



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

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

RFQ COPY

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DIVISION OF FORESTRY
CLEMENTS STATE TREE NURSERY
624 FORESTRY DRIVE
WEST COLUMBIA, WV
25827-8686 304-675-1820

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2012				

BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FORESTRY IS SOLICITING BIDS FOR LABOR AND MATERIALS REQUIRED IN THE INSTALLATION OF METAL ROOFING TO REPLACE ASPHALT SHINGLES PER THE ATTACHED SPECIFICATIONS.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 03/07/12 AT 10:30AM 624 FORESTRY DRIVE, WEST COLUMBIA, WV 25827. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
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						

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 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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02/24/2012						
BID OPENING DATE: 03/21/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. 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 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MASON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(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.						
() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL						

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FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(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.						
(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
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						

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IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF 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.						
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.						
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.						
REV. 3/88						
EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA						
THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						

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(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.						
(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.						
(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.						
REV. 11/96						
EXHIBIT 10						
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 NOS.:						

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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 THE 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						
REV. 11/96						
CONTRACTORS LICENSE						
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 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						

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<p>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>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 CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						
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NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: PAUL REYNOLDS FILE 43						
REQ. NO.: FOR12008						
BID OPENING DATE: 03/21/2012						
BID OPENING TIME: 01:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						

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'

To provide expertise, labor, and materials to replace roof on Nursery residence

The vendor shall be responsible for being familiar with the residence roof. The size of the roof noted below is a ground-level estimate. Pitch of the roof will not be estimated by agency personnel.

Remove and dispose of old shingles and sheathing

Residence is located at:
Clements State Tree Nursery
624 Forestry Drive
West Columbia, West Virginia 25287

Outside dimensions of the hip style roof are approximately 35' X 49'

Replace with:
Minimum 5/8" OSB sheathing
Drip edge
Minimum 15# felt
30 year warranty, 3-tab, algae resistant asphalt shingles - brown
Hip and ridge caps to match shingles
All necessary flashing, including valley and pipe flashing
H clips
Roof vents

This project must be completed within 30 days of award of Purchase Order.

Cancellation: The Director of the Division of Forestry 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 to the specifications of the bid and contract.

Wage rates: The Vendor or subcontractor shall pay the higher of the US Department of Labor minimum wage rates as established for Mason County, pursuant to West Virginia Code 21-5A, et, seq (prevailing wage rates apply to this project).

Workers Compensation: The successful bidder shall be required to provide a certificate from Workers Compensation.

Insurance: The successful bidder shall furnish proof of commercial general liability insurance prior to issuance of contract; the minimum amount of insurance coverage required is \$250,000.

Warranty: The vendor shall provide a two (2) year warranty on the workmanship and installation on this project.

FOR12008**Bid Specifications for Nursery Packing House Metal Roof Installation and Related Repairs
West Virginia Division of Forestry**

The West Virginia Division of Forestry (WVDOR) is requesting quotations to provide all labor and materials required in the installation of metal roofing in place of an existing asphalt shingle roof and related repairs on its 'Auxiliary Packing House' at Clements State Tree Nursery in West Columbia, Mason County, West Virginia, as herein stated.

PRE-BID MEETING

A mandatory pre-bid meeting for this project is scheduled for 03/07/12 at **10:30 AM**. Bidders attending the meeting shall assemble in the Nursery Office at Clements State Tree Nursery at 624 Forestry Drive, West Columbia, Mason County, WV. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the bid. No one person may represent more than one bidder. An attendance sheet will be made available for all attendees for the official document verifying attendance.

A site visit shall immediately follow the mandatory pre-bid meeting.

Bidder's formal questions must be submitted in writing to the WV Purchasing Division. Verbal questions and/or answers at the pre-bid meeting shall not be considered to be official.

No work shall begin on this project prior to receipt of the signed purchase order and written notice-to-proceed letter.

SCOPE OF WORK

The work covered under this section of the RFQ specifications consists of furnishing all the labor and materials required to install new metal roofing on the entire roof of Auxiliary Packing House at Clements State Tree Nursery. Associated work will include, but not be limited to, installation of new underlayment, drip edges, closure strips, roof panels, flashing, roof boots, cap flashing, ridge cap, and sealants, all as required for proper installation.

The work shall also include furnishing all the labor and materials required to remove the existing asphalt shingles and underlayment and replace any sheathing or other wood structure damaged by leakage. The cost of this work must be included in the quotation provided on Attachment C; no separate reimbursement will be made for this portion of the project.

The Auxiliary Packing House shall remain in full operation during the course of this work, as determined by the Nursery Superintendent. Work shall be coordinated with the Nursery Superintendent or his designee to minimize potential disruption to the spaces below. Vendor shall be responsible for damage to the building or materials resulting from leakage caused by or during the operations. Vendor shall coordinate construction around the Nursery's work requirements.

Scope of Work Continued

In addition to the installation of new material roofing on the entire roof of the Auxiliary Packing House, the WVDOF is also interested in a similar installation of new metal roofing on the entire roof of the Shop Building, which is adjacent to the Auxiliary Packing House at Clements State Tree Nursery. The Auxiliary Packing House shall be completed first. The Shop Building shall be completed by September 30, 2012. The DOF and Successful bidder will work together to determine the date on which work on the Shop Roof may begin.

BID COMPLETION

A quotation for this project must meet the terms outlined in the General Conditions (below); Vendor should enter their bid on the appropriate line on Attachment C (Bid Sheet) for the job explained below. Further instructions and examples of the bid selection process are included on Attachment C.

GENERAL CONDITIONS

I. BID SUBMITTALS AND CONTRACTORS QUALIFICATIONS

- A. Vendor shall procure all necessary permits and licenses to comply with all applicable laws (Federal, State, or municipal) along with all regulations and ordinances of any regulating body.
- B. Vendor should submit a letter from the manufacturer identifying the installer of the metal roofing system as an authorized installer approved by the manufacturer.
- C. Vendor will be responsible for parts and materials as follows:
 1. Vendor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of the purchase order. Vendor will be responsible for the removal of all waste and debris on a daily basis at their cost as a result of fulfilling this purchase order. All roof surfaces are to be field cleaned using a broom to assure that all debris is removed prior to roofing installation.
 2. Vendor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this purchase order. No separate reimbursement will be made for travel.
 3. Vendor will be responsible for shipment and/or delivery of all materials to the job site; this price must be included in the quotation provided on Attachment C. No separate reimbursement will be made for shipping or delivery.
- D. The successful bidder must submit a color palate, from the manufacturer, of all exposed materials for selection by the Nursery Superintendent.
- E. Any and all work to be performed to successfully execute the terms of this purchase order by a third party or sub-contractor must be pre-approved by the Nursery Superintendent. All such work, after the Nursery Superintendent's approval, will remain the sole responsibility of the successful bidder/Vendor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will Vendor transfer responsibility for any work as described herein by a third party or sub-contractor.
- F. Vendor will furnish any incidental work, materials, labor, and equipment that are necessary to complete the project, even if such incidental works are not explicitly included in the bid specifications.

II. MATERIAL/PROJECT SPECIFICATIONS

- A. Underlayment: Use ESP Econo-E reflective insulation or equal. Underlayment shall be installed according to manufacturer's instructions.
- B. Metal Roofing, Trims, and Flashing
 1. The Metal Roofing Manufacturer will provide all components required for a complete metal roofing system to include panels, trim/flashings, ridge, closures, sealants, fillers, and any other required items.
 2. Panels shall be minimum 29 gauge, ASTM A 653, Grade 80, Galvalume with G60 zinc coating on both sides.
 3. All exterior surface finishes shall meet Energy Star standards.

4. Panels shall be Agriculture Panel style, roll-formed, 36 inch wide, installed continuously with no end-laps.
5. Panels shall have a support leg with a continuous anti-siphon drain channel on the under lapping corrugation.
6. Panels shall attach to secondary framing with color-coated #10 x 1½ inch piercing screws with ¼ inch hex head, preassembled to an EPDM rubber that is vulcanized to a steel washer. Screws are to be fastened according to the manufacturer's instructions.
7. Any existing metal fascia, soffit, gutter, and siding shall remain.
8. Wall coping, roof edgings, wall-to-roof trim, and ridge cap work shall be: replaced if in place; installed new if not in place; matched in color with roof panels; and shall be installed according to the manufacturer's specifications.
9. All roofing, trims, and flashings shall be furnished in a standard color chosen by the Nursery Superintendent from the manufacturer's standard color chart.
10. All roofing, trims, and flashings shall be installed according to the manufacturer's instructions.
11. A snow retention system shall be installed along the roof eaves. A water diverter may be used for snow retention in lieu of snow cleats/clips. Two rows of protections shall be installed above all door openings; the first row along the eaves and the second row 16 inches to 24 inches above the first row. Color shall be chosen by the Nursery Superintendent from a presented palate before ordering.
12. Vent flashing shall be flexible flashing made of EDPM or Silicon. Vendor shall use Aztec brand Master Flash style roof flashing or equal, and shall install according to the manufacturer's instructions.

III. PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Metal roofing system is to be delivered to the job site properly packaged to provide protection against transportation damage.
- B. Care is to be exercised in unloading, storing, and installing metal roofing system components to prevent bending, warping, twisting, and surface damage.
- C. All materials are to be stored above ground on well-supported platforms. Materials are to be stored under a waterproof covering. Proper ventilation is to be provided to metal roofing system components to prevent condensation build up between each panel or trim/flashing component.

IV. USE/CARE OF PROPERTY

- A. A trailer or temporary storage building may be set on the site by Vendor for all equipment and tools. The location must be approved by the Nursery Superintendent. Vendor is responsible for all tools, equipment, and materials.
- B. Access to the work site will generally be Monday thru Friday, between 6:00 AM and 6:00 PM. No holiday or weekend work will be permitted without prior approval by the Nursery Superintendent.
- C. Vendor is responsible for protecting the building to be reroofed, adjacent buildings, walkways, site improvements, HVAC equipment, vehicles, exterior plantings, and landscaping from damage or soiling from reroofing operations.

- D. Vendor shall be responsible for barricading areas of work to maintain the safety of employees and the public and to perform all work and procedures as required by all applicable federal, state, and local rules and regulations.
- E. Weather Limitations: Vendor is to proceed with reroofing preparations only when existing and forecasted weather conditions permit work to proceed without water entering the building.
- F. Vendor will be responsible for the removal of all waste and debris
- G. Vendor shall be responsible for the provision and maintenance of portable toilets or their equal. In place of portable toilets Vendor may use the Nursery Office facilities during normal working hours from 8:00 AM to 4:00PM.
- H. Vendor shall clear the area utilizing a magnetic broom or nail sweeper at the end of the project. Vendor shall also clear the area in a similar manner as directed by the Nursery Superintendent.

V. Warranty

- A. Roofing: Minimum forty (40) years. The manufacturer shall warrant the roofing from the date of shipment.
- B. Roof leaks: Minimum five (5) years. Vendor shall warrant the cost to correct any roof leaks occurring due to the improper or ineffective installation from the final date of installation.
- C. Warranty documents shall be completed and submitted prior to or in conjunction with final invoicing.

This Request for Quotations also incorporates the following documents:

- A. Project drawings (Attachment A and B)
- B. Bid sheet (Attachment C)

ALTERNATIVE BID

To obtain the most cost efficient price to complete this purchase order, the WVDOF will also accept bids for the installation of asphalt shingles instead of metal roofing.

To accomplish this, if Vendor wishes to bid the installation of asphalt shingles in conjunction with or instead of a bid for the installation of metal roofing, the following changes will be made:

Change 1: Section I (General Conditions), subsection B is eliminated; all other subsections of Section I remain the same.

Change 2: Section II is replaced to read as follows:

MATERIAL/PROJECT SPECIFICATIONS

1. Shingles are to be laminate (also known as dimensional) asphalt shingles.
2. Minimum 5 year 100% warranty. Pro-rated minimum 30 year warranty.
3. Minimum 60 MPH 5 year wind velocity warranty.
4. Minimum 10 year algae resistance warranty.
5. Warranty documents shall be completed and submitted prior to or in conjunction with final invoicing.
6. Minimum 15# felt.
7. Any existing metal fascia, soffit, gutter, and siding shall remain.
8. Wall coping, roof edgings, wall-to-roof trim, flashing; and ridge cap work shall be: Replaced if in place; installed new if not in place; and shall be installed according to the manufacturer's specifications.
9. All roofing, trims, and flashings shall be furnished in a standard color chosen by the Nursery Superintendent from the manufacturer's standard color chart.
10. All roofing, trims, and flashings shall be installed according to the manufacturer's instructions.
11. A water diverter system shall be installed along the roof eaves above all door openings. The water diverter system shall be installed 16 inches to 24 inches above the eaves. Color shall be chosen by the Nursery Superintendent from a presented palate before ordering.
12. Vent flashing shall be flexible flashing made of EDPM or Silicon. Vendor shall use Aztec brand Master Flash style roof flashing or equal, and shall install according to the manufacturer's instructions.

Change 3: Section III is replaced to read as follows:

- A. Asphalt shingles are to be delivered to the job site properly packaged to provide protection against transportation damage.
- B. Care is to be exercised in unloading, storing, and installing asphalt shingles to prevent damage.
- C. All materials are to be stored above ground on well-supported platforms. Materials are to be stored under a waterproof covering. Proper ventilation is to be provided to asphalt shingles to prevent condensation build up between shingles.

Change 4: Section V is eliminated, and is incorporated in Section II (Change 3) above.

The Auxiliary Packing House roof shall be completed first. The Shop Building roof shall be completed no later than September 30, 2012; the WVDOF and the Successful Bidder will work together to determine the date on which work on the Shop Building roof may begin.

Keep in mind these changes apply only if Vendor is bidding the installation of asphalt shingles. All other specification, unless specifically noted in the above changes, remain in effect.

CONFIDENTIAL INFORMATION

The WVDOF may grant Vendor and its employee's specific access to WVDOF's physical facilities, its computer network, systems/applications, and/or equipment and its information in various oral, written, or electronic forms as required for implementation of Purchase Order. All information disclosed or provided by the WVDOF will be considered to be Confidential Information regardless of whether it was provided before or after the date of this Purchase Order or how it was provided. Confidential Information will not include information that:

- Is generally known about the WVDOF and West Virginia State Government;
- Is now or subsequently becomes generally available to the public through no wrongful act of Vendor;
- Vendor rightfully had in its possession prior to the disclosure to Vendor by the WVDOF;
- Is independently created by Vendor without direct or indirect use of the Confidential Information; or
- Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

Vendor may only disclose the WVDOF's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

Vendor will access the WVDOF's and State of West Virginia's governmental facilities, computer network, systems/applications, equipment, and/or information only after requesting and being granted permission. Vendor must request permission from WVDOF personnel. Upon receiving permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by the WVDOF to perform the required services.

Vendor will limit access to the WVDOF's Confidential Information, computer network, systems/applications, and/or equipment to only those of its employees or agents that are directly involved in performing work under this Purchase Order. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use, and will take all necessary steps to ensure that the terms of this Purchase Order are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications, and/or equipment to which it has been granted access. The WVDOF may at any time request the return of any or all Confidential Information or revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Purchase Order, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications, and equipment of the WVDOF.

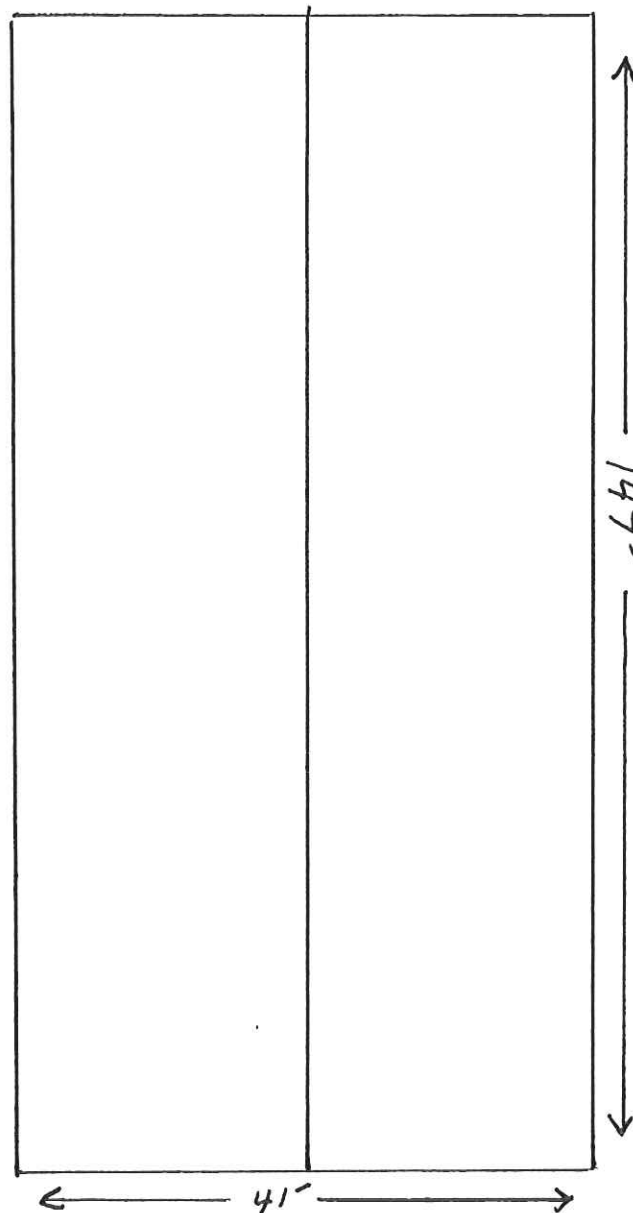
If Vendor loses or makes unauthorized disclosure of the WVDOF's Confidential Information, Vendor will immediately notify the WVDOF's Privacy Officer and will take all necessary steps to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to the WVDOF's computer network, systems/applications, and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify the WVDOF's Privacy Officer and will take all reasonable and necessary steps to terminate the unauthorized access.

**ATTACHMENT A
FOR12008**

**Bid Specifications for Nursery Packing House Metal Roof Installation and Related Repairs
West Virginia Division of Forestry**

AUXILIARY PACKING HOUSE

The dimensions provided are exterior dimension of the building only, not the roof itself. Additionally, no estimate of the roof pitch will be made by the WVDOF. Vendors will be responsible for securing their own measurements on the day of the pre-bid meeting.

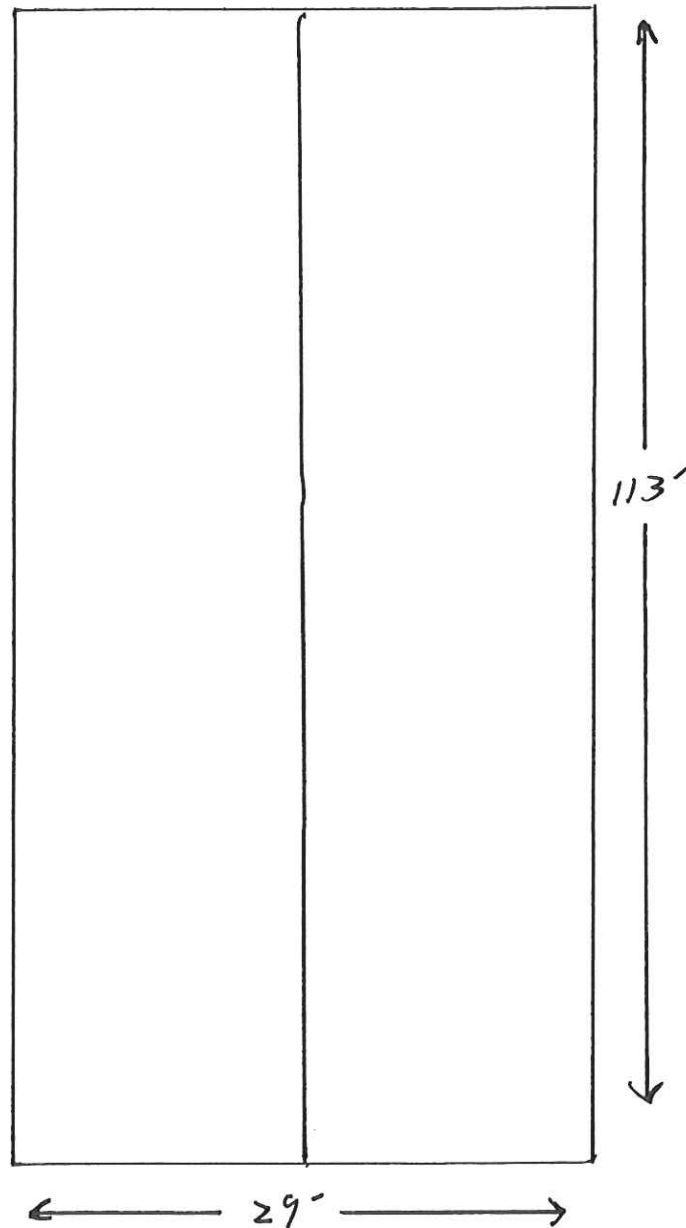


ATTACHMENT B
FOR12008

Bid Specifications for Nursery Packing House Metal Roof Installation and Related Repairs
West Virginia Division of Forestry

SHOP BUILDING

The dimensions provided are exterior dimension of the building only, not the roof itself. Additionally, no estimate of the roof pitch will be made by the WVDOF. Vendors will be responsible for securing their own measurements on the day of the pre-bid meeting.



ATTACHMENT C**FOR 12008****Bid Specifications for Auxiliary Packing House and Shop Building and Related Repairs
West Virginia Division of Forestry**

- 1. ORIGINAL SCOPE OF WORK:** All inclusive cost of installation of metal roofing system.

- a. Auxiliary Packing House

\$ _____

- b. Shop House

\$ _____

- 2. Alternative Bid:** All inclusive cost of installation of asphalt shingles

- a. Auxiliary Packing House

\$ _____

- b. Shop House

\$ _____

WV DOF reserves the right to grant a partial award for this purchase order.

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 Oblige, 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 Oblige 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)_____

_____(U)_____

Surety Corporate Seal

_____(Q)_____

(Name of Principal)

By _____(S)_____

(Must be President or
Vice President)

_____(T)_____

Title

_____(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.

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 Oblige, 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 Oblige 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.**



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.

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 exceeds 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 _____