



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
DJS010272

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED 08/09/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/19/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, ANSWER VENDOR QUESTIONS PER THE ATTACHED DOCUMENTATION, AND EXTEND THE BID OPENING DATE.						
REVISED BID OPENING DATE: 8/19/2009; 1:30 PM						
0001	1	LS		155-50		
	MODULAR OFFICE UNIT					
***** THIS IS THE END OF RFQ DJS010272 ***** 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 PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

ADDENDUM NO. 1
DJS010272

Pre-Bid Wayne, WV
July 29, 2009
10:00 A.M.

Pre-bid Cabell Co.
July 29th, 2009
1:30 P.M.

Pre-bid Mercer County, WV
July 30th, 2009
11:00 A.M.

THE QUESTIONS IN THIS SECTION APPLY TO ALL THREE SITES;
QUESTIONS THAT APPLY TO A SINGLE SITE WILL BE INCLUDED AT THE
END OF THE COMBINED QUESTIONS.

COMBINED QUESTIONS APPLY TO ALL SITES

Question: Who's providing the permits?

Response: Contractor is responsible for all Building permits and Inspections.

Question: Is there a utility fee?

Response: Utility fees will be the responsibility of the owner.

Question: Can the facility be Gas?

Response: No, Units must be all electric.

Question: What will be the foundation type?

Response: Pier and Perimeter Block.

Question: Will there be access door locking?

Response: Yes. Hasp type.

Question: Floor Plan?

Response: Winning bidder will submit sample floor plan for approval.

Question: Does electric power need to be underground?

Response: No.

Question: Will there be long term occupancy?

Response: Yes, occupancy of these facilities will be long term.

Question: Who supplies local zoning permit?

Response: Owner pays the B&O taxes and is responsible for zoning approval.

Question: Who is responsible for the clean up?

Response: Contractor is responsible for the disposal of the construction debris and to return the site to equal or better condition upon completion of the work unless otherwise specified by the owner.

Question: What is the time frame for modular to be set up?

Response: Has to be set up by the end of November, 2009.

Question: Is this a prevailing wage job?

Response: Yes. This will apply to all 3 modular facilities that are up for bid.

Question: Will there be low voltage boxes for such things as fire alarms, telephone and data?

Response: 40 boxes to be included in the bid, location to be determined in the building design.

Question: How high does building need to be off of the ground?

Response: 36" inch minimum crawl space from finished floor height to sub grade.

Question: Who will provide temporary electric service and water?

Response: Temporary electric service and water will be provided by the contractor.

Question: What size masonry block is to be used?

Response: 8" inch block.

Question: Electric service?

Response: 200 AMP

Question: Is there a need to provide a vapor barrier?

Response: Yes, on the building as specified and on the crawl space grade.

Question: Does air conditioning need to be provided?

Response: Yes.

Question: What size masonry block?

Response: 8" inch block.

Question: What type of cribbing block is to be used since this is a safety issue?

Response: Solid cribbing.

Question: What type of roofing is to be used?

Response: 25 year shingle or 15 year rubber.

Question: Does area need topsoil and need to be seeded?

Response: No, contractor will grade out the spoils to a Fine Grade.

Question: Will dumpster be provided for refuse removal?

Response: No, It is the responsibility of the contractor.

Question: Can contractor install a submerged foundation?

Response: If drainage and water conditions allow, and must be cost beneficial to the owner.

Clarification:

Specify ADA porcelain lavatory to be used in all 3 facilities.

Design requirements to meet the 15 student occupancy at all 3 facilities.

SITE SPECIFIC ISSUES

Pre-Bid Wayne, WV

July 29, 2009

10:00 am

Question: Can we dig through asphalt for piers?

Response: Yes. Can dig through asphalt for piers but all asphalt does not have to be removed.

Question: Are permits needed in Wayne County?

Response: The City of Wayne will handle all of the permits.

Question: Who is our point of contact?

Response: Dan Napier
c/o Robert Shell Juvenile Center
2 O'Hanlon Place
Barboursville WV 25504
304-733-0871

Pre-bid Cabell Co.

July 29th, 2009

1:30p.m.

Question: Where will building be placed?

Response: Facing the front of the road.

Question: Will a curtain drain be installed to handle the drainage conditions?

Response: This will be site specific to the Cabell Co. facility and to be included in the bid.

Question: Who is our point of contact?

Response: Dan Napier
c/o Robert Shell Juvenile Center
2 O'Hanlon Place
Barboursville WV 25504
304-733-0871

The tap for the sanitary sewer at the Cabell County location has not been located at this time. The sanitary sewer is to be stubbed out 5 feet from building.

Pre-bid Mercer County, WV
July 30th, 2009
11:00 A.M.

Question: Will the trees on site be removed?

Response: Must be removed by the contractor.

Question: Will guide wires to the fencing be removed?

Response: Yes, Owner will remove the guide wires.

Question: Who is the point of contact?

Response: Mr. Dan Egnor, Facility Director
Sam Perdue Juvenile Center
843 Shelter Road
Princeton, WV 24740
Telephone: 304-425-9721

Pre-Bid Conference
SIGN IN SHEET

(Please Print)

Request for Proposal No.: DJS 010272 CABELL CO Date: 07/29/09

Company: IMS Phone: 574-538-9232

Mailing Address: 58901 CR 19, Croshen, IN 46528 Fax: 630-972-0555

Representative Name: R. Jason Shannon

E-mail jshannon@innovative modular.com

Company: Sanford & Sons Excavating Phone: (304) 272-5923

Mailing Address: Rt. 1, Box 281 Genoa W. Va. 25517 Fax: (304) 272-5823

Representative Name: Romey Williamson

E-mail geruhmyuh@hotmail.com

Company: INNOVATIVE/FRYOR G.C. JV Phone: 216-798-9565

Mailing Address: 7245 RIDGE RD HINCKLEY OH 44123 Fax: 330-273-5444

Representative Name: MICHAEL CHRISMAN

E-mail MCHRISMAN@INNOVATIVEMODULAR.COM

Company: _____ Phone: _____

Mailing Address: _____ Fax: _____

Representative Name: _____

E-mail _____

Company: _____ Phone: _____

Mailing Address: _____ Fax: _____

Representative Name: _____

E-mail _____

Pre-Bid Conference
SIGN IN SHEET
(Please Print)

Request for Proposal No.: DJS 010272 WAYNE CO Date: 07/29/09

Company: INNOVATIVE MODULAR / PLYOR LLC Phone: 216-798-9565
Mailing Address: 2245 RIDGE ROAD ^{HINCKLEY OHIO} 44237 Fax: 330-273-5441
Representative Name: MICHAEL CHRISMAN
E-mail MCHRISMAN@INNOVATIVE-MODULAR.COM

Company: IMS Phone: 574-538-9232
Mailing Address: 58901 CR 19, Hodon IN ⁴⁶⁵²⁸ Fax: 630-972-0555
Representative Name: R. Jason Shannon
E-mail jshannon@innovativemodular.com

Company: Sanford E. Sons Excavating Phone: 304-272-5923
Mailing Address: Rt. 1 Box 281 Genoa W. Va. ²⁵⁵¹⁷ Fax: 304-272-5823
Representative Name: Romey Williamson
E-mail gerukmyuk@hotmail.com

Company: _____ Phone: _____
Mailing Address: _____ Fax: _____
Representative Name: _____
E-mail _____

Company: _____ Phone: _____
Mailing Address: _____ Fax: _____
Representative Name: _____
E-mail _____

Pre-Bid Conference

SIGN IN SHEET

(Please Print)

Request for Proposal No.: DJS 010272 MERCER CO Date: 07/30/09

Company: INNOVATIVE / ALLY PLYON GC JV Phone: 216-798-9565
 Mailing Address: 2245 RIDGE ROAD HINCKLEY OH 44233 Fax: 330-273-5444
 Representative Name: MICHAEL CHRISTMAN
 E-mail MCHRISTMAN@INNOVATIVEMODULAR.COM

Company: Sanford & Sons Ex Coating Phone: (304) 272-5923
 Mailing Address: Rt. 1 Box 281 Genoa W. Va. 25517 Fax: (304) 272-5823
 Representative Name: Romey Williamson
 E-mail geruhmyuh@hotmail.com

Company: IMS Phone: 574-538-9232
 Mailing Address: 58901 CR 19, Gosport IN 46528 Fax: 630-972-0555
 Representative Name: B. Jason Shannon
 E-mail jshannon@innovativemodular.com

Company: _____ Phone: _____
 Mailing Address: _____ Fax: _____
 Representative Name: _____
 E-mail _____

Company: _____ Phone: _____
 Mailing Address: _____ Fax: _____
 Representative Name: _____
 E-mail _____