



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
WEH70228

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
WELCH, WV
24801 **304-436-8710**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/04/2007				

BID OPENING DATE: **02/20/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM #1*****</p> <p>1. TO RESPOND TO VENDOR QUESTIONS, PER THE ATTACHED.</p> <p>2. TO PROVIDE A COPY OF WV-96 FORM TO VENDORS.</p> <p>3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOU BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>*****END OF ADDENDUM #1*****</p>						
0001	1	JB		770-93		
	ROOF REPLACEMENT					
***** THIS IS THE END OF RFQ WEH70228 *****						TOTAL:

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'

**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

ADDENDUM 1**WEH70228**

- 3.4 Originally stated: Contractor shall completely remove and dispose of existing rubber membrane and underlying insulation and associated materials down to CONCRETE decking
- 3.4 Now States: Contractor shall completely remove and dispose of existing rubber membrane and underlying insulation and associated materials down to METAL decking**
- 3.5 Originally stated: Contractor shall install 2 inch minimum ISO insulation of concrete decking tapered as necessary for drainage.
- 3.5 Now States: Contractor shall furnish and install 1/2 inch (minimum) dens deck with 2 inch minimum ISO insulation on METAL decking tapered as necessary, if required, for drainage.**
- 3.8 Originally stated: Contractor shall furnish and replace any coping found to be defective with matching prefinished .040 thickness minimum aluminum.
- 3.8 Now States: Contractor shall remove and legally dispose of all coping and replace with gravel stop (constructed with .040 (minimum) thickness aluminum) on top of parapet wall.**
- 3.9 Currently States: After the Contractor has removed the gravel from the roof, owner will provide the Contractor with Bobcat service to pile the gravel in a designated area in the maintenance parking lot.
- 3.9 Now states: Contractor shall remove gravel from the roof and transport it to a designated area in the maintenance parking lot as specified by the Owner.**
- 3.10 Add: Contractor shall furnish and install walk pads at access doors and around serviceable rooftop equipment. Contractor will not replace walk paths.**
- 8.2 Originally stated: All material and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Roofing material shall have a manufacturer's full (15) fifteen year materials warranty, and a two (2) year labor warranty. Used, reconditioned, or remanufactured material/equipment is not acceptable.

8.2 Now States: Originally stated: All material and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The roofing system shall have a non-rated, fifteen (15) year full system warranty on materials and labor certified by the manufacturer. Used, reconditioned, or remanufactured material/equipment is not acceptable.

ADDITIONAL QUESTIONS WITH ANSWERS:

1. Question 3.4 Regarding demo and disposal of the existing material, down to the concrete decking. A. Is there any asphalt or coal tar pitch roofing on the deck under the rubber roof now? B. And if there is, has it been tested for asbestos?

**Answer: A. None Known.
B. The asbestos survey is attached.**

2. Question 3.5 Please clarify. Is this a complete tapered insulation system that should provide positive drainage of the total roof area? If so, what is the minimum slope required? C. What is the required or specified attachment to the deck?

**Answer: A. No. The deck is tapered.
B. The roof shall be installed per the product manufacturer's installations specifications.
C. Mechanically fastened.**

3. QUESTION 3.6 Please clarify. What type of roofing system is required? I.e., (ballasted, fully adhered or mechanically attached)?

ANSWER: As stated in section 1.1, Contractor shall provide all labor, material. Equipment and anything incidental to replace the existing ballasted roofing system with a FULLY ADHERED membrane roofing system.

4. QUESTION 3.7 Treated wood blocking is no long required by most manufacturers due to the corrosion of fasteners installed into the material. Also I would recommend that you ask for a per lineal or board foot price in the RFQ for this damaged wood replacement. Being that this is an unknown quantity this would be the only fair way to price it for the state and the contractor. A predetermined quantity will also give you a fixed price worst case scenario for the overall project cost. The actual quantity of material replaced and the final cost would be settled at the completion of the project as a credit or debit.

ANSWER: The Owner will not accept the vendor's recommendation. Please respond to the specifications, as written.

5. QUESTION 3.8 The sheet metal coping should also be addressed as a set quantity and linear foot price similar to the wood blocking. One exception for the sheet metal work is that the existing gravel stop or drip edge material will require replacement as it is not reusable.

ANSWER: The owner will not accept the vendor's recommendation. Please respond to the specifications, as written.

6. QUESTION 3.9 I would recommend that the requirement would be for the Contractor to remove the gravel from the roof and transport it to a designated area in the maintenance parking lot. Then the owner may do what they want with the gravel.

ANSWER: See revised specification on section 3.9 above.

7. QUESTION 7.1 Please clarify. Does this mean that the hospital employees could determine our work hours, days or method of construction?

ANSWER: YES. In the unlikely event, the scheduled work to be performed by the Contractor interferes with the daily operation of the Hospital, the maintenance supervisor will make the conflict known to the Contractor. At that time, the Contractor shall amend his work schedule. The method of construction shall be done in accordance with Section 3.

8. Question 8.2 Please clarify. The roofing manufacturer offers labor and material warranty combination for (15) years that include our (2) year warranty.

ANSWER: See Addendum. 8.2. The roofing system shall have a non-pro rated, fifteen (15) year full system warranty on materials and labor certified by the manufacturer.

9. Question 18.2 Please clarify or provide a copy of this WV-96 Agreement Addendum to be included as part of the RFQ.

ANSWER: See attachment.

AGREEMENT ADDENDUM

005

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

006

Astech Corporation

1601 Coonskin Drive
Charleston, West Virginia 25311
(304) 342-0545

14 December, 2006

Welch Community Hospital
Wayne Crigger or Dick
454 McDowell Street
Logan, WV

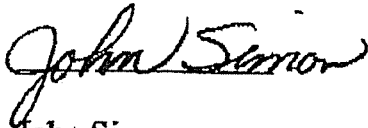
Re: Asbestos Inspection
Roofing

Attached are the sample results from the asbestos inspection performed by John Simon for the structure above. As per your request, we only sampled the roofing materials, as this is the only item you will be disturbing.

We took 7 samples of the roofing, Caulking, sealers and patches. All samples were sent to Site Scan for analysis. All samples came back negative for asbestos.

If you have any questions, need further information, or we may be of further service on this project, please contact our office.

Sincerely,



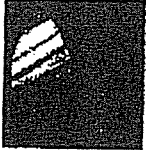
John Simon

WV Asbestos Inspector No. AI003757

2007 FEB - 1 P 4: 10
PURCHASING DIVISION
STATE OF WV

RECEIVED

007



SiteScan, Inc

sitescancorp.com
LICENSE: LT000253
AIAA ID: 100575

PLM ANALYSIS

498 12th Street
Dunbar, West Virginia
Voice: 304.769.2333
Fax: 304.660.9988

Astech Corp
ATTN: John Nixon
1601 Croomskin Drive
Charleston, WV

Analyst: James Seale
Sample Count: 7
Location: Welch Comm. Hospital

Project: 0612-020
Client Project: -
Date Received: 12/13/06
Date Analyzed: 12/14/06

ID	Description	Fiber: %	Asbestos: %
1	- Black Other: 1%	99 %	0%
2	- White	100 %	0%
3	- Black	100 %	0%
4	- Black Other: 1%	99 %	0%
5	- Black	100 %	0%
6	- Black	100 %	0%
7	- Black	100 %	0%

Analyst: James Seale

Reviewed By Danielle Harrison

PURCHASING CONTINUATION SHEET

Buyer: RW-22	Page: 008	Req. or P.O. No.: WEH70228
Spending Unit:		

Vendor:

Requisition No.: WEH70228

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.'s:

- No. 1 _____
- No. 2 _____
- No. 3 _____
- No. 4 _____
- No. 5 _____

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

Signature

Company

Date

Pre-Bid Conference
SIGN IN SHEET

009

[Please Print]

Request for Proposal No.: WEH 70228 Date: 1-30-07

Firm & Representative Name

Mailing Address

Telephone & FAX Numbers

- | | | |
|---|--|--|
| 1. <u>Stan Gonyea</u>
<u>KALKEED HO Roofing</u> | <u>41-40th St.</u>
<u>Wheeling WV</u> | T: <u>304-292-8840</u>
F: <u>304-233-5305</u> |
| 2. <u>Mark J Speirs</u>
<u>Mansuette Roofing</u> | <u>Second + Wood Streets</u>
<u>Martins Ferry, OH 43935</u> | T: <u>740-633-7320</u>
F: <u>740-633-7322</u> |
| 3. <u>Lenny Barker</u>
<u>Singer sheet Metal</u> | <u>510 - East Street</u>
<u>Parkersburg, WV 26101</u> | T: <u>304-422-5495</u>
F: <u>304-424-6026</u> |
| 4. <u>KEN LINDSAY</u>
<u>TRI-STATE ROOFING</u> | <u>Po Box 1231</u>
<u>CHARLESTON, WV 25324</u> | T: <u>304-755-8135</u>
F: <u>304-755-5275</u> |
| 5. <u>John M Cole</u>
<u>PAR Roofing Co</u> | <u>543 WASH AVE</u>
<u>Huntington WV 25701</u> | T: <u>525-9710</u>
F: <u>304-525-9760</u> |
| 6. <u>Gene Willis</u>
<u>PAR Roofing Co.</u> | <u>543 Washington Ave 25701</u>
<u>Huntington WA</u> | T: <u>525-9710</u>
F: <u>304-525-9760</u> |
| 7. _____ | _____ | T: _____
F: _____ |
| 8. _____ | _____ | T: _____
F: _____ |
| 9. _____ | _____ | T: _____
F: _____ |
| 10. _____ | _____ | T: _____
F: _____ |

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.