



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
DPS1232

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/30/2012				

BID OPENING DATE: 04/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. REVISED BID FORM ATTACHED. 3. PRE-BID SIGN IN SHEET ATTACHED. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		915-28-07-001		
LABOR ONLY FOR THE CONSTRUCTION OF MASONRY GARAGE						
***** THIS IS THE END OF RFQ DPS1232 ***** 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.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).



**ADDENDUM NO. 1**

RE: West Virginia State Police  
Garage Building Shell  
South Charleston, West Virginia  
Architect's Project No. 1147

TO: Prospective Bidders

FROM: ZMM, Inc. Architects and Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

**ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.**

**PART 1 - CHANGES TO SPECIFICATIONS:**

- A. REPLACE Bid Form dated 02/27/12 with replacement Bid Form dated 03/29/12 as attached to this Addendum.
- B. Reference Attachments listed below.

**End of Addendum**

Attachments:

Bid Questions and Responses dated ' .....	2 pages
Bid Form dated 03/29/12 .....	2 pages
Pre-Bid Conference Attendance List .....	1 pages
Pre-Bid Meeting Minutes .....	3 pages

**DPS1232****Addendum No. 1****QUESTIONS:**

Q1: Is all plumbing to be "rough-in" only?

A1: Yes.

Q2: It was discussed that the Owner will supply all the materials. Does that include all small, incidental items?

A2: Yes.

Q3: What centers will the trusses be on?

A3: 24" o.c.

Q4: Considering the Owner is supplying the materials, will the Owner's insurance cover the materials?

A4: Yes.

Q5: How many cubic yards are to be included in the bid for over-excavation identified on S-2?

A5: Please refer to General Notes #7 and #8 on SD1. Also, you can refer to the Instructions to Bidders, Section 1.14 Project Conditions for directions on how to obtain additional information concerning the subsurface conditions.

Q6: What are the painting requirements, and how are they required between base bid and alternates?

A6: No painting will be required.

Q7: Will 90 day completion be considered, instead of 60 days?

A7: The contract duration is 60 days. The contract will only be extended to 90 days if all three alternates are taken. If one or two alternates are taken, the contract duration will still be 60 days.

Q8: Is there no electrical whatsoever in the bid package?

A8: No electrical work is required.

- Q9: Will the Owner provide temporary electric and water during the project?
- A9: Electric and water will be available at the old Medical Examiner Building. The contractor will be responsible for providing hoses and cords to the applicable work site.
- Q10: Are the alternates to be labor only as well, or are any materials required? As this is a labor only bid, will the general contractor be required to have any involvement (other than coordination) in the delivery / pickup / off-loading of materials, or will the Owner have a person designated to this project to take care of these needs?
- A10: The alternates will be "labor only". Pick-up and delivery will be the responsibility of the Owner. Off-loading will be the responsibility of the contractor.

# DPS1232 - BID FORM – Revised

Dated: \_\_\_\_\_  
(Bidder to insert date bid submitted)

**SUBMITTED BY:**

\_\_\_\_\_ (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV \_\_\_\_\_

**SUBMITTED TO:**

**WEST VIRGINIA STATE POLICE** \_\_\_\_\_ (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of

**WEST VIRGINIA STATE POLICE GARAGE BUILDING SHELL  
725 JEFFERSON ROAD  
SOUTH CHARLESTON, WEST VIRGINIA**

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

**BASE BID**

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

**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 No. 1 – To provide Roofing System and Structure:**

**ADD** the sum of: \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_.

**Alternate No. 2 – To provide Exterior Overhead Coiling Doors:**

**ADD** the sum of: \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_.

Submitted by: \_\_\_\_\_  
(Firm Name)

**Alternate No. 3 – To provide Office Projection:**

ADD the sum of: \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_.

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than sixty (60) days following Owner's issuance of Notice To Proceed.

If awarded contract on Base Bid plus all three Alternates, I (we) agree to perform the work to completion and ready for occupancy and use no later than ninety (90) days following Owner's issuance of Notice To Proceed.

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.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF BIDDER:**

Firm: \_\_\_\_\_ By: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Tax Cert. #: \_\_\_\_\_

**END OF BID FORM**

WEST VIRGINIA STATE POLICE GARAGE BUILDING SHELL #1147  
PRE-BID MEETING SIGN-IN SHEET  
MARCH 20, 2012 - 10:00 A.M.

PLEASE PRINT

NAME: Dale Legg  
FIRM: Danhill Construction CO  
ADDRESS: P.O. 685 Gawley Bridge  
W.V. 25085  
PHONE: 304-632-1600 FAX: 304-632-1501  
E-MAIL rdanhill@hotmail.com

NAME: Charlie Lucas  
FIRM: Paramount Builder  
ADDRESS: 501 6th Ave.  
St. Albans, WV 25177  
PHONE: (304) 727-2770 FAX: (304) 727-0302  
E-MAIL clucas@paramountwv.com

NAME: Daryl Smith  
FIRM: G&R Masonry  
ADDRESS: 808 B Street  
St. Albans, WV 25177  
PHONE: 304-722-5256 FAX: 304-201-1112  
E-MAIL DARYL.SMITH35@ yahoo.com

NAME: Rachel Merritt  
FIRM: Capital Builders  
ADDRESS: 4008 5th St. Rd.  
Huntington WV  
PHONE: (304) 697-5002 FAX: (304) 697-5004  
E-MAIL rmerritt@capitalbuilders.us

PLEASE PRINT

NAME: KEN LINDSAY  
FIRM: TOM GRISHAM BUILDERS  
ADDRESS: 1223 PAULA RD  
CHARLESTON, WV 25314  
PHONE: 304-419-2512 FAX: 304-346-9980  
E-MAIL KENNETHJLINDSAY@GMAIL.COM

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL \_\_\_\_\_

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL \_\_\_\_\_

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL \_\_\_\_\_



Re: Pre-Bid Meeting Minutes  
 WV State Police Garage Shell  
 Request for Quotation #DPS1232

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**1. INTRODUCTION:**

**a. OWNER/USER:**

West Virginia State Police  
 4124 Kanawha Turnpike  
 South Charleston, WV 25309

Mr. John Abbott  
 Director of Purchasing

**b. DESIGNER OF RECORD:**

ZMM Architects and Engineers  
 222 Lee Street West  
 Charleston, WV 25302

Mr. Rodney Pauley  
 Project Manager

**c. PURCHASING:**

WV Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305

Ms. Tara Lyle  
 Senior Buyer  
[tara.l.lyle@wv.gov](mailto:tara.l.lyle@wv.gov)  
 Fax: (304) 558-4115

**2. BIDDING ISSUES**

- a. Work will be for Labor only. All materials will be provided by the Owner.
- b. Work will be constructed under a single prime contractor.
- c. The model/brand of a specific product named in the specifications establishes the minimum acceptable level of quality only and are not intended to reflect a preference or favor to a particular brand or vendor. Substitution requests submitted shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer.
- d. Signed & sealed bids will be received by the Owner until 1:30 pm on Thursday, 12 April 2012.

WV Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305

- e. Please note that the state reserves the right to waive minor irregularities in the bids.

### 3. CONTRACT DURATION

- a. The contract duration for this project is 60 days.

### 4. AFFIDAVITS, BONDING, INSURANCE AND WAGE RATES

- a. Any solicitation for a public improvement construction contract requires the submission of a Purchasing Affidavit.
- b. A Drug-Free Workplace Affidavit must be signed and submitted with the Bid. Failure to submit shall result in disqualification of Bid.
- c. Prevailing Wage Rates apply to this project. The Contractor and subcontractors shall pay the higher of the U.S. Department of Labor minimum wage rates as established for Kanawha County.
- d. The successful Contractor is required to provide/furnish proof of the following:
  - 1. Worker's Compensation coverage
  - 2. Commercial General Liability Insurance
  - 3. Builder's Risk Insurance in an amount equal to 100% of the Contract.
  - 4. Bid Bond equal to 5% of the total amount of the bid, payable to the State of WV, shall be submitted with each Bid.
  - 5. Performance Bond and Labor/Material Bond for 100% of the Contract.
  - 6. 2-year Maintenance Bond covering the roof system.
- e. All persons desiring to perform contracting work in the State of WV must be licensed and the prospective bidder is required to provide that license number on their bid. The successful bidder will be required to furnish a copy of their contractors license prior to issuance of the contract.
- f. The successful Contractor must be, or become a registered vendor with the State of WV.

### 5. WORK/SITE ACCESS

- a. The Contractor will have access from 7am – 7pm, Mon-Sat (not Sunday).
- b. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting.
- c. Supervision: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting.

## 6. SUPERVISION OF WORK

- a. The Owner will have the responsibility for the observation of Contractor's quality of work and will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

## 7. SUMMARY OF WORK

### a. Project Description

#### 1. Project Summary

- Site Work
- New Construction

#### 2. Alternates

- (1) Installation of Rood Structure and Roofing System
- (2) Installation of Exterior Overhead Coiling Doors
- (3) CMU Office Projection

## 9. WALKTHROUGH

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE