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

Request for

RFQ NUMBER DRS070796 1

ADDRESS CORRESPONDENCE TO ATTENTION OF KRISTA FERRELL B04-558-2596

DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

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INSTITUTE,

766-4621

25112 SHIP VIA FO.B. FREIGHTTERMS TERMS OF SALE DATE PRINTED 01/25/2007 OPENING TIME 02/20/2007 RID **BID OPENING DATE:** CAT NO UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER b001 LS 910-66 1 ROOFING MAINTENANCE, REPAIR, AND INSTALLATION REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE ROOF REPLACEMENT ON BUILDING E, SOUTH END PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON 02/06/07 AT 10:00 AM AT THE DIVISION OF REHABILITATION SERVICES WEST VIRGINIA. THE MEETING WILL LOCATED IN INSTITUTE, BE HELD IN CONFERENCE ROOM B IN THE FRP BUILDING. VENDORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. WENDORS FAILING TO ATTEND WILL NO ONE PERSON MAY REPRESENT MORE THAN BE DISOUALIFIED. ONE VENDOR. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN GOV OR VIA FAX TECHNICAL OUESTIONS MAY ALSO BE AT 304-558-4115. SUBMITTED AT THE MANDATORY PRE-BID MEETING. DEADLINE FOR TECHNICAL QUESTIONS IS FEBRUARY 8, 2007 AT ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, 5:00 PM. WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A WENDOR'S BID MAY BE SUBMITTED AT ANY TIME AND IN ANY SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE SIGNATURE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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 Viginia 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



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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RFQ NUMBER DRS070796 2

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REQUEST FOR QUOTATIONS DRS070796

General Roof Conditions for all Roof Areas:

- Fume recovery kettle must be utilized for all areas included in this specification.
- All air intakes must be covered in general vicinity of work area.
- Acceptable manufacturers are:
 - o Coal Tar Pitch Honeywell, Koppers
 - o Asphalt Johns Manville, GAF, Firestone
- No asbestos is present per an August 8, 2006 test analysis.

Building E Flat Roof Area:

- Tear off and properly dispose of existing built-up roof down to deck.
- Repair vapor barrier, as needed, with type IV glass felts.
- Furnish and install new insulation; thickness to match existing.
- Set 4 plies of tarred felts in interply moppings of hot coal tar pitch.
- Flood entire roof area and embed pea gravel according to manufacturer's recommendations.
- Fabricate and install new gravel stop/fascia made of 24 gauge Kynar 500 prepainted metal. Color to be selected from manufacturer's standard color chart.
- Existing gutter to remain.
- Furnish and install new pipe flashings made of 16 oz copper complete with rain shield.
- Fabricate and install new pitch pans made of 16 oz copper.
- Fabricate and install new counter-flashing for HVAC units made of 24 gauge galvanized metal.
- Fabricate and install new metal coping at all intermediate walls to cover existing stone coping. Coping to be fabricated according to SMACNA Plate 77, Figure "A" (1987 edition).
- Scope of work to include manufacturer's 15 year no dollar limit warranty for labor and materials.

AFFIDAVIT

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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 exceed 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:	
Authorized Signature:	Date:

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or those ringinia, as Congee, in the	e penai sum of		/ \$	\ £	ic	
well and truly to be made, we joint	tly and severally bind ours	selves, our heirs, admin	istrators, executors	s, successors and assigns.		
The Condition of the above	ve obligation is such that v	whereas the Principal h	as submitted to the	Purchasing Section of the		
Department of Administration a ce	rtain bid or proposal, attac	ched hereto and made	a part hereof, to en	ter into a contract in writing for		
		·				
NOW THEREFORE.						
(a) If said bid shall be reje	ecled, or					
agreement created by the acceptant force and effect. It is expressly under exceed the penal amount of this oblination. The Surety for the value re-	ce of said bid, then this oberstood and agreed that thigation as herein stated.	oligation shall be null ar ne liability of the Surety	and shall in all in did void, otherwise to for any and all clai	his obligation shall remain in fu ms hereunder shall, in no even	ıll∙ nt,	
waive notice of any such extension.		men the Obligee May a	iccept such bid, and	d said Surety does hereby ·	•	
IN WITNESS WHEREOF, P	rincipal and Surety have I	hereunto set their hand	s and seals, and si	uch of them as are corporations		
nave caused their corporate seals to a	be affixed hereunto and th	nese presents to be sig	ned by their proper	officers, this	3	
rincipal Corporate Seal						
		60-600-10-10-10-10-10-10-10-10-10-10-10-10-1	(Nam	e of Principal)		
•		Ву		, ,		
	•		(Must Vice f	be President or President)		
			(*	Title)		
rely Corporate Seal			•			
•		19	(Name	of Surety)		
			•			
			Attorne	ey-in-Fact		

'ORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, ower of attorney must be attached

BID BOND PREPARATION INSTRUCTIONS

(A)

(C)

(D)

(E)

(F)

(G)

(H)

(I)

(J)

(K)

(L)

(M)

(N)

(0)

(P)

(Q)

(R)

(S)

(T)

(U)

(V)

(X)

NOTE:

	÷	RFQ/RFP#(B)
bond.	KNOW ALL MEN BY THES (C) of as Principal, and (F) (H) , a corporation of the State of (I) with (J) , as Surety, a of West Virginia, as Obligee, in the pension of West Virginia, as Obligee, in the pension of West Virginia, as Obligee, in the pension of the principal we jointly and severally bind ourselves, successors and assigns. The Condition of the above oblighes submitted to the Purchasing Section a certain bid or proposal, attached hereto contract in writing for (M) NOW THEREFORE. (a) If said bid shall be accepted contract in accordance with the bid or proposal in the bid or proposal in the bid or proposal in the proposal	or and the Principal shall enter into a posal attached hereto and shall furnish y the bid or proposal, and shall in all sted by the acceptance of said bid then crwise this obligation shall remain in full d and agreed that the liability of the sall, in no event, exceed the penal ereby stipulates and agrees that the libe in no way impaired or affected by digge may accept such bid: and said che extension.
	this (N) day of (O)	_, 20 <u>(P)</u>
	Principal Corporate Seal	(Q)
	(R)	(Name of Principal) By (S) (Must be President or Vice President)
	(U)	(T) Title
	Surety Corporate Seal	(V) (Name of Surety)
		(Y)

113 AGENCY_

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

Attorney-in-Fact