



## 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**MATERIAL AND REPAIR WORK TO BE PERFORMED AS FOLLOWS:  
ADMINISTRATION BUILDING**

491 L.F., Guttering  
 775 L.F., Snow Retention System (Snow Guards)  
 4 EA., 8' Sections Downspouts  
 1 EA., 9' Sections Downspouts

1. Install Snow Guards on all Dormers and Cupola per the attached roof plan drawing
2. Snow Retention System to be installed on roofline above stairwells. Leave existing gutter per the attached roof plan drawing
3. Replace and paint all guttering except over stairwells per the attached roof plan drawing.
4. Snow Guard to be installed on roof area above all guttering and as noted above.

**EQUIPMENT DIVISION BUILDING**

68 L.F., Guttering  
 513 L.F., Snow Retention System (Snow Guards)

5. Replace and paint 68 feet of guttering per the attached roof plan drawing.
6. Install 513 feet of Snow Guards per the attached roof plan drawing.

**B&G, SIGN SHOP, BRIDGE AND STOREROOM BUILDING**

52 L.F., Guttering  
 495'-4" Snow Retention System (Snow Guards)

7. Replace and paint 52 feet of guttering per the attached roof plan drawing
8. Install 465'-4" of Snow Guards per the attached roof plan drawing
9. Install 30 feet of Snow Guards to canopies, 6 each at 5 feet.

## LAB BUILDING

281 L.F., Guttering  
281 L.F., Snow Retention System (Snow Guards)

10. Replace and paint 281 feet of guttering per the attached roof plan drawing
11. Install 281 feet of Snow Guards per the attached roof plan drawing

## ADDITIONAL CONDITIONS AND WORK TO BE COMPLETED

12. Gutter Joints to be sealed by installing 6 inch EDPM Rubber or equal at each gutter joint. NOTE At least one joint pulled loose at the rivet needs repaired.
13. All downspouts need to be checked for old snow guards and removed as needed.
14. All guttering is to be cleaned of all dirt and debris.
15. Color of Snow Retention System, gutters and downspouts to be chosen by the Division of Highways.
16. Product Literature should be included
17. Clean up and remove all debris generated during the project with the exception of any material removed from the buildings the DOH wants to retain.

CONTACT SAM GARDNER, BUILDINGS AND GROUNDS SUPERVISOR, BEFORE BEGINNING THE PROJECT AT 304-320-1527 and/or John Carter at 304-487-5243.

## BID SCHEDULE

## MATERIAL

Item No.	Quantity	Description	Unit Price	Amount
1.	2,064'-4"	Snow Retention System ColorGard S-5 or Equal	_____	_____
2.	892	L.F., Gutter Replacement 24 Gauge Metal	_____	_____
3.	41	L.F., Downspout Replacement	_____	_____
4.	72	L.F., Fascia Replacement 3 ea. 24' sections	_____	_____

TOTAL \$ \_\_\_\_\_

SIGN IN SHEET

RFQ # 10110034

Date: 09/02/10

- | Firm & Representative Name:  | Mailing Address:  | Phone, Fax, & E-Mail:  |
|--|---|--|
| 1. <u>IMPROVEMENTS UNLIMITED</u><br><u>STEVEN DORMAN</u>           | <u>9123 IMPROVISED RD.</u><br><u>PRINCETON, WV <del>24740</del> 24740</u> | P <u>304-487-<del>2176</del> 1266</u><br>F <u>304-487-2176</u><br>E-mail <u>imuc@yahoo.com</u> |
| 2. <u>TRI-STATE Roofing and Sheet Metal</u><br><u>Rick Shaffer</u> | <u>Box 1031</u><br><u>Charleston WV</u>                                   | P <u>304-755-8135</u><br>F <u>304-755-5275</u><br>E-mail <u>RShaffer@TRI-state-service.com</u> |
| 3. <u>Pearl Gate Construction</u><br><u>Craig Brown</u>            | <u>7 Anchors Way</u><br><u>Winfield, WV</u>                               | P <u>304-539-8999</u><br>F <u>304-755-4885</u><br>E-mail _____                                 |
| 4. <u>EUGENE TUCKWILLER</u>  | <u>WINDOH D-10</u><br><u>PRINCETON WV</u>                                 | P <u>304-887-2325</u><br>F _____<br>E-mail _____   |
| 5. <u>Frye Roofing inc.</u><br><u>Marcel Albert</u>                | <u>2000 Princeton Ave</u><br><u>Bluefield, WV</u>                         | P <u>304-327-5314</u><br>F <u>304-325-3700</u><br>E-mail <u>Marcel@fryeroofing.com</u>         |

Please print or write legibly!

Your fax # is essential to contact you timely!

## SIGN IN SHEET

RFQ # \_\_\_\_\_

Date: \_\_\_\_\_

Firm &amp; Representative Name:

Mailing Address:

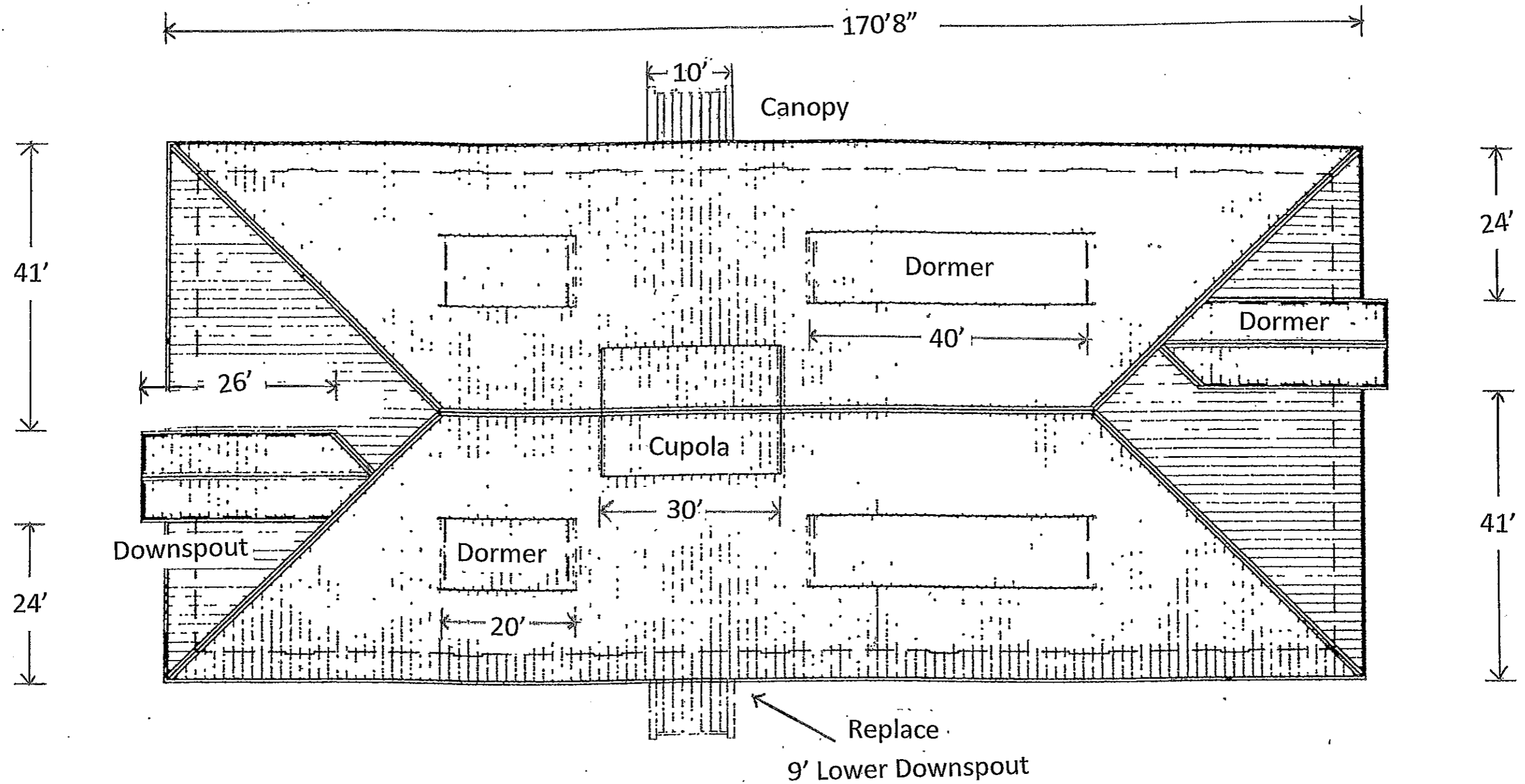
Phone, Fax, &amp; E-Mail:

1. Dillon Construction 452 Lockwood Rd P 304-887-3029  
Curtiss Dillon Rock WV 24747 F 304-425-3825  
 E-mail CurtissDillon@yahoo.com
2. HARRIS BROS Roofing Co. 1523 HANSEMAN ST P 304-348-6576  
CHARLESTON WV 25311 F 304-348-5568  
 E-mail \_\_\_\_\_
3. Angela D. Roske WV DOH D-10 P 304-487-5258  
270 Hardwood Lane F 204-487-5222  
Princeton, WV 24740 E-mail angela.d.roske@wv.gov
4. Rick G. Braun WV DOH D-10 P 304-888-5017  
270 Hardwood Lane F 304-487-9718  
Princeton, WV 24740 E-mail Rick.G.Braun@wv.gov
5. Samuel H. Gardner WV ~~DOH~~ DOH D-10 P 304 320-1527  
WV F 304 487-5245  
 E-mail Sam.H.Gardner@wv.gov

Please print or write legibly!

Your fax # is essential to contact you timely!

# Administration Building

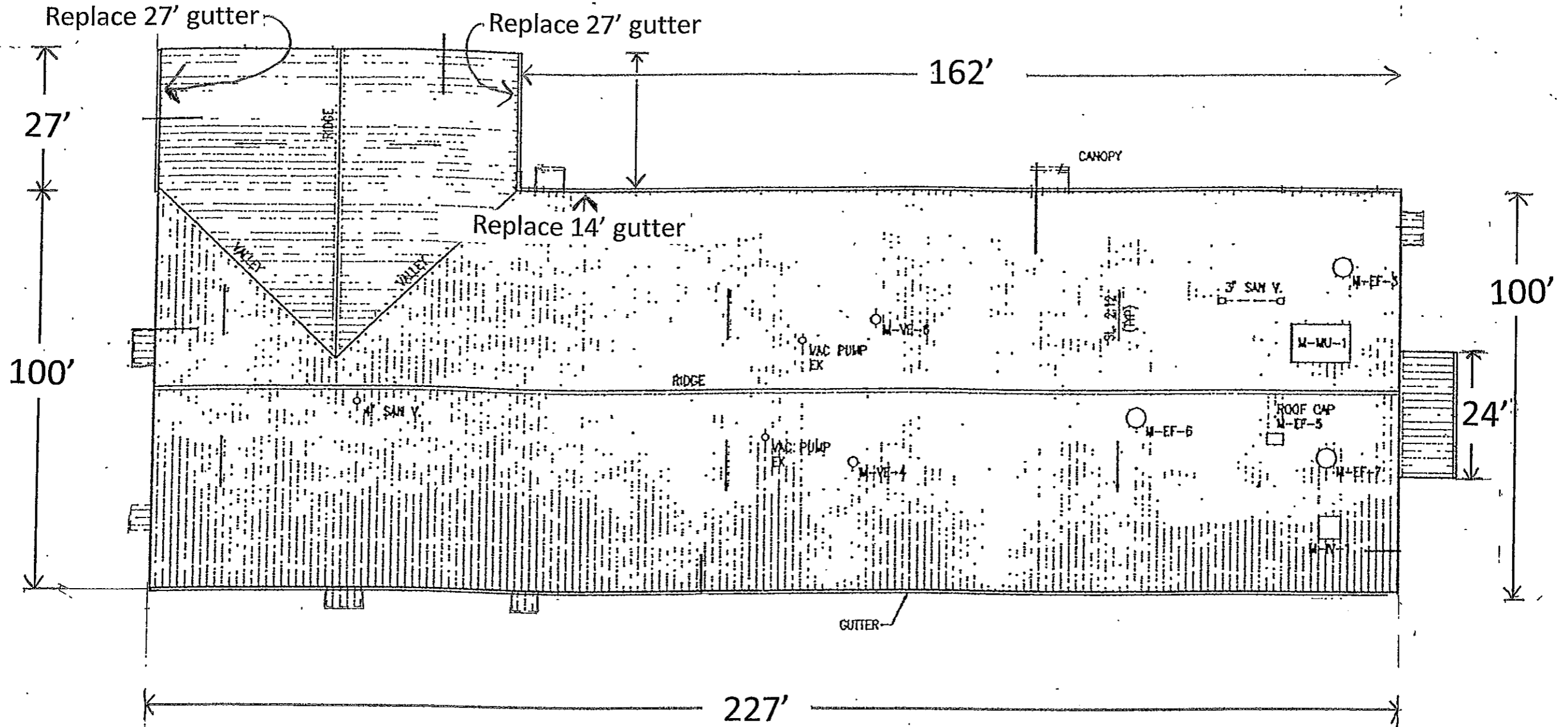


Replace 4ea. 8' downspouts on the Doghouse Dormers

Replace  
9' Lower Downspout

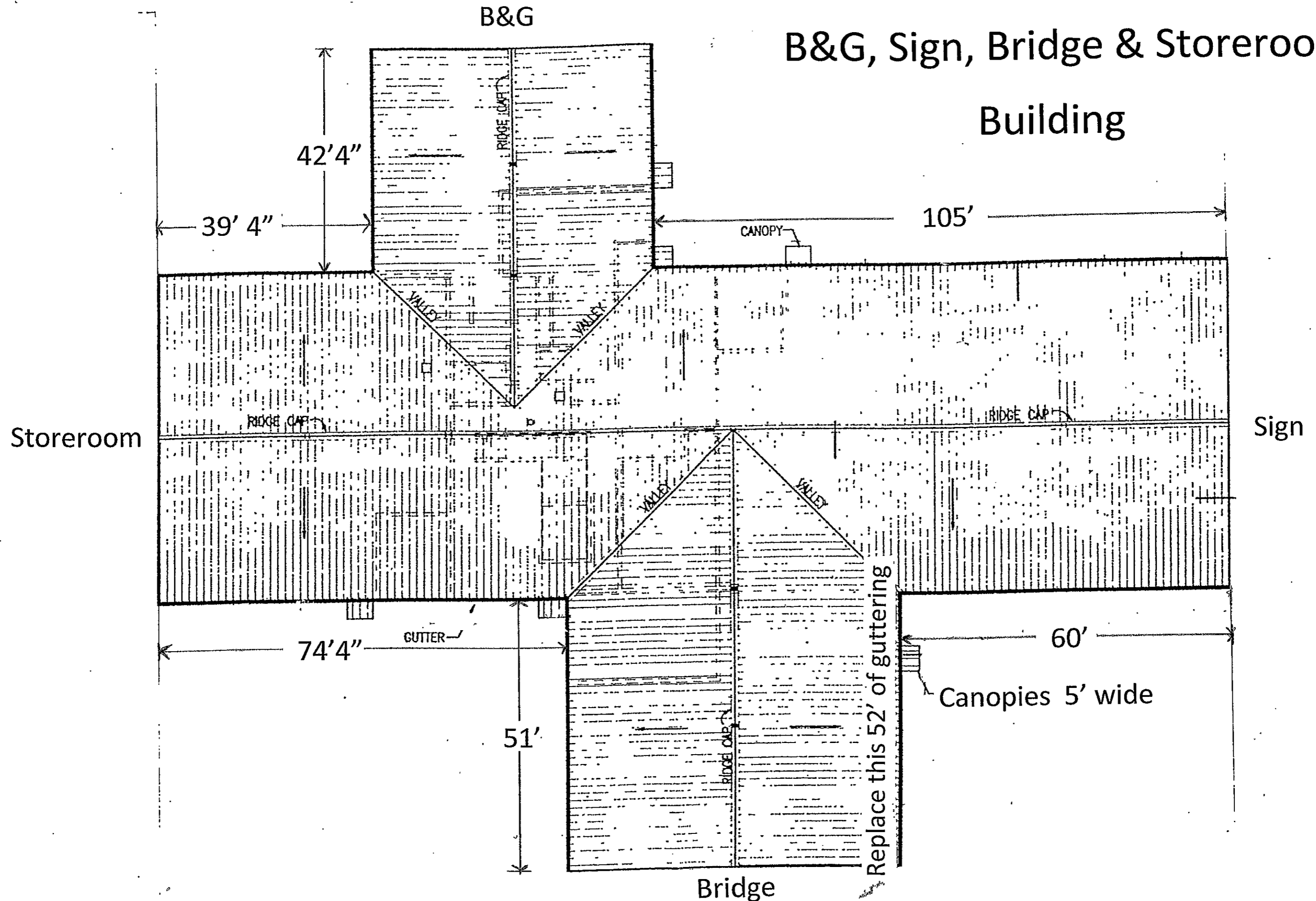


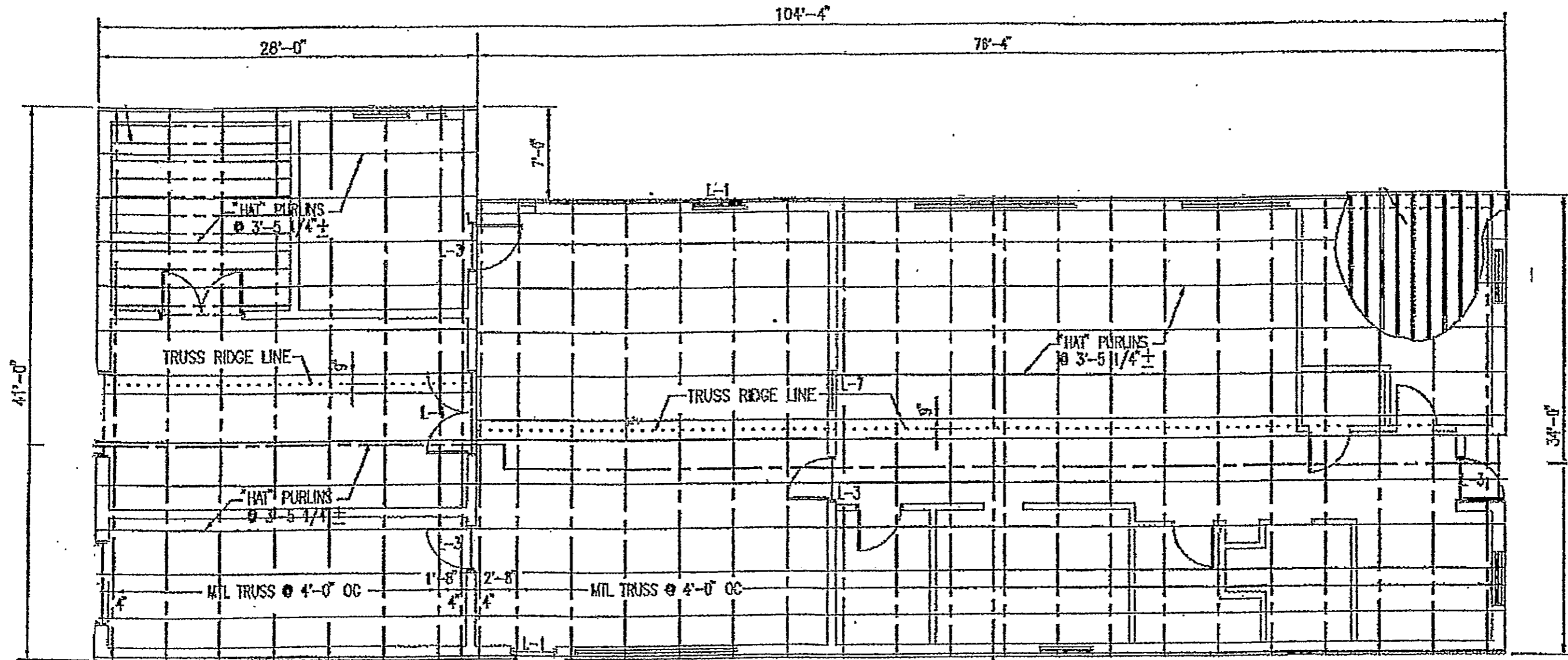
# Equipment Division Building



2 ea. 8' canopies 6 ea. 5' canopies

# B&G, Sign, Bridge & Storeroom Building





# Lab Building

Material

281' guttering

281' snow retainer