



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
 HHR11065

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS/DHHR PURCHASING
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/24/2010				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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DATE PRINTED		TERMS OF SALE		SHIP VIA		F.O.B		FREIGHT TERMS	
09/24/2010									
BID OPENING DATE:		10/13/2010		BID OPENING TIME		01:30PM			
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT			
				ADDENDUM NO. 2					
				1. QUESTIONS AND ANSWERS ARE ATTACHED.					
				2. SPECIFICATIONS AND ATTACHMENTS ARE ATTACHED.					
				3. 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.					
				EXHIBIT 10					
				REQUISITION NO.: HHR11065					
				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.					

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).



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p style="text-align: center;">..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		770-93		
TO PROVIDE A NEW MEMBRANE ROOF PER THE ATTACHED SPEC						
***** THIS IS THE END OF RFQ HHR11065 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Date: 09/21/2010

SIGN IN SHEET

Request for Quotation No. HHR11065

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Bress Roofing, Inc</u>	<u>P.O. Box 7455</u>	PHONE <u>304-429-4233</u>
Rep: <u>Shane Abshire</u>	<u>Huntington, WV 25776</u>	TOLL FREE
Email Address: <u>shane@baggroofing.com</u>		FAX <u>304-429-2811</u>
Company: <u>Kalkreuth Roofing & Sheet Metal</u>	<u>41-40th St</u>	PHONE <u>304-232-8540</u>
Rep: <u>Adam Cawser</u>	<u>Wheeling, WV</u>	TOLL FREE
Email Address: <u>acawser@krsm.net</u>		FAX <u>304-233-5305</u>
Company: <u>Mansueto Roofing</u>	<u>116 wood Street</u>	PHONE <u>740-633-7320</u>
Rep: <u>Mark Speirs</u>	<u>Martins Ferry, OH</u>	TOLL FREE
Email Address: <u>mark@mansuetoroofing.com</u>	<u>43935</u>	FAX <u>740-633-7322</u>
Company: <u>NCKS</u>	<u>618 - Fifth St. West</u>	PHONE <u>304-523-5500</u>
Rep: <u>Lenny Barker</u>	<u>Huntington, WV 25701</u>	TOLL FREE
Email Address: <u>lbarker@comroofs.com</u>		FAX <u>304-523-5528</u>
Company: <u>FAIRFAX, INC.</u>	<u>P.O. Box 400</u>	PHONE <u>740-867-2727</u>
Rep: <u>Joak Russell</u>	<u>CHESAPEAKE, OHIO 45619-0400</u>	TOLL FREE
Email Address: <u>FAIRFAXINC@AOL.COM</u>		FAX <u>740-867-2727</u>

Date: 09/21/2010

SIGN IN SHEET

Request for Quotation No. HHR11065

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>TRI-STATE ROOFING & SHEET METAL</u>	<u>PO Box 1231</u>	PHONE <u>304-755-8135</u>
Rep: <u>BRIAN LINVILLE</u>	<u>CHARLESTON, WV</u>	TOLL FREE
Email Address: <u>Blinville@tri-stateservice.com</u>	<u>25324</u>	FAX <u>304-755-5275</u>
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX

Pre-bid Questions and Additional/Modified Requirements RFQ# HHR11065 - OCME Roof Replacement

Questions from Pre-bid Meeting

1. Which specifications are the correct ones? The mailed copy is different from what was downloadable from the web.

Apparently a previous revision of the specification was accidentally made available to bidders. The correct version at the time of the RFQ mail out is attached. This document has not been updated to reflect any of the modifications to the specifications listed below or elsewhere in this Addendum.

2. During the pre-bid meeting and walkthrough, core samples were taken from two areas of the roof that were suspected as possibly containing asbestos.

The samples were tested by ASTAR ABATEMENT, INC. with the following results.

- Receiving area - no asbestos was detected
- Autopsy area -- asbestos detected

The vendor shall be responsible for appropriate asbestos abatement for the roof of the autopsy area. The vendor shall submit a plan to the Department for approval that allows for maximum continuous operations during the abatement. The Department will be furnished record of proper disposal of all contaminated materials.

Questions Submitted to Purchasing Buyer

1. In the Specifications item 3.2.10 list the metal to be 24 gauge galvanized with no paint finish. I recommend using a 24 gauge Kynar finish metal selected from the standard color chart by the owner. The paint finish on this metal will have a 20 year guarantee not to fade or chip. There is no difference in the cost, and it can match the paint scheme on the building.

3.2.10 shall be modified to read, "On all outside parapet walls, vendor shall provide and install new 24 gauge metal coping coated with Kynar 500® polyvinylidene fluoride resin or equal coating of a color matching the gutters and downspouts. Vendor shall provide and install new 24 gauge galvanized metal gravel stop coated with Kynar 500®"

polyvinylidene fluoride resin or equal coating around any remaining perimeter of the building.”

3.2.8 shall be modified to read, “Vendor shall install new gutters and downspouts at all existing locations. Gutters and downspouts shall be coated with Kynar 500® polyvinylidene fluoride resin or equal coating. Color coating shall be selected by the vendor and approved by the Department.”

2. In the Specifications item 3.2.10 list a gravel stop to be replaced. Part of the building has a coping system (a metal cap covering the entire top of the wall). Will the area that has coping be replaced with a gravel stop or a coping system?

Please see the response for Vendor Question #1.

3. Will the metal system be attached with a full cleat for wind up lift or is exposed fasteners permitted?

The metal system shall be attached with a full cleat.

4. Will a LF cost line item be inserted on the bid form for the replacement of damaged or deteriorated wood nailer?

The wood nailer shall be considered part of the decking and if major repairs are required it will be completed on a time and materials basis the same as for the decking.

5. Receiving Roof Area: The wall has an expansion wall between the higher level and the receiving roof level. I would recommend allowing the membrane to extend over the expansion area and be terminated 12” up on the block wall of the higher roof level.

The membrane shall extend up over the expansion wall from receiving to the upper section and be terminated 12” up on the block wall of the higher roof level.

6. Receiving Roof Area: One wall (north side I believe) has a wall flashing that turns up the wall 12” and terminates with a metal counter flashing. It would make a better install to allow the new roof system to extend an added 18” and terminate under the metal system. The exposed wall has had water proofing install at one time but is in need of it again. This would eliminate this process and system would be covered in the water tight warranty.

On the north side wall of the receiving roof area and where possible in any other areas where the existing roof terminates with metal counter

flashing, the membrane shall extend such as to terminate under the metal system.

7. Upper Section: The new elevator addition (less that 10'x10' area) has the membrane loose at the edge with no termination. It is just adhered to the metal copping cap that will need to be removed for the new roof install. If this area is included in the replacement scope of work the cost will not increase much compared if it was to blow off in the future.

The roof shall be replaced over the elevator following the specification of all the other roof areas. The membrane shall extend down over the walls from the above areas and shall terminate under metal coping on the edges.

8. Are there any plans to go with the specs for this project?

The only plans are the hand drawings (3) that were included with the specifications.

**REQUEST FOR QUOTATION
HHR11065**

1. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to removing the existing roof, making any necessary repairs/modifications to existing decking and replacing roof with a new membrane roof as specified at WV Office of the Chief Medical Examiner located at 619 Virginia St. W, Charleston, WV 25302.
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein this document is a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. Any drawing or measurements provided by the Agency are approximations only and should not be relied upon as the basis for the vendor's bid. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A **mandatory** vendor prebid conference is scheduled for September 21, 2010 at 10:00 AM in the conference room of the WV Office of the Chief Medical Examiner. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the stated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation, the

effectiveness of the system or the product manufacturer's warranty is not compromised.

- 3.2 Vendor shall remove the existing roof and insulation down to the deck; vendor shall remove loose membrane flashings; vendor shall remove all existing skylights (4); vendor shall remove all debris from the roof and haul away to an approved landfill.
 - 3.2.1 In area where skylights are removed, vendor shall build and insulate decking consistent in type and quality to existing deck for surrounding roof area. Vendor coordination with Agency on relocation of some existing sprinkler heads may be necessary.
 - 3.2.2 The vendor shall make minor repairs to decking where needed. If any requirements for major repairs or modification are discovered, vendor will perform on a labor/materials basis after receiving approval from the Agency.
 - 3.2.3 Over the entire area, vendor shall apply a continuous layer of 1.5" isocyanurate roof insulation; vendor shall mechanically fasten insulation to the roof deck.
 - 3.2.4 Over the new insulation, vendor shall apply a 60 mil, fully adhered, EPDM (Ethylene Propylene Diene Monomer (or Terpolymer)) rubber roof system.
 - 3.2.5 At all walls and curbs, vendor shall install membrane flashing and mechanically attach the new flashing continuously along the top edge.
 - 3.2.6 Vendor shall apply manufacturer approved flashing systems at all pipes, drains, metal drain boxes, and other projections.
 - 3.2.7 Vendor shall raise air conditioning units as necessary to apply the new roof underneath; vendor shall re-set the units on new roof in accordance with approved procedures. Vendor shall disconnect all ductwork, gas and/or electrical lines, as necessary. Once new roof is installed, the vendor shall reconnect all ductwork, gas and/or electrical lines previously disconnected.
 - 3.2.8 Vendor shall install new gutters and downspouts at all existing locations.
 - 3.2.9 Vendor shall provide and install new treated wood sleepers under all gas lines.
 - 3.2.10 Vendor shall provide and install new 24 gauge galvanized metal gravel stop around the entire perimeter of the building.

- 3.2.11 Vendor shall provide and install new walk pads around all HVAC rooftop units.
- 3.2.12 Vendor shall perform all work in strict accordance with the manufacturer's printed specifications.
- 3.3 Upon completion, vendor shall furnish manufacturer's written warranty for labor and material for 20-years.
- 3.4 Vendor shall perform only as much work every day as can be made watertight that day. Vendor shall protect owner's property at all times, Vendor shall protect workmen, pedestrians and employees at all times using scaffolding, barricades, signs, etc. Vendor shall comply with all State and Federal Safety Regulations.
- 3.5 Vendor shall install an existing (provided by the Agency) prefab roof access ladder between the Receiving and Upper Sections of the roof. Specific location as directed by Agency staff at specific time of installation.

4. INSPECTION:

- 4.1 Vendor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the vendor for any error or negligence on his part in connection with this requirement.
- 4.2 The Vendor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Vendor shall provide two copies of shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the vendor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Vendor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the

existing electrical system shall be repaired or replaced by the vendor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Vendor shall coordinate with the Maintenance Supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Maintenance Supervisor shall prevail.
- 7.2 The Vendor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Vendor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Vendor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The roofing system shall have a non-prorated, twenty (20) year full system warranty on materials and labor certified by the manufacturer.

9. PERMITS:

- 9.1 The Vendor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

- 10.1 The Vendor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the vendor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

- 11.1 The Vendor and any sub-vendors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **KANAWHA COUNTY** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:
<http://www.sos.wv.gov/administrative-law/wagerates/Pages/2010BuildingConstruction.aspx>

12. PAYMENT SCHEDULE:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner. The vendor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid at 100% completion.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

- 13.1 All work shall be complete within 90 calendar days from the approval of the shop drawings.

14. DELAYS AND EXTENSION OF TIME:

- 14.1 If the Vendor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate vendor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 Vendor may set a trailer or temporary storage building on the site for all equipment and tools. The Vendor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

- 16.1 The Vendor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

- 17.1 Any damages occurring to the building or property resulting from the vendor's performance of this work shall be the responsibility of the vendor to repair at his expense, either by using his own forces or that of an approved sub-vendor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.
- 18.3 Before the Purchase Order is processed, the successful bidder must provide to the Owner a valid copy of their Business licenses through the Secretary of State's Office.

19. ATTACHMENTS

ATTACHMENT A – Vendor Bid Summary

ATTACHMENT B – Roof Drawings (3 pages); vendor is responsible for verifying all drawings and measurements, drawing are NOT to scale.

Vendor Bid Summary

Removal and Replacement of Existing Roof: _____

Necessary Major Repairs or Modification to Decking Discovered After Award

Labor = \$ _____ per hour

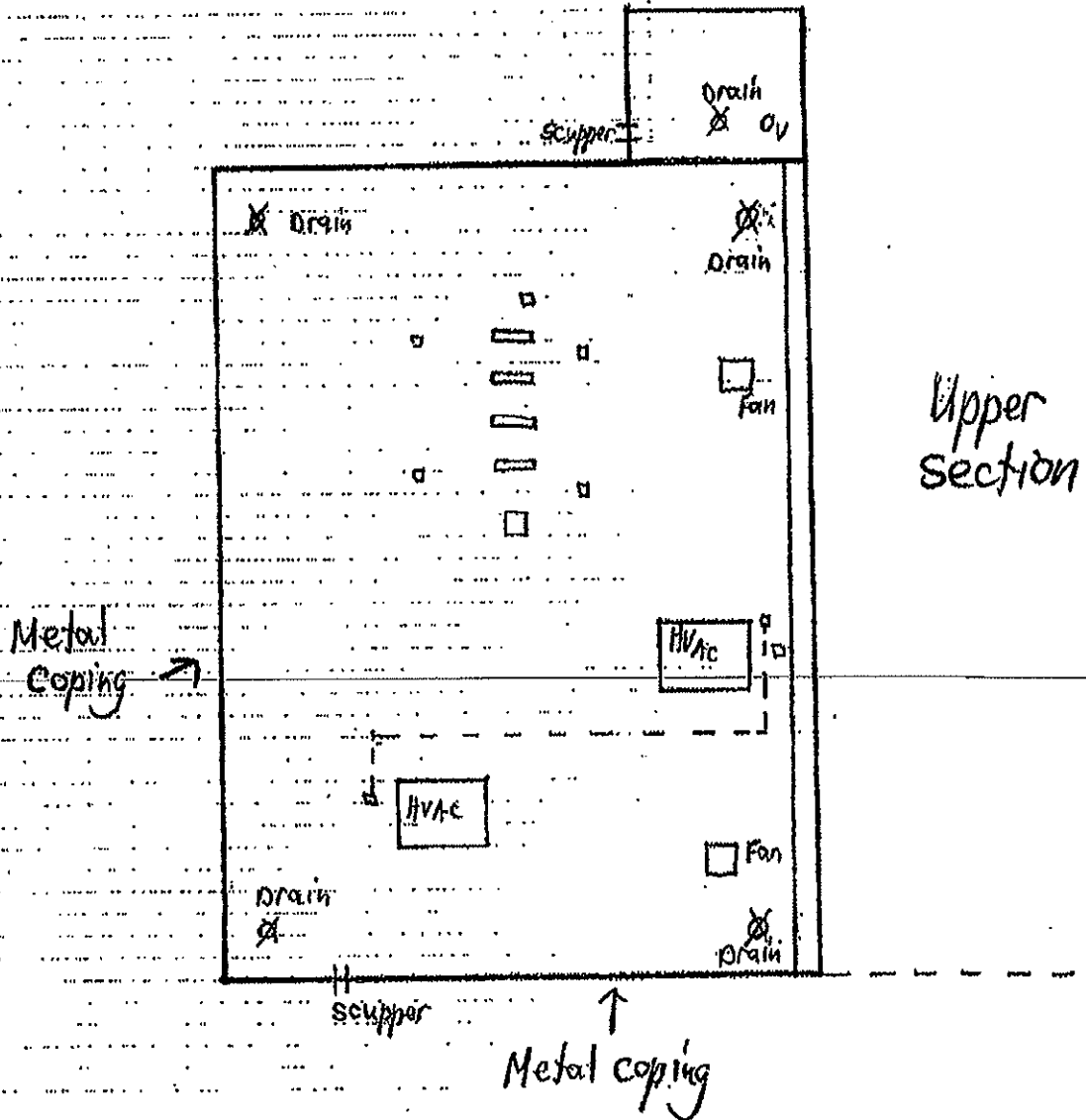
Materials = Vendor Cost, plus _____ %

If any requirements for major repairs or modification are discovered, vendor will perform on a time/materials basis after receiving approval from the Agency. Minor repairs to the decking are considered part of the vendors base bid.

Vendor Signature: _____

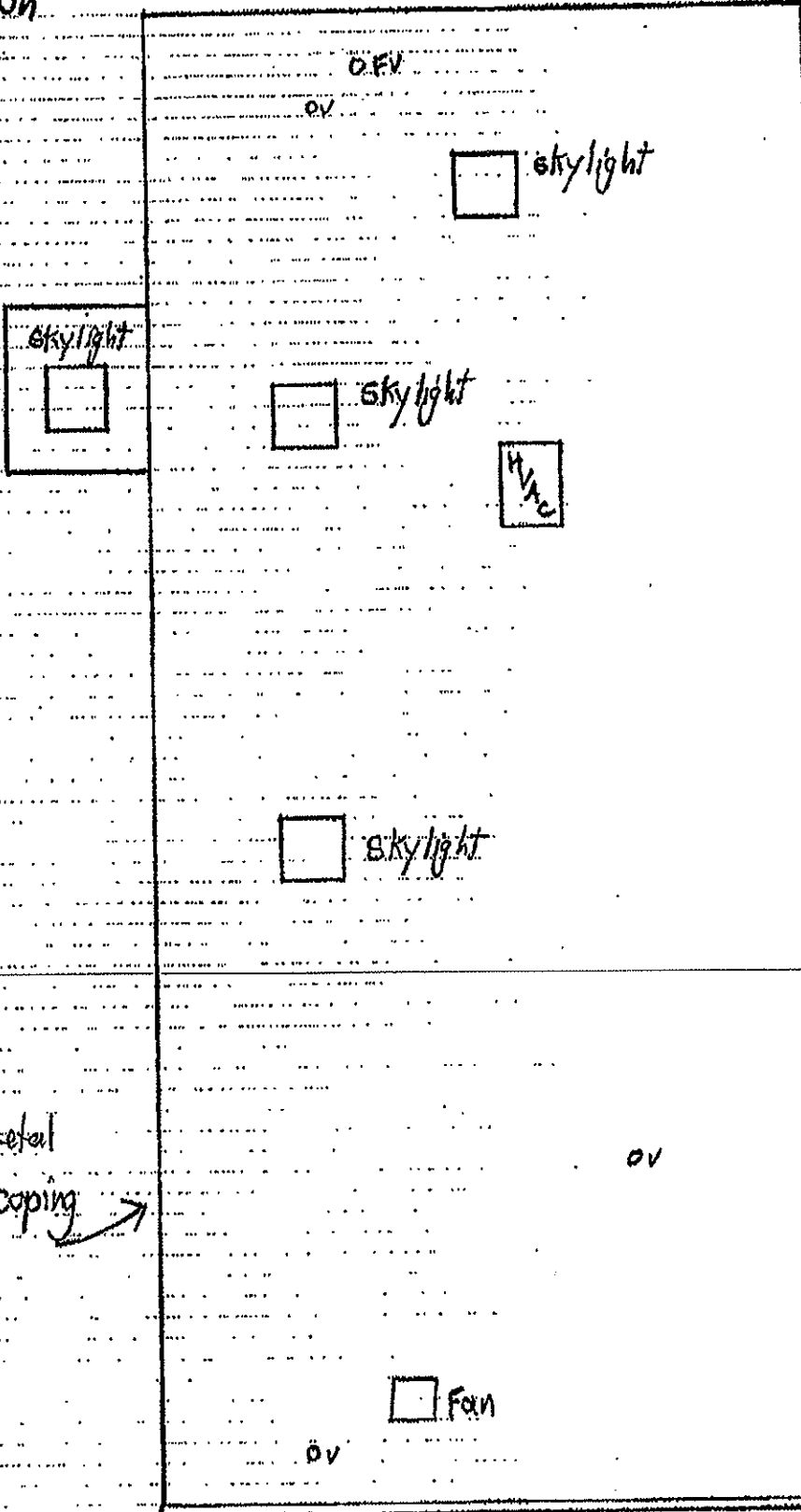
Date: _____

"Receiving"



Upper Section

Metal coping ↓

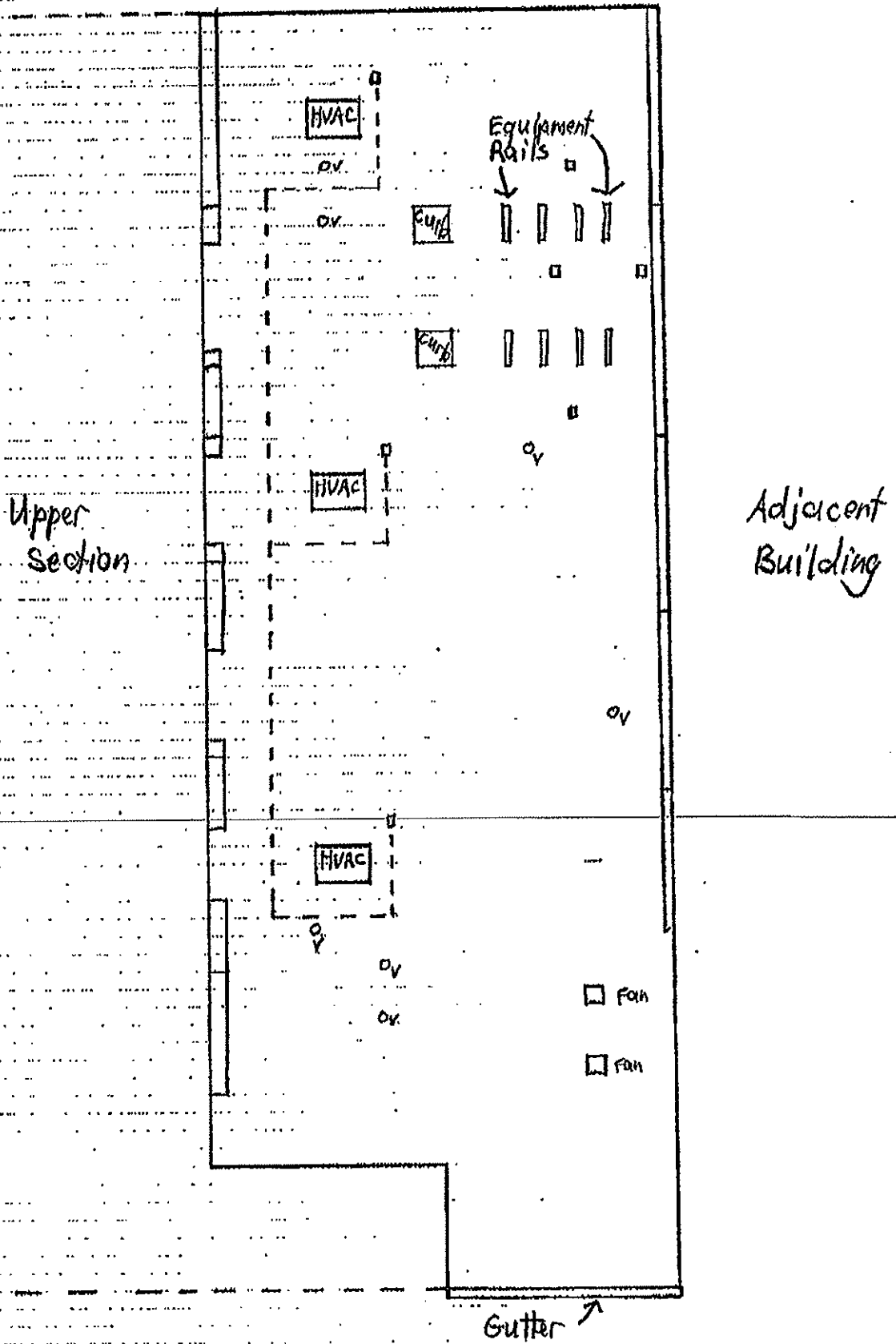


Metal coping ←

Metal coping →

Gutter Edge

"Autopsy"





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and, (Company Name)
2. I do hereby attest that _____ (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

_____, (Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

_____, (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety
NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title

(U) Surety Corporate Seal (V) (Name of Surety)

(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.