partnership, Sign Below:

NAME POST OFFICE ADDRESS

NAME POST OFFICE ADDRESS

If a Corporation, Sign Below:

NAME POST OFFICE ADDRESS

Incorporated under the laws of the State of West Virginia

BY _____
Title of Officer Signing

Name and business address of Bidder to which all formal notices shall be sent:

NON-COLLUSION AFFIDAVIT

MUST ACCOMPANY BID

STATE OF WEST VIRGINIA

) ss.

COUNTY OF _____

_____, * being first duly

sworn, deposes and says that he/she is _____ **of

_____, *** the party who made the foregoing proposal or bid; that it was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other bidder or person should refrain from bidding, or submit a sham bid; further, such bidder did not in any manner, directly or indirectly, seek by any agreement or collusion, or communication or conference with any person, to fix the bid price of either Affiant or any other bidder, or to fix any overhead, profit, or cost element of the bid price of Affiant or any other bidder or person. Affiant says further that Affiant did not collude, conspire, or agree to secure any advantage against the West Virginia Regional Jail and Correctional Facility Authority, or any person interested in the proposed contract. Affiant further says that all statements contained in the proposal or bid are true to the best of the Affiant's knowledge and belief. Affiant further says that Affiant did not directly or indirectly submit this bid, or the contents thereof, or divulge information or data relative thereto to any other bidder or association, or to any agent or member thereof.

Signature of Affiant

Sworn and subscribed before me this _____ day of _____, 20_____

Signature of Notary Public

A Notary Public in and for _____ County, _____

My Commission expires _____

(SEAL)

- * Print or type name of Affiant
- ** Print or type office (president, etc.) of Affiant
- *** Print or type name of firm submitting bid

THIS FORM MUST BE SUBMITTED WITH THE FORM OF PROPOSAL AT THE TIME OF BIDDING.

BID BOND PREPARATION INSTRUCTIONS

020

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

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid You may state
"5% of bid" or a specific amount on
this line in words
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond

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

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

NOW THEREFORE

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

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Oblige 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 hereto and these presents to be signed by their proper officers,
this _____(N)_____ day of _____(O)_____, 20 _____(P)_____.

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

_____(Q)_____
(Name of Principal)
By _____(S)_____
(Must be President or
Vice President)
_____(T)_____
Title
_____(V)_____
(Name of Surety)
_____(W)_____
Attorney-in-Fact

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

BID BOND

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

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

NOW THEREFORE,

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

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

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
_____ day of _____, 20 _____

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached

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:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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: _____

Authorized Signature: _____ Date: _____