



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
RJCMNT015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

REGIONAL JAIL AND CORRECTIONAL FACILITY AUTHORITY
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2010				

BID OPENING DATE: **09/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO REPLACE THE BID FORMS AND PROVIDE THE PRE-BID SIGN-IN SHEET, PER THE ATTACHED DOCUMENTATION.						
NOTE: NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED						
0001	1	LS		968-20		
RENOVATION OF KITCHENS & SHOWERS						
***** THIS IS THE END OF RFQ RJCMNT015 ***** 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).

September 1, 2010

ADDENDUM NO. 1

RE: Shower And Kitchen Renovations For
Central Regional Jail
South Central Regional Jail
Southern Regional Jail
West Virginia Regional Jail And Correctional Facility Authority
Architect's Project No. 1005

TO: Prospective Bidders

FROM: ZMM, Inc. Architects & 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.**

See Addendum No. 1 for the captioned project with State RFQ No. RJCMT015 as issued by the
State Of West Virginia Department Of Administration Purchasing Division as attached.

PRE-BID MEETING SIGN-IN SHEETS ATTACHED TO THIS ADDENDUM

PART 1 - CHANGES TO SPECIFICATIONS:

- A. REPLACE Bid Form dated 12/10/09 with Bid Form dated 09/01/10 as attached to this Addendum.

End Of Addendum

Attachments: *Pre-Bid Conference Sign-In Sheet* 2 pages
 Bid Form dated 09/01/10 3 pages

BID FORM

DATED: _____
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV _____

SUBMITTED TO: State of West Virginia
Department Of Administration
Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**SHOWER AND KITCHEN RENOVATIONS FOR
CENTRAL REGIONAL JAIL – SUTTON, WEST VIRGINIA
SOUTH CENTRAL REGIONAL JAIL – CHARLESTON, WEST VIRGINIA
SOUTHERN REGIONAL JAIL – BEAVER, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate Base Bid No. 1 – Perform all shower and kitchen renovations for South Central Regional Jail as indicated on Drawings and as specified.

For the sum of: _____
_____ (\$ _____).

If awarded contract on Alternate Base Bid No. 1, I (we) agree to perform the work to completion and ready for occupancy within _____ days of Owner's issuance of Notice To Proceed. (Number of Days to be proposed by Bidder).

Alternate Base Bid No. 2 – Perform all shower and kitchen renovations for Central Regional Jail as indicated on Drawings and as specified.

For the sum of: _____
_____ (\$ _____).

If awarded contract on Alternate Base Bid No. 2, I (we) agree to perform the work to completion and ready for occupancy within _____ days of Owner's issuance of Notice To Proceed. (Number of Days to be proposed by Bidder).

Alternate Base Bid No. 3 - Perform all shower and kitchen renovations for Southern Regional Jail as indicated on Drawings and as specified.

For the sum of: _____
_____ (\$_____).

If awarded contract on Alternate Base Bid No. 3, I (we) agree to perform the work to completion and ready for occupancy within _____ days of Owner's issuance of Notice To Proceed. (Number of Days to be proposed by Bidder).

COMBINED BASE BID - Perform work of Alternate Base Bid Nos. 1, 2, and 3 as indicated on Drawings and as specified.

For the sum of: _____
_____ (\$_____).

If awarded contract on Combined Base Bid, I (we) agree to perform the work to completion and ready for occupancy within _____ days of Owner's issuance of Notice To Proceed. (Number of Days to be proposed by Bidder).

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 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.

SIGNATURE OF BIDDER:

Firm: _____

By: _____

Address: _____

Title: _____

Address: _____

Phone: _____

END OF BID FORM

WV REGIONAL JAILS - SHOWER & KITCHEN RENOVATIONS #1005
PRE-BID MEETING SIGN-IN SHEET
AUGUST 25, 2010 - 2:00 P.M.

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PLEASE PRINT

NAME: Allen Jones
FIRM: Danhill Construction
ADDRESS: Gauley Bridge, WV
PHONE: 304-632-1600 FAX: 304-632-1501
E-MAIL: calledaj@hotmail.com

NAME: Timothy D Lusk
FIRM: Southern Air Inc
ADDRESS: #13 Mercer Plaza, Mercer Mall Rd
Bluefield WV 24701
PHONE: 304.324.4272 FAX: 304.324.4274
E-MAIL: tim.lusk@southern-air.com

NAME: Shane Hall
FIRM: Hall Sales Agency, LLC
ADDRESS: 6506 E. Jefferson Drive
Huntington WV 25705
PHONE: 304.302.2060 FAX: 304.302.2061
E-MAIL: hallsales@comcast.net

NAME: Robert Murdock
FIRM: ACORN ENGINEERING Co.
ADDRESS: P.O. Box 3527
Ludovisi, CA 91746
PHONE: 626-499-8674 FAX:
E-MAIL: RMURDOCK@ACORNENR.COM

PLEASE PRINT

NAME: Mark Bowles
FIRM: BECKLEY MECHANICAL, INC.
ADDRESS: 301-A GEORGE STREET
BECKLEY, WV 25801
PHONE: 304-252-1539 FAX: 304-253-1123
E-MAIL: mbowlas@beckleymechanical.com

NAME: Andy Wiseman
FIRM: Wiseman Const. Co., Inc.
ADDRESS: 1616 10th Ave
Charleston, WV 25312
PHONE: 304-344-1200 FAX: 304-344-1281
E-MAIL: awiseman@wisemanconst.co

NAME: SCOTT GRIGSBY
FIRM: ELCO MECHANICAL
ADDRESS: P.O. Box 349
CHARLESTON WV 25322
PHONE: 346-0546 FAX: 346-0548
E-MAIL: SCOTTGRIGSBY@SUDDENLINKMAIL.COM

NAME: ANDY HERRING
FIRM: CAPITAL BUILDERS
ADDRESS: 4008 5TH STREET RD.
HUNTINGTON, WV 25701
PHONE: 304-697-5002 FAX: 304-697-5004
E-MAIL: aherring.gccapitalbuild@suddenlink.net

WV REGIONAL JAILS - SHOWER & KITCHEN RENOVATIONS #1005
PRE-BID MEETING SIGN-IN SHEET
AUGUST 25, 2010 -2:00 P.M.

PLEASE PRINT

NAME: PATRICK BEALL
FIRM: PRAY CONSTRUCTION Co
ADDRESS: 4964 Teays Valley Rd
Scott Depot, WV 25560
PHONE: 304-755-4944 FAX: 304-755-7679
E-MAIL: pbeall^{x237}@prayconstruction.com

NAME: MICHAEL J LUCAS
FIRM: PARAMOUNT BUILDERS
ADDRESS: ST. ALBANS WV
PHONE: 304-727-2770 FAX: 304 727-0302
E-MAIL: CSHAU@PARAMOUNTWV.COM

NAME: WILLIAM C LILLY
FIRM: W.V. REGIONAL JAIL
ADDRESS: AUTHORITY
PHONE: 558 2110 FAX: _____
E-MAIL: WILLIAM.C.LILLY@
WV.GOV

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

PLEASE PRINT

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