



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
DNR212051

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES  
 2311 OHIO AVENUE  
 PARKERSBURG, WV  
 26101 304-420-4550

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2011				

BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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GENERAL CONSTRUCTION						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVIAION OF NATURAL RESOURCES IS SOLICITING BIDS FOR RUIF, GUTTER, AND PORCH REPAIRS AT DNR BUILDINGS IN BELLEVILLE, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 11/30/2011 AT 10:30 AM BELLEVILLE FISH MMANAGEMENT OFFICE 525 RIVER LANE, BELLEVILLE, WV 26133. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MERTING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/06/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>						

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WOOD COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF</p>						

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<p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

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<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p>						

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NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <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>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS</p>						

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: DNR212051</p> <p>BID OPENING DATE: 12/22/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</p>						

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'



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
DNR212051

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES  
  
 2311 OHIO AVENUE  
 PARKERSBURG, WV  
 26101 304-420-4550

DATE PRINTED 11/16/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONCERNING THIS QUOTE:						
-----						
***** THIS IS THE END OF RFQ DNR212051 ***** 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'

**West Virginia Division of Natural Resources  
Wildlife Resources Section  
DNR212051-Belleville Roof Repair**

**Scope of Work**

Repair damaged roofs, gutters and porch ceilings on three buildings owned by the West Virginia Division of Natural Resources located along the end of River Lane in Belleville West Virginia. The contractor shall furnish all labor, materials, tools and equipment necessary to perform the following work:

Residence Quarters 1:

1. Repair roof valley between dormers on the river side of building.
2. Replace river side gutters and downspouts.
3. Repair damaged porch ceiling.
4. Repair river side Lumber Trim.

Main Building:

1. Replace damaged clay tile on roof and tower. All replacement pieces (tapered mission tile, ridge tile, finial pieces, etc.) must match the existing, which are available through Ludowici Roof Tile, 4757 Tile Plant Rd, PO Box 69, New Lexington, Ohio 43764, (800) 945.8453, (740) 342.1995, [info@ludowici.com](mailto:info@ludowici.com)
2. Replace all damaged sections of the stainless steel box gutters. Replacement materials must match the existing materials that are currently in place on the structure.



3. Replace gutter downspouts.

Residence Quarters 2:

1. Repair damaged roof structures. Replacement materials must have similar stress tolerances to existing material.
2. Replace roof valley between dormers on the river side of building. Valley must drain to the outside of the house and a new gutter and downspout must be installed.
3. Replace all damaged clay tile on roof. All replacement pieces must match the existing, which are available through Ludowici Roof Tile, 4757 Tile Plant Rd, PO Box 69, New Lexington, Ohio 43764, (800) 945.8453, (740) 342.1995, [info@ludowici.com](mailto:info@ludowici.com).
4. Replace river side gutter and downspouts.
5. Repair damaged porch ceiling.
6. Repair river side Lumber Trim.

A mandatory pre-bid conference will be held on-site on November 30, 2011 at 10:30 a.m. Contact Scott Morrison for directions (304.420.4550). A failure to attend the mandatory pre-bid conference will result in bid disqualification. An individual may not represent more than one firm at the pre-bid conference.

**Please Note:** The successful vendor must include all accessories for the necessary roof repairs in their bid.

## Residence Quarters 1

Item No.	Quantity	Description	Unit Cost	Total
<b>SLOPE - REAR (river side)</b>				
1	55.0 LF	Replace Galvanized Gutters Downspouts		
2	9.0 SQ	Repair Roof Valley Between Dormers		
<b>PORCH AREA</b>				
Porch Area: 13'4.0" x 12' 5.0" x 8'				
Lower Perimeter: 51.50 LF Floor SF: 165.6 SF Wall: 412.00 SF				
Upper Perimeter: 51.50 LF Floor SY: 18.40 SY Ceiling SF: 165.60 SF				
3	165.6 SF	Remove Ceiling (1" x 2") Boards		
4	165.6 SF	Replace Ceiling (1" x 2") Boards		
5	165.6 SF	Seal Ceiling		
6	165.6 SF	Paint Ceiling (2 Coats)		
7	13.0 LF	Replace Galvanized Gutter		
<b>MISCELLANEOUS</b>				
8	13.0 LF	Replace Lumber Trim and Top Edge on rear of dwelling		
9	13.0 LF	Seal Lumber Trim and Top Edge		
10	13.0 LF	Paint Lumber Trim and Top Edge (2 Coats)		
11	1.0 EA	Debris Removal		
12	1.0 EA	Permit		
<b>SUB-TOTAL:</b>				

## Residence Quarters 2

Item No.	Quantity	Description	Unit Cost	Total
<b>SLOPE - FRONT</b>				
<b>SLOPE - FRONT 8.07 SQ (Rectangle: 38' 5.0" x 21')</b>				
<b>TOTAL SQUARES: 8.07 SQ (8.07 with 0.00% waste)</b>				
1	5.0 SQ	Remove Flat Red Clay Tile Roofing		
2	5.0 SQ	Replace Flat Red Clay Tile Roofing		
3	4.1 SQ	Remove and Reinstall Flat Red Clay Tile Roofing and reset undamaged tiles		
4	124.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
5	124.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
6	9.1 SQ	Add for Steep Pitch for Tile Roofing		
7	907.0 SF	Remove 30# Felt for Tile Roofing		
8	907.0 SF	Replace 30# Felt for Tile Roofing		
9	64.0 SF	Metal Flashing & Nails for Tile Roofing		
10	5.0 SQ	Add for Loading to Roof		
<b>SLOPE - REAR (River Side)</b>				
<b>Square/Rectangle: 11.14 SQ (Rectangle: 38' 5.0" x 29')</b>				
<b>Dormer 1: 3.02 SQ (Rectangle: 14' 6.0" x 10' 5.0")</b>				
<b>Dormer 2: 3.02 SQ (Rectangle: 14' 6.0" x 10' 5.0")</b>				
11	60.0 LF	Replace Galvanized Gutter Downspouts		
12	840.0 SF	Remove Residential Roof Rafters		
13	840.0 SF	Replace Residential Roof Rafters		
14	120.0 SF	Repair Residential Roof Truss - Sister 2 Rafters in Main Attic		
15	420.0 SF	Remove 3/4" Exterior 3/4" Board Roof Sheathing		
16	420.0 SF	Replace 3/4" Exterior 3/4" Board Roof Sheathing		
17	11.0 SQ	Remove Flat Red Clay Tile Roofing		
18	11.0 SQ	Replace Flat Red Clay Tile Roofing includes dormers		

Item No.	Quantity	Description	Unit Cost	Total
19	6.2 SQ	Remove and Reinstall Flat Red Clay Tile Roofing reset undamaged tile		
20	64.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
21	64.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
22	17.2 SQ	Add for Steep Pitch for Tile Roofing		
23	1718.0 SF	Remove 30# Felt for Tile Roofing		
24	1718.0 SF	Replace 30# Felt for Tile Roofing		
25	64.0 SF	Metal Flashing & Nails for Tile Roofing		
26	11.0 SQ	Add for Loading to Roof		
27	4.0 SQ	Remove Metal Roofing Valley		
28	4.0 SQ	Replace EPDM (Rubber) Roofing Valley		
<b>PORCH AREA: 13' 4.0" x 12' 5.0" x 8'</b>				
<b>Lower Perimeter: 51.50 LF Floor SF: 165.60 SF Wall: 412.00 SF</b>				
<b>Upper Perimeter: 51.50 LF Floor SY: 18.40 SY Ceiling SF: 165.60 SF</b>				
29	165.6 SF	Remove Ceiling (1" x 2") Boards		
30	165.6 SF	Replace Ceiling (1" x 2") Boards		
31	165.6 SF	Seal Ceiling		
32	165.6 SF	Paint Ceiling (2 Coats)		
33	12.0 Lf	Replace Galvanized Gutter		
<b>MISCELLANEOUS</b>				
34	10.0 LF	Replace Lumber Trim and Top Edge on rear of dwelling		
35	10.0 LF	Seal Lumber Trim and Top Edge		
36	10.0 LF	Paint Lumber Trim and Top Edge (2 Coats)		
37	1.0 EA	Debris Removal		
38	360.0 SF	Scaffolding		
39	4.0 PR	Ladder Jacks (Per Side)		
40	1.0 EA	Permit		
<b>SUB-TOTAL:</b>				



## Main Building

Item No.	Quantity	Description	Unit Cost	Total
<b>SLOPE - FRONT</b>				
<b>SLOPE - FRONT 20.73 SQ (Trapezoid: 52' and 81' 9.0" Bases, 31' High</b>				
<b>TOTAL SQUARES: 20.73 SQ (20.73 with 0.00% waste)</b>				
1	7.0 SQ	Remove Spanish "S" Red Clay Tile Roofing		
2	7.0 SQ	Replace Spanish "S" Red Clay Tile Roofing		
3	13.7 SQ	Remove and Reinstall Spanish "S" Red Clay Tile Roofing reset undamaged tiles		
4	64.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
5	64.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
6	7.0 SQ	Add for Additional Story for Tile Roofing		
7	2073.0 SF	Remove 30# Felt for Tile Roofing		
8	2073.0 SF	Replace 30# Felt for Tile Roofing		
9	42.0 SF	Metal Flashing & Nails for Tile Roofing		
10	7.0 SQ	Add for Loading to Roof		
<b>SLOPE - REAR (River Side)</b>				
<b>REAR SLOPE - 20.73 SQ (Trapezoid: 52' and 81' 9.0" Bases, 31' High</b>				
<b>TOTAL SQUARES: 20.73 SQ (20.73 with 0.00% waste)</b>				
11	65.0 LF	Remove Stainless Steel Box Gutters and Flashings		
12	65.0 LF	Replace Stainless Steel Box Gutters and Flashings		
13	100.0 LF	Replace Galvanized Gutter Downspouts		
14	10.0 SQ	Remove Spanish "S" Red Clay Tile Roofing		
15	10.0 SQ	Replace Spanish "S" Red Clay Tile Roofing		
16	10.7 SQ	Remove and Reinstall Spanish "S" Red Clay Tile Roofing and reset undamaged tiles		
17	32.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
18	32.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
19	20.7 SQ	Add for Additional Story for Tile Roofing		

Item No.	Quantity	Description	Unit Cost	Total
20	2073.0 SF	Remove 30# Felt for Tile Roofing		
21	2073.0 SF	Replace 30# Felt for Tile Roofing		
22	64.0 SF	Metal Flashing & Nails for Tile Roofing		
23	20.7 SQ	Add for Loading to Roof		
<b>SLOPE - LEFT</b>				
<b>LEFT SLOPE - 3.76 SQ (Triangle: 31 x 4.0" x 24' High)</b>				
<b>TOTAL SQUARES: 3.76 SQ (3.76 with 0.00% waste)</b>				
24	35.0 LF	Remove Stainless Steel Box Gutters and Flashings		
25	35.0 LF	Replace Stainless Steel Box Gutters and Flashings		
26	90.0 LF	Replace Galvanized Gutter Downspouts		
27	3.8 SQ	Remove Spanish "S" Red Clay Tile Roofing		
28	3.8 SQ	Replace Spanish "S" Red Clay Tile Roofing		
29	32.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
30	32.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
31	3.8 SQ	Add for Additional Story for Tile Roofing		
32	376.0 SF	Remove 30# Felt for Tile Roofing		
33	376.0 SF	Replace 30# Felt for Tile Roofing		
34	32.0 SF	Metal Flashing & Nails for Tile Roofing		
35	3.8 SQ	Add for Loading to Roof		
<b>SLOPE - RIGHT</b>				
<b>LEFT SLOPE - 3.76 SQ (Triangle: 31 x 4.0" x 24' High)</b>				
<b>TOTAL SQUARES: 3.76 SQ (3.76 with 0.00% waste)</b>				
36	35.0 LF	Remove Stainless Steel Box Gutters and Flashings		
37	35.0 LF	Replace Stainless Steel Box Gutters and Flashings		
38	90.0 LF	Replace Galvanized Gutter Downspouts		
39	1.5 SQ	Remove Spanish "S" Red Clay Tile Roofing		
40	1.5 SQ	Replace Spanish "S" Red Clay Tile Roofing		
41	2.3 SQ	Remove and Reinstall Spanish "S" Red Clay Tile Roofing reset undamaged tiles		

Item No.	Quantity	Description	Unit Cost	Total
42	24.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
43	24.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
44	1.5 SQ	Add for Additional Story for Tile Roofing		
45	376.0 SF	Remove 30# Felt for Tile Roofing		
46	376.0 SF	Replace 30# Felt for Tile Roofing		
47	24.0 SF	Metal Flashing & Nails for Tile Roofing		
48	1.5 SQ	Add for Loading to Roof		
<b>TOWER</b>				
LOWER PERIMETER: 144 LF FLORR SF: 1296.00 SF WALL SF: 1152.00 SF				
LOWER PERIMETER: 144 LF FLORR SF: 1440 SF WALL SF: 1296.00 SF				
49	2.0 SQ	Remove Spanish "S" Red Clay Tile Roofing		
50	2.0 SQ	Replace Spanish "S" Red Clay Tile Roofing		
51	2.0 SQ	Remove and Reinstall Spanish "S" Red Clay Tile Roofing reset undamaged tiles		
52	34.0 LF	Remove Clay Hip/Ridge for Tile Roofing		
53	34.0 LF	Replace Clay Hip/Ridge for Tile Roofing		
54	2.0 SQ	Add for Additional Story for Tile Roofing		
55	4.0 SF	Remove 30# Felt for Tile Roofing		
56	4.0 SF	Replace 30# Felt for Tile Roofing		
57	2.0 SQ	Add for Loading to Roof		
58	1.0 EA	Replace Finial on Tower		
<b>MISCELLANEOUS</b>				
59	1.0 EA	Large Load Debris Removal		
60	360.0 SF	Scaffolding		
61	4.0 PR	Ladder Jacks (Per Side)		
62	1.0 EA	Permit		
<b>SUB-TOTAL:</b>				

Sub-Totals

Residence Quarters 1	\$	_____
Residence Quarters 2	\$	_____
Main Building	\$	_____

**TOTAL BID: \$** \_\_\_\_\_

Residence Quarters 1  
Residence Quarters 2  
Main Building



**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

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 (Q) (Name of Principal)
(R) By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

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.



**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. DNR212051STATE 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** \_\_\_\_\_