

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



ARCHITECTS & ENGINEERS

April 4, 2007

ADDENDUM NO. 1

RE: Regional Training Institute
 Interior Remediation
 Camp Dawson
 Kingwood, West Virginia
 West Virginia Army National Guard
 ZMM Project No. 9735

TO: Prospective Bidders
 FROM: ZMM

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

**ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND
 ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.**

Pre-Bid Conference Minutes and List Of Attendees is Attached to this Addendum.

CHANGES TO SPECIFICATIONS:

1. Provide a unit price (per linear foot) to clean, repaint, and re-caulk the steel window frame base (approximately 1 foot high). The cleaned areas shall be primed and painted with Sherwin Williams 'Macropoxy' 646 epoxy coating with color as selected by Architect. Epoxy coating shall be handled, stored, and applied as per manufacturer's recommendations, including meeting all environmental condition requirements. Contractor is to follow all surface preparation instructions as published by epoxy coating manufacturer. The extent of this work will be determined by the Owner during the pre-construction conference and may include both interior and exterior locations. A change order for this work will be issued once the scope of work is determined.
2. Provide a unit price (per linear foot) to clean, repaint, and re-caulk the steel window framing (approximately 3 foot wide). The cleaned areas shall be primed and painted with Sherwin Williams 'Macropoxy' 646 epoxy coating with color as selected by Architect. Epoxy coating shall be handled, stored, and applied as per manufacturer's recommendations, including meeting all environmental condition requirements. Contractor is to follow all surface preparation instructions as published by epoxy coating manufacturer. The extent of this work will be determined by the Owner during the pre-construction conference and may include both interior and exterior locations. A change order for this work will be issued once the scope of work is determined.

**Addendum No 1****April 4, 2007**

3. REPLACE Bid Form with Bid Form dated 04/06/07 as attached to this Addendum

CHANGES TO DRAWINGS:**Drawing A-1R:**

1. Referencing Keyed Note Nos. 12 and 15, the Owner has no tile available. All re-installed tile shall be new and shall be furnished by the Contractor.
2. The scale of drawing A-1R is $1/16" = 1'-0"$, not $1/32" = 1'-0"$.

END OF ADDENDUM

Attachments: Pre-Bid Meeting Minutes
Pre-Bid Meeting Attendees
Bid Form dated 04/06/07

BID FORM

DATED: _____
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER : WV _____

SUBMITTED TO: State of West Virginia
West Virginia Army National Guard

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

REGIONAL TRAINING INSTITUTE – INTERIOR REMEDIATION AND NEW CANOPY CAMP DAWSON – KINGWOOD, WEST VIRGINIA

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

BASE BID:

For the sum of: _____
(\$ _____).

For work shown in Keyed Notes 1, 12 and 15, include in Base Bid all costs to do the following work in quantities listed:

- | | |
|---|-----------------|
| 1. Remove and reinstall loose existing ceramic floor tile. | 100 square feet |
| 2. Remove damaged Armistone tile and replace with new Armistone tile provided by Owner. | 100 square feet |
| 3. Remove damaged linoleum tile and replace with new linoleum tile provided by Owner. | 500 square feet |

In the event that unit quantities stated above differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions.

- | | |
|--|--------------------------|
| 1a. If final measured quantities for ceramic tile repair are over 100 s.f. | ADD \$ _____ per s.f. |
| 1b. If final measured quantities for ceramic tile repair are under 100 s.f. | DEDUCT \$ _____ per s.f. |
| 2a. If final measured quantities for Armistone tile replacement are over 100 s.f. | ADD \$ _____ per s.f. |
| 2b. If final measured quantities for Armistone tile replacement are under 100 s.f. | DEDUCT \$ _____ per s.f. |
| 3a. If final measured quantities for linoleum tile replacement are under 500 s.f. | ADD \$ _____ per s.f. |
| 3b. If final measured quantities for linoleum tile replacement are under 500 s.f. | DEDUCT \$ _____ per s.f. |

4. Price per linear foot to clean, repaint, and caulk steel window frame base: ADD \$_____ per l.f.
5. Price per linear foot to clean, repaint, and caulk steel window framing: ADD \$_____ per l.f.

ALTERNATE BIDS:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate Bid No. 1 – Natatorium/Snack Bar Renovations

To provide all work for the portion of renovations identified by Keyed Note 16, as shown on Drawings,

ADD the sum of: _____
 _____ \$_____

Alternate Bid No. 2 – New Canopy And Columns

To provide all work for the portion of renovations identified by Keyed Note 17, as shown on Drawings,

ADD the sum of: _____
 _____ \$_____

For work shown in Keyed Note 1, include in Base Bid all costs to do the following work in quantities listed:

1. Remove and reinstall loose existing ceramic floor tile. 100 square feet

In the event that unit quantities stated above differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions.

- 1a. If final measured quantities for ceramic tile repair are over 100 s.f. ADD \$_____ per s.f.
- 1b. If final measured quantities for ceramic tile repair are under 100 s.f. DEDUCT \$_____ per s.f.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The bidder hereby agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

The bidder hereby agrees to commence work under this contract on or before a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this prime contract in accordance with the Project Schedule and in sufficient time to permit FINAL COMPLETION of the entire project within **one hundred (100) consecutive days** of receipt of the Notice to Proceed. The Bidder also agrees to comply with the phasing schedule required by the Owner, as described in the Drawing "Phasing Plan."

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is 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 not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

If this proposal is accepted within 90 days after the date set for the opening of bids and the undersigned fails to execute the contract within 10 days after written notice of such acceptance or if the undersigned fails to furnish in full force and effect the required payment and performance bonds for the project, the bid security will be forfeited and the money payable thereon shall be paid into the funds of the owner as liquidated damages for such failure; otherwise, obligations of the bond will be null and void.

SIGNATURE OF BIDDER:

Firm: _____

By: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Fax: _____

END OF BID FORM

Meeting Minutes

Pre-Bid Conference

Regional Training Institute
Interior Remediation and New Canopy

April 3, 2007 – 1:30 pm

A list of attendees at the meeting is attached to this report

The following items were discussed:

1. Bidding procedures and requirements as identified in the specifications were discussed.
2. The Contractor shall inform the base personnel / security staff when deliveries are expected
3. The building will remain in operation during the duration of the construction
4. The Contractor shall provide barricades to prevent the building occupants from entering construction areas. The Owner shall be informed by the Contractor when areas need to be barricaded.
5. The Contractor may work from 7:00 am until midnight within the building.
6. The Contractor shall provide secure storage (trailers, etc.) for all materials and equipment that will be used during the construction period.
7. The wood nosing at the stage floors identified in note #5 on drawing A-1R is not required to be removed when the floor is replaced.
8. A tour of the building was conducted. It was decided that a unit price to repaint the exterior and interior window frames would be requested and would be so identified in an addendum to the bidding / construction documents.

The meeting was concluded at 3:00 pm

Steve Branner, ZMM, Inc.

RTI - CAMP DAWSON INTERIOR REMEDIATION #9735
PRE-BID MEETING SIGN-IN SHEET
APRIL 3, 2007-1:30 P.M.

P8

PLEASE PRINT

NAME: STEVE BRAUNER
FIRM: ZMM
ADDRESS: 222 Lee St
Charleston, WV 25302
PHONE: 304-342-0159 FAX: 304-345-8144

NAME: Michael Pasquerella
FIRM: Penn Installation
ADDRESS: 1428 Railroad St Sumnerhill PA
15958
PHONE: 814-495-7874 FAX: 814-495-4005

NAME: GARY DAVIS
FIRM: Bosley Const
ADDRESS: 1 Bosley Ave
Pittsburgh WV 26101
PHONE: 304-422-0025 FAX: 304-422-0045
0414

NAME: SCOTT ELLIS
FIRM: ELCO MECHANICAL
ADDRESS: PO Box 349
CHAS. WV 25322
PHONE: 304-346-0546 FAX: -0548

NAME: Christine Todd
FIRM: RCAC / Repres. DWO Const.
ADDRESS: 322 W. Washington St.
Charles Town WV 25414
PHONE: 304-724-7547 FAX: 304-724-7547

PLEASE PRINT

NAME: David Higgins
FIRM: DWO Construction
ADDRESS: 544 Shannondale Rd.
Harper Ferry WV 25425
PHONE: 304-725-2432 FAX: 725-2432

NAME: Michele Tergel
FIRM: Poerio Inc.
ADDRESS: 467 Lowries Run Rd.
Pittsburgh PA 15237
PHONE: 412-366-6767 FAX: 412-366-7464

NAME: BILL STERN
FIRM: MARKS - LANDAU
ADDRESS: 9855 RIVANAN RD
WEXFORD, PA 122039
PHONE: 724-935-8800 FAX: 724-935-6510

NAME: AIR "Red" Robinson
FIRM: WV ARNG Post Maintenance
ADDRESS: 240 ARMY RD
PHONE: 304-791-4460 FAX: 791-4462

NAME: Harold Butler
FIRM: WV ARNG
ADDRESS: 1703 Coonskin Drive
Charleston, WV 25312
PHONE: 304-561-6539 FAX: 304-561-6458

CAPT. JOFF FRANKLIN
304-791-4333