

VENDOR

RFQ COPY

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

Request for Quotation

REQNUMBER RJCMNT010

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ADDRE	SS CORRES	PONDENCE	TO ATTEN	TION OF:

JOHN ABBOTT 304-558-2544

SH-P FO

REG'L JAIL & CORR'L AUTH'Y
SOUTH CENTRAL REGIONAL JAIL
SOUTHRIDGE BUSINESS PARK
1001 CENTRE WAY
CHARLESTON, WV
25309-1001 558-2110

07/09/			IMS OF SAL		SHEVIA		. 	SALSCOM LEAVICE
D OPENING DATE: 07/21/2009			BID (DPENING TIME 0	1:30PM			
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SIGNATURE				SEE RE	VERSE SIDE FOR TERMS TELEF	S AND COM	NDITIONS [DATE	
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TITLE			FEIN				ADDRESS CHANG	ES 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 fee.
- 5. All services performed or goods delivered under State Purchase Order/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, 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."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

RE:

Roof and HVAC Replacement for

South Central Regional Jail Charleston, West Virginia Architect's Project No. 0911

TO:

Prospective Bidders

FROM: ZMM, Inc. Architects And Engineers

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 Sign-in Sheet attached to this Addendum.

CHANGES TO SPECIFICATIONS:

- 1. Revised BID FORM attached to this addendum.
- 2. Section 15732, Packaged, Outdoor, Central Station Air Handling Units.
 - A. DELETE Article 2.12, Powered Convenience Outlet, in its entirety. See related Revisions To Drawing item below in this Addendum.
 - B. Section 15971, HVAC Control Systems CLARIFICATION: Base Bid Manufacturer is Invensys (a T.A.C. company). Alternate manufacturers are: Andover (a T.A.C. company) and Automated Logic.
 - C. Section 15985, Sequence of Operation ADD par. 3.3.M to read:
 - "M. Provide dedicated set of dry contacts in existing Fire Alarm Control Panel, including wiring and conduit as required, and connect to BAS comm Bus."

CHANGES TO DRAWINGS:

1. Drawing A-1: ADD General Note Number 5: 5. "Replace all of the existing EPDM roofing membrane system with new EPDM membrane system. Clean and reuse existing roof ballast".

ADDENDUM No. 1



- 2. Drawing MD1-1 Make the following Revisions:
 - A. Revise General Note 5 to Read: "5. Demolition and replacement work shall be done in a timely manner. Systems that are removed from service (made inoperative) shall be restored to operation by the end of each work shift. The Regional Jail is a 24/7 facility. The Contractor may choose to schedule his work accordingly, provided that the Owner approves such scheduling. Schedule all work and work areas both outside and inside the building with the Owner."
 - B. Revise Keyed Note 8 to read: 8. "Power circuit located outside Rooftop Unit serving GFI receptacle: wiring and conduit shall remain. Remove existing GFI receptacle and provide new GFI receptacle."
- 3. Drawing M1-1: ADD the following to General Note 3:

"Rebalance hydronic system after AHU 3-way valves are replaced. TAB data on existing pumps shall include: Gpm, suction and discharge head, brake horsepower, and electrical data."

Attachments:

Pre-Bid Conference Sign-In Sheet - 2 pages

Revised Bid Form 4 pages

BID FORM

DATED:			
DATED:	e bid submitted)		
SUBMITTED BY: (Name and Address)		
·			
SUBMITTED TO:	State of West Virginia Department Of Administration Purchasing Division		
documents, includin	g Instructions to Bidders, Bid Form, reby propose to perform everything reals, expendable equipment and all ser	ditions affecting the cost of the work a General Conditions, Drawings, and Specification of the performed and to provide an equired to be performed and to provide an evices necessary to complete in a workma	fications and any ad furnish all the
SOUTH C	ID HVAC REPLACEMENT I ENTRAL REGIONAL JAIL STON, WEST VIRGINIA	FOR	
all in accordance wi West Virginia 2530	ith the drawings and specifications as 2, as follows:	prepared by ZMM, Inc., 222 Lee Street V	West, Charlestor
TOTAL BAS For the sum of:	E BID:		
		(\$)
ALTERNAT	ES:		
('Provide' means 'f	I is subject to the following additions our is subject to the following additions our is subject to the subject to the following additions our is subject to the following additions of the following additions of the following additions of the following additions our following additions of the following additions of the following additions our following additions of the following additions our following additions of the following	or deductions for Alternates which the Owllow all related coordination and modificati	ner may select. ion requirement
Alternate Bid No. where indicated on	<u>1</u> – Provide 2,400 additional linear fee Drawings and as specified.	et of concrete walkway pavers along perim	eter of building
ADD the sum of:			
		(\$)

Alternate Bid N. 2 - Provide Andover or Automated Logic Controls (un	nderline selected manufac	turer.)
DEDUCT the sum of:		
	(\$).
<u>Alternate Bid No. 3</u> – Replace all existing roof insulation with new tape contours.	ered insulation to match ex	xisting roof
ADD the sum of:		
	(\$).
UNIT PRICES:		
The contract sum shall be subject to the following Unit Prices for quantiallowance. These Unit Prices include all materials, shipping, installation may be stipulated in figures only.	ities which may be increas n, tax, and contractor mar	sed from the stated kup. Unit Prices
Unit Price No. 1 - New Roof Ballast		
Base Bid is to include an allowance to provide 50 tons of new gravel ba	llast as specified.	
For new gravel ballast in excess of the stated allowance:		
	ADD \$	_/Ton
Unit Price No. 2 - New Concrete Walkway Pads		
Base Bid is to include an allowance for 375' linear feet of new concrete	walkway pads as specifie	ed.
For additional concrete walkway pads in excess of the stated allowance:	:	
	ADD \$	_/Linear Foot
Unit Price No. 3 – New Galvanized Metal Cleats For Re-Insta	ıllation of Existing Me	tal Coping
Base Bid is to include an allowance for the replacement of 740 Galvania	zed Metal Cleats as specif	ied.
For additional Galvanized Metal Cleats in excess of the stated allowance	e:	
	ADD \$	_/Metal Cleat

Unit Price No. 4 - New Roof Insulation

Base bid is to include an allowance for the replacement of 200 cubic foot of existing roof insulation with new roof insulation as specified. For additional Roof Insulation Replacement in excess of the stated allowance: ADD \$ /Cubic Foot Unit Price No. 5 - Repointing Masonry Mortar Joints Base Bid is to include an allowance for the repointing of 75 linear feet of exterior masonry mortar joints: ADD \$ ____/Linear Foot If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 180 days after receipt of a "Notice-to-Proceed." The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Accompanying this proposal is a bid bond in the amount of payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned. 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.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

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.

SIGN	A'	TT	m	Tr.	വ	7 R	Th	T	T.	D.	

Firm:	Ву:
Address:	Title:
Address:	Phone:

END OF BID FORM

SOUTH CENTRAL REGIONAL JAIL #0911 ROOF & HVAC REPLACEMENT PRE-BID MEETING SIGN-IN SHEET JUNE 30, 2009 – 1:30 PM

PLEASE PRINT	PLEASE PRINT
NAME: Steve Coolc	Rocky Comment
FIRM: 2mm	NAME: Rocky Grimmett FIRM: SCRJ
ADDRESS:	
	ADDRESS:
PHONE:FAX:	PHONE:FAX:
NAME: STEVE JACKSON	NAME: SHANE ARSHIRE
FIRM: CASTO TRANSCAL SEEVICES	FIRM: BOGGE RODFING
ADDRESS: 540 LEDN SULLIVAN WAY	ADDRESS: Po Bay 7455
CHARLESTON, WY 25301	HUNTINGTON, WV 25776
PHONE: 304-346-0549 FAX: 304-343-1723	PHONE: 304-429-4233 FAX: 304-429-28//
NAME: CHILTON LILLY FIRM: NV REG JAIL AUTH ADDRESS: 1325 VA ST EAST & CHARLESTON WV Z530 \$1 PHONE: 558-2110 FAX: 558-2279	NAME: Pat Haden FIRM: Tri-State Roofing + Sheet Metal ADDRESS: No. 1231 Charleston, WV 25324 PHONE: 755-8135 FAX: 755-5276
NAME: DAVID R UNRUE	RANN ROBERS
FIRM: ZMM, INC	NAME: RANDY ROBERS FIRM: MURRAY SHEET METAL
ADDRESS:	ADDRESS: 3112 SEVENTH ST.
	PARICERS BURG WV 26104
PHONE: FAX:	PHONE: 304-422-5431 FAX: 304-428-4623
NAME: HANK WALKSON	NAME: CORANG SPENCER
FIRM: 7MM we	FIRM: CIMCO
ADDRESS:	ADDRESS: 2336 VIRGINIA AVR
	HURRICAUR WV 25526
PHONE: FAX:	PHONE: 562-7705 FAX: 562-0121

SOUTH CENTRAL REGIONAL JAIL #0911 ROOF & HVAC REPLACEMENT PRE-BID MEETING SIGN-IN SHEET JUNE 30, 2009 – 1:30 PM

PLEASE PRINT	PLEASE PRINT
NAME: Jay tolcomb	A Children
FIRM: Harris Bos. Roofing +5.M. Co.	NAME: WILLIAM HINWORTH
ADDRESS: 1533 Homstood &	FIRM: ECO MECHANICAL
Owa.	ADDRESS: 40 Box 349
PHONE: 343-5565 FAX: 343-5565	CHAS. WU
	PHONE: 304 3460546 FAX: 304 3460548
NAME: GARY ZADAZ	(m 15 2 0 m 15 1) (1)
FIRM: KALKLEUTOI ROOFIH	NAME: GARY LEWIS & DENNIS DOCLAS
ADDRESS: 41.40TM ST.	FIRM: DODRILL HEMING & COSUNG
WHEELING WU 26003	ADDRESS: 420 BLD GOFF MINIRD
PHONE: 304 232. 8540 FAX: 304 232-8552	Cross Chres WV
	PHONE: 307 776 8094 FAX: 304 204 2351
NAME: Lee Gill	
FIRM: Dougherty Co Inc.	NAME:
ADDRESS: P.O. B. x 1828	FIRM:
Chas, W. 25327	ADDRESS:
PHONE: 304925-6664 FAX: 304-925-4280	
	PHONE:FAX:
NAME:	
	NAME:
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