



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
DJS010336

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER

 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/25/2011				

BID OPENING DATE: 06/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. PRE-BID SIGN-IN SHEETS AND MINUTES ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		968-20		
CONSTRUCTION AND RENOVATION PROJECT						
***** THIS IS THE END OF RFQ DJS010336 ***** 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. 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 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).



ARCHITECTS & ENGINEERS

ADDENDUM NO. 1

RE: Davis Center Renovations
West Virginia Division Of Juvenile Services
Blackwater Falls Road
Davis, West Virginia 26260
Architect's Project No. 1026

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 ATTENDANCE LIST IS ATTACHED TO THIS ADDENDUM

PRE-BID MEETING MINUTES ARE ATTACHED TO THIS ADDENDUM

Attachments: Pre-Bid Conference Attendance List..... 3 pages
Pre-Bid Meeting Minutes..... 3 pages

DAVIS CENTER RENOVATIONS - WV DIVISION OF JUVENILE SERVICES #1026
PRE-BID MEETING SIGN-IN SHEET
MAY 23, 2011 - 1:30 PM.

PLEASE PRINT

NAME: Steve Solomon
FIRM: Solo CRANE INC
ADDRESS: 194 W Park Ave
Weston, WV 26501
PHONE: 304-296 497 FAX: 296 4971
E-MAIL: _____

NAME: Jeremy Irons
FIRM: Harbel, Inc.
ADDRESS: 11521 M. Lor Ave
Cumberland, MD 21502
PHONE: 301-729-8900 FAX: 301-729-0163
E-MAIL: kmaury@thebeltgroup.com

NAME: STEVE SZABO
FIRM: ALL CONSTRUCTION INC.
ADDRESS: P.O. Box 232
Mt. Storm, WV
PHONE: 304 693-7131 FAX: 304 693-7199
E-MAIL: ALL. ESTIMATOR@FRONTIER.NET

NAME: TERRY AIKENS
FIRM: W. HARLEY MILLER CONTRACTORS
ADDRESS: 1193 HEDGESVILLE ROAD
MARTINSBURG, WV, 25403
PHONE: 304-267-8959 FAX: 304-267-3847
E-MAIL: Taikens@whmcontractors.com

PLEASE PRINT

NAME: Jason Merrill
FIRM: Mankheim Corporation
ADDRESS: 2025 Greentree RD
Pittsburgh, PA 15220
PHONE: 412 306 0534 FAX: 412 306 0535
E-MAIL: Jmerrill@Mankheimcorp.com

NAME: BANK HEATING & COOLING
FIRM: Bob AYERSMAN
ADDRESS: 13972 George Washington
Road, Leesburg, VA 20176
PHONE: 304-454-9714 FAX: 304-454-9716
E-MAIL: Bob AYERSMAN@yubio.com

NAME: James Carney, Jr. / A. Vance
FIRM: Oval Construction Management LLC
ADDRESS: PO Box 401
Charleston, WV 25322
PHONE: 304-347-8820 FAX: 304-347-8821
E-MAIL: jcarney@ovalconstruction.com

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

DAVIS CENTER RENOVATIONS - WV DIVISION OF JUVENILE SERVICES #1026
PRE-BID MEETING SIGN-IN SHEET
MAY 23, 2011 - 1:30 PM.

PLEASE PRINT

NAME: Bud Henderson
FIRM: City Construction Co.
ADDRESS: Rt 2 Box 285
Clarksburg WVA
PHONE: 304-623-2573 FAX: 623-5179
E-MAIL: BHenderson@WVDSL.NET

NAME: Robert Wagner
FIRM: IBEW Local 596
ADDRESS: 1001 N 12th Street
Clarksburg WV 26301
PHONE: 304 622 0151 FAX: 304 622 2099
E-MAIL: R.Wagner@IBEW596.COM

NAME: JAMES E. BROWN
FIRM: B.A. BROWN & SON, INC
ADDRESS: 215 MILL ST
FARMONT, WV 26554
PHONE: 304.363.4500 FAX: 304.366.9456
E-MAIL: jbrown@gabrown.com

NAME: CHAD JUSTICE
FIRM: JARRETT Construction Serv.
ADDRESS: P.O. Box 5250
Charleston, WV 25361
PHONE: 304-344-9146 FAX: 304-344-9143
E-MAIL: CHAD.JUSTICE@JARRETT-CONSTRUCTION.COM

PLEASE PRINT

NAME: Dan Hill
FIRM: Danhill Construction Co
ADDRESS: P.O. Box 685
Gawley Bridge, W. Va
PHONE: 304-632-1600 FAX: 304-632-1501
E-MAIL: Rdanhill@hotmail.com

NAME: Jordan Tollock
FIRM: Ryan Construction
ADDRESS: 2525 Liberty Ave
Pittsburgh PA 15222
PHONE: 412-392-2525 FAX: 412-392-2526
E-MAIL: jtollcock@ryaninc.com

NAME: Howard HARPER
FIRM: Triplet H Const
ADDRESS: PO Box 176
Beverly WV 26253
PHONE: 304 636 1194 FAX: 304 636 3680
E-MAIL: _____

NAME: GREGG STAWARZ
FIRM: MARCH-WESTIN
ADDRESS: 360 FRONTIER ST.
MTN, WV 26505
PHONE: 304.999.4890 FAX: 304.999.7509
E-MAIL: gregg@marchwestin.com

DAVIS CENTER RENOVATIONS - WV DIVISION OF JUVENILE SERVICES #1026
PRE-BID MEETING SIGN-IN SHEET
MAY 23, 2011 - 1:30 PM.

PLEASE PRINT

NAME: PAUL MURVA
FIRM: Lombardi Development
ADDRESS: 820 Donegal Dr. East
Follansbee WV
PHONE: 304-748-5420 FAX: 304-748-8488
E-MAIL: bernice@LombardiDevelopment.COM

PLEASE PRINT

NAME: NEIL DIAL
FIRM: NEIGHBORGALL CONSTRUCTION Co.
ADDRESS: 1216 7TH AVE
HUNTINGTON, WV 25701
PHONE: 304-525-5181 FAX: 304-525-7795
E-MAIL: NDIAL@NEIGHBORGALL.COM

NAME: _____
FIRM: _____
ADDRESS: _____

PHONE: _____ FAX: _____
E-MAIL _____

NAME: _____
FIRM: _____
ADDRESS: _____

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NAME: _____
FIRM: _____
ADDRESS: _____

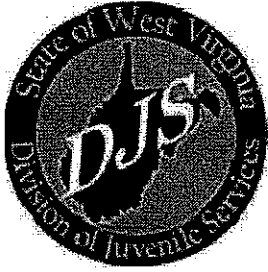
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NAME: _____
FIRM: _____
ADDRESS: _____

PHONE: _____ FAX: _____
E-MAIL _____

NAME: _____
FIRM: _____
ADDRESS: _____

PHONE: _____ FAX: _____
E-MAIL _____



Re: Pre-Bid Meeting Minutes
 Davis Center Renovations
 Request for Quotation #DJS10336

Date: 23 May 2011
 Time: 1:30 pm
 Location: Davis Center
 Blackwater Falls Road
 Davis, West Virginia 26260

1. OWNER/USER:

- a. Address
 West Virginia Division of Juvenile Services
 1200 Quarrier Street
 Charleston, WV 25301
- b. Contacts
 Mr. Jim Goddard, Director of Operations
 Mr. Bruce Blackhurst, Asst. Director – Budget & Finance
 Ms. Stephanie Bond, Superintendent – Kenneth Honey Rubenstein Juvenile Center

2. DESIGNER OF RECORD:

- a. Address
 ZMM Architects and Engineers
 222 Lee Street West
 Charleston, WV 25302
- b. Contacts
 Mr. Adam Krason, Principal
 Mr. Rodney Pauley, Project Manager

3. PURCHASING:

- a. Address
 WV Department of Administration - Purchasing Division
 Building 15
 2019 Washington Street East
 Charleston, WV 25305
- b. Contact
 Ms. Tara Lyle
 Fax: (304) 558-4115
 Email: tara.l.lyle@wv.gov

4. Work will be constructed under a single prime contractor.
5. Written questions and prebid substitutions will be accepted until 5:00 pm on Thursday, 02 June 2011. Inquiries may be sent via USPS, fax, courier or email (email preferred) to Ms. Tara Lyle at Purchasing Division.
6. In order to assure no one receives an unfair advantage, no questions will be answered orally. Direct verbal communication with the Designer of Record is not authorized.
7. Substitution requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer.
8. All questions shall be answered and all approved substitutions requests shall be set forth in an Addendum that will be issued by Tara Lyle at Purchasing Division.
9. Signed & sealed bids will be received by the Owner until 1:30 pm on Tuesday, 21 June 2011
WV Department of Administration – Purchasing Division
Building 15
2019 Washington Street East
Charleston, WV 25305
10. Contract Duration is 365 calendar days from the NTP.
11. Liquidated Damages are \$500 for each day of delay.
12. Any solicitation for a public improvement construction contract requires the submission of a Purchasing Affidavit.
13. A Drug-Free Workplace Affidavit must be signed and submitted with the Bid. Failure to submit shall result in disqualification of Bid.
14. Prevailing Wage Rates apply to this project. The Contractor and subcontractors shall pay the U.S. Department of Labor minimum wage rates as established for Tucker County.
15. The successful Contractor is required to provide/furnish proof of the following:
 - a. Worker's Compensation coverage
 - b. Commercial General Liability Insurance
 - c. Builder's Risk Insurance in an amount equal to 100% of the Contract.
 - d. Performance Bond and Labor/Material Bond for 100% of the Contract.
 - e. 2-year Maintenance Bond covering the roof system.
 - f. Bid Bond equal to 5% of the total amount of the bid, payable to the State of WV, shall be submitted with each Bid.
16. The successful Contractor must be, or become a registered vendor with the State of WV.
17. The Contractor will have access to the site 24/7, including weekday nights and weekends.
18. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting.
19. Supervision: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting.

20. Owner has hired a contractor to remove the Vocational Building and the adjacent small storage shed.
21. Currently in the site drawings it states that "others" will be demolishing the asphalt and concrete paving. There will be a future Addendum that revises this to be included in the base bid contract.
22. Owner will be hiring a contractor to provide and install the new asphalt paving, re-sealing existing asphalt paving and striping. All new concrete site paving will be by the GC.
23. Owner will be hiring a fencing contractor to provide and install fencing around the utility courtyard and security fencing around the site perimeter and outdoor recreation yards. The sally port security gates and fencing will be part of the base bid contract.
24. Designer of Record (ZMM) will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.
25. Aspects of the Contract: Please review the following:
 - a. Contract Modification Procedures – Section 01250
 - b. Payment Procedures - 01290
 - c. Project Management and Coordination (Meetings) – Section 01310
 - d. Submittal Procedures – Section 01330
 - e. Temporary Facilities and Controls – Section 01500
 - f. Substitutions - 01631
 - g. Execution Requirements - 01700
 - h. Cutting and Patching – Section 01731
 - i. Selective Demolition - 01732
 - j. Warranties – Section 01740
26. Summary of Work: A brief description of the demolition and new construction was given by ZMM along with a summary of the alternates and unit prices.

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, 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. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE