



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
COR61615

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE PRINTED
06/28/2013

BID OPENING DATE: 07/23/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 07/10/2013 AT 10:00 AM AT THE MOUNT OLIVE CORRECTIONAL COMPLEX LOCATED AT ONE MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185. VENDORS SHOULD PRE-REGISTER PRIOR TO THE MEETING WITH TERESA GREGORY BY PHONE AT 304-442-7213 OR BY EMAIL AT TERESA.G.GREGORY@WV.GOV. *****</p> <p>PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p> <p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - MOUNT OLIVE CORRECTIONAL COMPLEX, IS SOLICITING BIDS TO REMOVE TWO (2) EXISTING METAL CAGES AND INSTALL 18 NEW METAL CAGES AT THE MOUNT OLIVE CORRECTIONAL COMPLEX LOCATED AT ONE MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p>						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
1.				INSTRUCTIONS TO VENDORS SUBMITTING BIDS		
2.				GENERAL TERMS AND CONDITIONS		
3.				ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)		
4.				COR61615 SPECIFICATIONS		
5.				CERTIFICATION AND SIGNATURE PAGE		
6.				ADDENDUM ACKNOWLEDGEMENT FORM		
7.				PURCHASING AFFIDAVIT		
8.				BID BOND INSTRUCTIONS AND FORM		
9.				DRUG-FREE WORKPLACE AFFIDAVIT		
10.				WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM		
***** THIS IS THE END OF RFQ COR61615 ***** TOTAL:						_____

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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A **MANDATORY PRE-BID** meeting will be held at the following place and time:

July 10, 2013 at 10:00 am

Mount Olive Correctional Complex
One Mountainside Way
Mount Olive, WV 25185

Vendors should pre-register with Teresa Gregory at 304-442-7213 or by email
Teresa.G.Gregory@wv.gov.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 07/11/2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical

[] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

July 23, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance: or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	WV Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work

d. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

e. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

COR61615 - REQUEST FOR QUOTATIONS

INSTALLATION OF METAL CAGES IN BOTH QUILLIAMS I AND II INDOOR RECREATIONAL YARDS AT MOUNT OLIVE CORRECTIONAL COMPLEX, FAYETTE COUNTY, WV

The Mount Olive Correctional Complex (MOCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the installation of metal cages in both Quilliams I and II indoor recreational yards.

A mandatory pre-bid conference is scheduled for July 10, 2013 at 10:00 am at the Mount Olive Correctional Complex. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Teresa Gregory
Phone: 304-442-7213
Email: Teresa.G.Gregory@wv.gov

Vendors quoting this project **SHALL** comply with the below Specifications:

PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS**1.01 DESCRIPTION**

- A. Mount Olive Correctional Center is located at 1 Mountainside Way in Mount Olive, WV.
- B. In the Quilliams I and II units, there is one (1) large indoor recreational yard in each. There is an existing fenced in area at the entrance to each indoor recreational yard with a door. There are four (4) lower and four (4) upper windows in each recreational indoor yard. The windows currently have chain link fence installed in each.
- C. In the indoor recreational yard in Quilliams I and II, there will need to be installed eight (8) metal cages with locking doors in each area. The existing metal cages at the entrance into each indoor recreational yard will need to be removed and replaced with new structure and metal caging material with a second level with area located above with railing. All metal cages must be secured to the existing concrete floor at all four corners of the outside of each of the metal cages with L-brackets.

- D. There will be seven (7) of the metal cages (metal cage #1) that will be the same size and one (1) metal cage (metal cage #2) will be a different size in each Quilliams recreational area. The metal materials fencing will be on all four (4) sides on the exterior side portions and on the roof as specified on the drawings.
- 1) Contractor will need to coordinate with the inmate telephone contractor to cut a small hole for the rigid conduit to be installed through the roof.
- E. The fourteen (14) metal cages will have the following dimensions:
- 1) Outside dimensions: six feet eight inches (6'8") wide by eighteen feet four inches (18'4") long by eight (8') feet high. This is area that is inside the metal beam structure.
- F. The two (2) metal cages will have the following dimensions:
- 1) Outside dimensions: fourteen feet two inches (14.2') wide by eight feet eight inches (8'8") long by eight (8') feet high. This is area that is inside the metal beam structure.
- G. The sixteen (16) doors to the metal cages will have the following dimensions and other information:
- 1) The doors must be three (3') feet wide by seven (7') feet high.
 - 2) The doors must be attached to the cage via at least three (3) hinges.
 - 3) The doors must have a detention type lock assembly with all doors keyed alike.
 - 4) The doors to metal cages #1 and #2 must swing into the metal cages. The doors to metal cage #3 must swing out of the metal cage.
 - 5) The doors must have a pass door that can be closed and locked from the outside of the door for metal cages #1 and #2. The pass door will lock from the inside of metal cage #3.
- H. The two (2) metal cages at the entrances to the room will have the following dimensions and other information:
- 1) The metal cages will not be the same as what they currently are.
 - 2) The two (2) existing metal cages will be shaped differently and will no longer be a rectangular cage. Please see the drawing for the dimensional measurements.

- 3) There will be a second story above each of these metal cages. The floor portion of the second story will be at fourteen (14') feet above the existing concrete floor. The floor will be composed of sold three sixteenth inch (3/16") thick metal sheeting.
- 4) There will be a thirty (30") inch by thirty (30") inch door that is attached with metal hinges in the second story floor that will serve as a door to the second story. There will be locking hinges on both the bottom and top portions of the door.
- 5) There will be a vertical ladder that goes from the existing concrete floor inside each of these cages that will be eighteen (18") inches wide and seventeen (17') feet high. The ladder will be attached to existing floor with L-brackets and the walls.
- 6) There will be a railing structure that is four feet nine inches (4'9") high above the second story floor and goes around all sides of the second story. There will be a solid metal wall that is welded onto the exterior sides of the railing.

I. Existing Windows.

- 1) During construction, the contractor can remove any of the four (4) lower exterior windows with existing chain link fencing in each of the Quilliams Units and the materials can be brought in through the exterior windows area. Due to this is a MAXIMUM SECURITY CORRECTIONAL COMPLEX, the windows will have to be closed off and secured at the end of each day when construction is not in process.
- 2) Any items that is removed from the existing lower four windows must be installed back as it was before removed.
- 3) Contractor must go around each of the existing exterior windows and tighten each of the screws on the existing chain link fence supports.

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supplies necessary to complete the work previously stated in section 1.01.

1.03 PERMITS

- A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

1.04 TERMS OF WORK

- A. All work shall be completed within sixty (90) calendar days upon receipt of Notice to Proceed.

1.05 SECURITY

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

1.06 TOOLS

- A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

1.07 CODE REQUIREMENTS

- A. All work must comply with all federal, state, county, and city code requirements.

1.08 SUBMITTALS

- A. See requirements in Parts II and III.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility does not have the capability to unload heavy equipment or materials.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.
- C. Materials can either be brought into the work area via the emergency exit stairwell or through an existing lower window by removing the chain link fencing and fencing support framing structure.

1.10 WORK TIMES

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.

- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations.
- C. Each of the Quilliams Units Recreational Areas is used twenty four (24) hours a day, seven (7) days a week. It is very crucial that all items that can be pre-assembled elsewhere besides in the Quilliams unit shall be done.
- D. Once construction starts in each of the Quilliams Units, the inmates will not be allowed inside the recreational area. Time is of the essence to get the construction completed inside each of the units with the minimal amount of shutdown time.

1.11 WORK SEQUENCE

- A. Quilliams II indoor recreational yard.
- B. Quilliams I indoor recreational yard.
- C. All work must be completed in Quilliams II indoor recreational yard area before starting on Quilliams I indoor recreational yard area.

1.12 USE OF THE PREMISES

- A. Before beginning work, the contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the work areas.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the owner.

1.13 EXISTING CONDITIONS

- A. If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work.
- B. The dimensional measurements of the existing conditions shown on the drawings and in the specifications are measurements of the existing conditions that the DOC has taken. The DOC is not responsible for any measurements that are incorrect. If the contractor feels there is a discrepancy, the contractor

MUST re-measure the area. This includes but is not limited to the existing exterior windows, existing door locations, existing wall locations, etc.

1.14 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

1. In certain areas of the facility, water and power for construction purposes, and lighting are available at the site and will be made available to the contractor if requested.
2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

B. Temporary Sanitary Facilities

1. Sanitary facilities will not be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

1. The contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

1. Obey the owner's requirements for personnel identification, inspection and other security measures.

1.15 JOB SITE PROTECTION

- A. The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work.

- B. During the contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.
- E. When working on items that may set the fire alarm system, it is the contractor's responsibility to notify the owner so that the fire alarm system can be disabled in the work area.

1.16 DAMAGES

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

1.17 CLEANUP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

1.18 SAFETY

- A. The Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.
- B. The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

1.19 WORKMANSHIP

- A. All work shall be done in a quality manner and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.20 QUALITY ASSURANCE

- A. All installers must be familiar with this type of work and understand what is to be done.
- B. All welders must be certified.

1.21 WARRANTY

- A. One (1) year on the complete system including parts and labor.
- B. Minimum requirements of the Manufacturer's warranty on equipment and material.

1.22 PAY APPLICATIONS

- A. Ten (10%) percent retainage must be held back on each pay application until project has been completed.
- B. Pay applications will be required to be submitted once a month. Contractor must submit three original copies. Each copy must be signed with a signature in blue ink and must be notarized.
- C. Certified payroll must be submitted with each pay application. Contractor must submit two original copies. Each copy must be signed with signature in blue ink.

1.23 BIDDING

- A. Prevailing wage – On any contract for construction of a public improvement, Vendor and any Subcontractors' utilized by the Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages as established by the West Virginia Division of Labor. Please note that the Division of Labor does check each rate or rates of wages to make sure each contractor and any subcontractor's comply with the Code. If not, they may issue a stop work letter until the rates of wage of rates is corrected.
- B. There is a bid form at the end of the specifications. It is recommended that the contractor use that bid form. If the contractor does not use the bid form in this

package, they must break their bid down into the following breakdown. All bid pricing must be written in words and numbers. The basis of award will be issued to the lowest bidder on the "Contract Base Bid" meeting specifications:

PART II GENERAL SPECIFICATIONS

1.1 SUMMARY

A. Section Includes:

1. Woven-rod-mesh (WRM-1) assemblies.
2. Security mesh assemblies (SMA-1) for security containment.

1.2 References

1. Security Mesh Assemblies to meet these references at a minimum.
 - a. ASTM A 85 standard specifications for steel welded wire fabric. Plan, for concrete reinforcement.
 - b. ASTM A 370 "Standard test methods and definitions for Mechanical Testing of Steel Products"
 - c. ASTM A 853 Standard specifications for steel wire, carbon, for general use"
 - d. ASTM A 90 Standard test method for Weight of coating on zinc-coated (galvanized) iron or steel articles."
 - e. ASTM A 123 "standard specifications for zinc (Hot-dip galvanized) coatings on iron steel products."

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for detention enclosures.
- B. Shop Drawings: For detention mesh assembly.
 1. Indicate location, plan, and dimension of each detention mesh assembly.
 2. Indicate type of steel for each detention mesh assembly component.
 3. Indicate connections to anchor metal to existing concrete and CMU walls.
 4. Indicate connection details of security mesh to tube frames.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of detention enclosure indicated.
 1. Include 12-by-12-inch cut-away corner section of woven-rod-mesh assembly, constructed of specified framing and woven-rod panel, showing fabrication techniques and workmanship.

- E. Qualification Data: For qualified manufacturer.
- F. Welding certificates.
 - 1. Field quality-control certification signed by Contractor and Detention Specialist.

1.4 **QUALITY ASSURANCE**

- A. Source Limitations for Detention Mesh Assemblies: Obtain each type of detention enclosure from single source from single manufacturer.

1.5 **PROJECT CONDITIONS**

- A. Field Measurements: Verify actual dimensions of construction contiguous with detention enclosures by field measurements before fabrication where required.

1.6 **COORDINATION**

- A. Security mesh assemblies shall be factory assembled to the greatest extent possible. Coordinate detention steel frame work with security mesh fabricator to produce factory fabricated panels that may be assembled in the field

PART III PRODUCTS

2.1 **MATERIALS**

- A. Mild Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS (Commercial Steel), Type B, suitable for exposed applications.
- C. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, CS (Commercial Steel), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- D. Security Fasteners: Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific type of fastener. Drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Holo-Krome; a Danaher corporation.
 - b. Safety Socket LLC.
 - c. Tamper-Pruf Screws.
 - d. Textron Fastening Systems; Textron Inc.
 - e. Or Equal

- b. Drive-System Type: Pinned Torx.
 - c. Fastener Strength: 120,000 psi.
 - d. Socket Button Head Fasteners:
 - a. Heat-treated alloy steel, ASTM F 835.
 - e. Socket Flat Countersunk Head Fasteners:
 - a. Heat-treated alloy steel, ASTM F 835.
 - f. Socket Head Cap Fasteners:
 - a. Heat-treated alloy steel, ASTM A 574.
- E. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.
- F. Cast-in-Place Anchors in Concrete: Fabricated from corrosion-resistant materials capable of sustaining, without failure, a load equal to four times the load imposed, as determined by testing per ASTM E 488, conducted by a qualified testing agency; of type indicated below.
- a. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed; hot-dip galvanized per ASTM A 153/A 153M or ASTM F 2329.
- G. Embedded Plate Anchors: Fabricated from mild steel shapes and plates, minimum 3/16 inch thick; with minimum 1/2-inch- diameter, headed studs welded to back of plate.
- H. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

2.2 **WOVEN-ROD-MESH ASSEMBLIES (WRM-1)**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- a. American Jail Products, LLC.
 - b. DDS Group; Detention Products Division.
 - c. Kane Manufacturing Corp. (Basis of Design manufacturer).
 - d. Kenco Wire & Iron Products Inc.
 - e. Maximum Security Products Corp.
 - f. Norment Security Group, Inc.; a CompuDyne company.
 - g. Sweeper Metal Fabricators Corp.
 - h. Willo Products Company, Inc.
 - i. Or Equal

- B. Main Framing: Formed from 4"-inch by 4"-inch by 1/4"-inch thick steel tubing built-up tubular steel consisting of an open channel with fixed concealment plates.
 - a. Open Channel: Formed from 0.134-inch nominal-thickness steel sheet or channel with individual slots along inner edges to support woven-rod panels.
 - b. Concealment Plates: Steel sheet to match open channel.
- C. Supplementary Framing:
 - 1. Formed from 2-inch-square by 1/4-inch- thick steel tubing.
 - 2. Formed from 4-inch by 2-inch by 1/4-inch- thick steel tubing.
- D. Woven-Rod Panels: Formed from double crimped, 1/4-inch-diameter steel rod, woven horizontally and vertically into a rigid grille with rods at 2 inches o.c.
 - a. Steel Rod for Galvanized Assemblies: Mild steel.
 - b. Steel Rod for Non-galvanized Assemblies: Mild steel.
- E. Woven-Rod Panels: (WRP-1) formed from double crimped, 1/4-inch-diameter steel rod, woven horizontally and vertically into a rigid grille with rods at 2 inches o.c.
 - a. Steel Rod for Galvanized Assemblies: Mild steel.
- F. Finishes:
 - a. Interior Locations: Factory primed for field painting. Hot-dip galvanized after fabrication where indicated.
- G. Panel Locations:
 - a. (WRP-1) Woven-Rod Panels:
 - a. Use for glazing in window frames separating the basketball play area from the passive recreation area.
 - b. Other locations as noted on the plans.

2.3 SECURITY MESH ASSEMBLIES (SMA-1)

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Riverdale Mills corporation (basis of design manufacturer)
 - b. Fortex - 358 Prison mesh
 - c. Securifor - 388 high security fencing
 - d. Or Equal

- B. Mesh properties
 - a. Wire gauge: 8, 0.162 inch
 - b. Pattern profile: Horizontal
 - c. Mesh spacing: Height 0.5 inches by width 3 inches
 - d. Fabrication: all wire intersections welded. Woven products not acceptable
 - e. Finish: Hot Dipped galvanized per G-90 galvanization
 - f. Steel wire type: High tensile carbon steel conforming to ASTM A853, grade AISI 1008 and 1010
- C. Fastening method to steel frame: welded at end connections and mechanically attached high strength wire tie at intermediate locations
- D. Locations of use – security mesh panels:
 - a. Use for the metal cage enclosures in the recreational area.

2.4 **FABRICATION, GENERAL**

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Coordinate dimensions and attachment methods of detention enclosures with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.
- C. Shear and punch metals cleanly and accurately. Remove burrs.
- D. Form and grind edges and corners to be free of sharp edges or rough areas.
- E. Form metal in maximum lengths to minimize joints. Form sheet-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.
- F. Weld corners and seams continuously to comply with referenced AWS standard and the following:
 - a. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - b. Obtain fusion without undercut or overlap.
 - c. Remove welding flux immediately.
 - d. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
 - e. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

- G. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure detention enclosures rigidly in place and to support indicated loads. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce formed-metal units as needed to attach and support other construction.
- H. Cut, reinforce, drill, and tap detention enclosures as indicated to receive hardware, security fasteners, and similar items.
- I. Form exposed work true to line and level with accurate angles, surfaces, and straight sharp edges.
- J. Form exposed connections with hairline joints flush and smooth using concealed fasteners where possible. Use exposed security fasteners of type indicated or, if not indicated, flat-head (countersunk) security screws. Locate joints where least conspicuous.

2.5 **FABRICATION OF WOVEN-ROD-MESH ASSEMBLIES**

- A. Main Framing: Before inserting woven-rod panels, weld and grind smooth corners of open channel elements. Fabricate partitions taller than eight (8') feet from multiple panels stacked on top of one another.
- B. Woven-Rod Panels: Insert panels symmetrically in main framing. Extend end of each rod at least 1 inch into main framing and, from inside of channel, weld into each slot where it contacts main framing.
- C. Concealment Plates: Weld plates to main framing with minimum 1 inch welds at minimum 10 inches o.c., staggered side to side and ground smooth, to form a fully enclosed tubular steel frame.
- D. Anchor Clips: For each enclosure panel, weld one anchor clip to secure side of main framing in line with vertical framing.
- E. Fabricate joints that will be exposed to weather in a manner to exclude water, and provide weep holes where water may accumulate.

2.6 **STEEL FINISHES**

- A. Steel Prime Finish: Fabricators standard lead-and chromate-free, non-asphaltic, rust-inhibiting primer complying with MPI#79 and compatible with top coat
- B. Galvanized-steel finish: Apply manufacturer's hot dipped galvanizing process as specified, with no additional primers.

2.7 LOCK ASSEMBLY FOR DOORS

- A. Manufacture for doors to the metal cage units:
1. Lock assembly for the doors to the metal cage units.
 - a. Folger Adams Mechanical Locks.
 - b. Or Equal.
 2. Description:
 - a. 80 Deadlock.
 - b. Keyed on one side only.
 - c. Deadbolt must extend one and one quarter (1-1/4") inches.
 - d. Key type: prison paracentric, keyed a like.
 - e. For door type: swinging.
 - f. For security level: maximum.
 - g. Lock Assembly must be welded to the metal doorframe.
 - h. It is the contractor's responsibility to size the door so install the lock assembly.
 - i. Accessories: 80-4B, mortise keeper and mounting screws.
- B. Manufacture for doors that are located on the main doors to the metal cage units:
1. Lock assembly for the pass doors that are located on the main doors to the metal cage units.
 - a. Folger Adams Mechanical Locks
 - b. Or Equal
 2. Description:
 - a. 17 Latch.
 - b. Keyed on one side only.
 - c. Deadbolt must extend one and seven sixteeth (7/16") inches.
 - d. Key type: prison paracentric, keyed a like.
 - e. For door type: swinging.
 - f. For security level: medium.
 - g. Lock Assembly must be welded to the metal doorframe.
 - h. It is the contractor's responsibility to size the door so install the lock assembly.
 - j. Accessories: 1) 17-4F, latch catch for surface mounting lock; 2) 174FPD, pass door with latch catch.

2.8 PRISON HINGES FOR DOORS

- A. Manufacture for prison hinges to the metal cage units:
1. Hinges for the metal cage units.
 - a. Folger Adams
 - b. Or Equal
 2. Description:
 - a. 5FS, five (5") inch full surface hinge.

- B. Manufacture for the hinges to the pass doors that are located on the main doors to the metal cage units:
 - 1. Hinges to the pass doors that are located on the main doors to the metal cage units.
 - a. Folger Adams
 - b. Or Equal
 - 2. Description:
 - a. 3FP, three (3") inch food pass hinge.

PART IV EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer and Detention Specialist present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention enclosures.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention enclosure connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install detention enclosures plumb, rigid, properly aligned, and securely fastened in place, complying with manufacturer's written recommendations.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing detention enclosures to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.
 - 1. Proprietary Built-in Masonry Anchors: Install integral with unit masonry.
- C. Cutting, Fitting, and Placement: Obtain manufacturer's written approval for cutting, drilling, and fitting required for installing detention enclosures. Set detention enclosures accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- D. Provide temporary bracing or anchors in formwork for items that are to be built into adjacent construction.
- E. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

F. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

3.3 **INSTALLATION OF WELDED-ROD-MESH ASSEMBLIES**

- A. Steel Frame Anchorage: Weld mesh to steel tube with 1-inch welds at 12 inches on center.
- B. Mechanically tie mesh to steel frame at intermediate frame points with high tensile strength stainless steel wire minimum 8 gauge 0.162 inch wire at 12 inches on center
- C. Provide supplementary framing at three-way connections. Weld main framing to supplementary framing with 1/8-inch fillet welds 1 inch long at 12 inches o.c. on both sides of framing.
- D. Provide additional field bracing as shown or as necessary for rigid, secure installation.

3.4 **FIELD QUALITY CONTROL**

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Remove and replace detention mesh assemblies if inspections indicate that work does not comply with specified requirements. Remove malfunctioning units; replace with new units.
- C. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

3.5 **CLEANING AND PROTECTION**

- A. Touchup Painting: Immediately after erection, clean bolted connections and abraded areas of shop paint, and paint exposed areas with same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Touchup Painting: Cleaning and touchup painting of bolted connections and abraded areas of shop paint.
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas; repair galvanizing to comply with ASTM A 780 (if used in wet area).

RFQ # COR61615

**ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, AND SUPPLIES NECESSARY TO
INSTALL METAL CAGES IN BOTH QUILLIAMS I AND II INDOOR
RECREATIONAL YARDS**

**MOUNT OLIVE CORRECTIONAL COMPLEX
FAYETTE COUNTY, WV**

BID FORM

Bidder's Company Name: _____

Bidder's Address: _____

Remittance Address: _____
(If different)

Phone Number: _____

Fax Number: _____

Email Address: _____

WV Contractor's License Number: _____

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

CONTRACT BASE BID: _____

(\$ _____) (Contract base bid to be written in words and numbers.)

The contract will be awarded to the vendor with the lowest contract base bid meeting the specifications.

Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

000039

RESPECTFULLY SUBMITTED:

DATE: _____

WV VENDOR NO.: _____

CONTRACTOR LICENSE NO.: _____

BY: _____
(SIGNATURE, IN INK)

TITLE: _____

FIRM NAME: _____ (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: _____

END OF BID FORM

MOUNT OLIVE CORRECTIONAL COMPLEX

MOUNT OLIVE, WEST VIRGINIA

QUILLIAMS UNITS I AND II RECREATIONAL YARD METAL CAGES PROJECT

CONSTRUCTION DOCUMENTS - JUNE 19, 2013

EARL RAY TOMBLIN
 JOSEPH THORNTON
 JAMES RUBENSTEIN
 JAMES TELAPI
 PHILIP FARLEY II

GOVERNOR
 SECRETARY - W.V. DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY
 COMMISSIONER - W.V. DIVISION OF CORRECTIONS
 DEPUTY COMMISSIONER - W.V. DIVISION OF CORRECTIONS
 CONSTRUCTION MANAGER - W.V. DIVISION OF CORRECTIONS



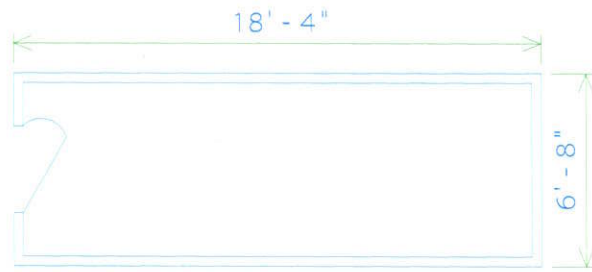
DRAWING INDEX	
A1-0	KEY NOTES
A1-1	METAL JAIL ROOM LAYOUT
A2-1	METAL CAGE #1 LAYOUT DIMENSIONS
A2-2	METAL CAGE #2 LAYOUT DIMENSIONS
A2-3	METAL CAGE #3 LAYOUT DIMENSIONS
A3-1	METAL CAGE #1 LAYOUT DETAILS
A3-2	METAL CAGE #2 LAYOUT DETAILS
A3-3	METAL CAGE #3 LAYOUT DETAILS
A4-1	DOOR DETAILS
A4-2	MISCELLANEOUS DETAILS
A5-1	EXISTING WINDOW CONDITIONS

- ① EXISTING CMU WALL STRUCTURE. CMU WALLS ARE FILLED WITH REBAR AND CONCRETE..
- ② EXISTING ENTRANCE DOOR TO RECREATIONAL ROOM AT REMAIN.
- ③ EMERGENCY EXIT DOOR.
- ④ MECHANICAL CHASE DOOR.
- ⑤ STORAGE CLOSET DOOR.
- ⑥ EXISTING WINDOWS.
- ⑦ NOT APPLICABLE.
- ⑧ NOT APPLICABLE.
- ⑨ 4" X 4" X 1/4" THICK STEEL TUBING.
- ⑩ 2" X 2" X 1/4" THICK STEEL TUBING.
- ⑪ 2" X 4" X 1/4" THICK STEEL TUBING.
- ⑫ 4" X 4" X 1/4" THICK STEEL L-BRACKET ANGLE STOP, WELD TO HORIZONTAL RAIL. EACH METAL CAGE MUST BE MOUNTED TO THE FLOOR ON THE OUTSIDE IN ALL FOUR CORNERS.
- ⑬ CONTINUOUS 3/4" GALVANIZED TERMINAL BAR FASTEN TO STEEL TUBING AT 12" O.C. WITH 14" X 1" LONG STAINLESS STEEL SELF DRILLING PAN HEAD TORZ SECURITY SCREW. THE TERMINAL BARS MUST BE INSTALLED OVER TOP OF THE SMA, NOT BEHIND IT.
- ⑭ 5" WELD ON SECURITY HINGES. THREE ARE REQUIRED PER DOOR.
- ⑮ SECURITY LOCK ASSEMBLY.
- ⑯ DIMENSIONS AS REQUIRED FOR LOCKSET.
- ⑰ DEADLATCH/DEADLOCK WITH GRILL MOUNTING.
- ⑱ CLEARANCE AS REQUIRED FOR HINGE.
- ⑲ CLEARANCE AS REQUIRED FOR LOCKSET.
- ⑳ 1" MAX.
- ㉑ 3/16" GALVANIZED STEEL PLATE WELD TO FRAMING AND GRID SMOOTH ALL EDGES AROUND OPENING.
- ㉒ GALVANIZED WELDED SECURITY MESH ASSEMBLY (SMA), WIRE GAUGE: 8, 0.162", HEIGHT EVERY 0.5' X WIDTH EVERY 3". SMA IS SHOWN OF THE LAYOUT DRAWINGS TO GO IN BETWEEN THE STEEL TUBING STRUCTURE. ON THE MISCELLANEOUS DETAILS DRAWING, IT SHOWS THAT THE SMA COVERS THE ENTIRE SIDE AND STEEL TUBING STRUCTURE WHICH IS CORRECT.
- ㉓ DETENTION ENCLOSURE SECURITY MESH ASSEMBLY WELDS TO GATE FRAMING.
- ㉔ NOT APPLICABLE.
- ㉕ HAND CUFF PORT.
- ㉖ 2" MAX.
- ㉗ LADDER.
- ㉘ LADDER TO BE WELDED TO METAL STRUCTURE.
- ㉙ METAL CAGE #1.
- ㉚ METAL CAGE #2.
- ㉛ METAL CAGE #30.
- ㉜ PASS DOOR.
- ㉝ PASS DOOR HINGE.
- ㉞ LATCH ASSEMBLY.
- ㉟ LATCH BOX CATCH.

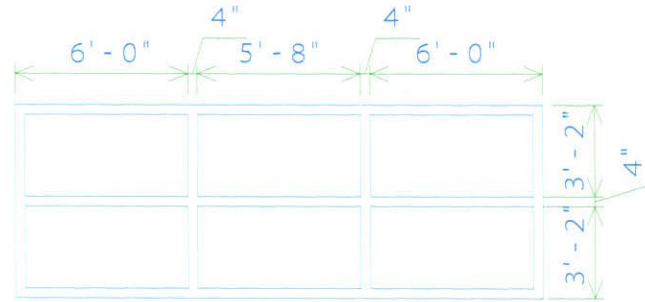
KEY NOTES

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WEST VIRGINIA DEPARTMENT OF CORRECTIONS West Virginia Division of Corrections 1409 Greenbrier Street Charleston, WV 25311		
Quilham - Units 1 and 2 Recreational Yard Metal Cages Project Mount Olive Correctional Complex 1 Mount Olive Way Mount Olive, WV 25185		
Project No.: Drawing No.: Date:	Scale: Date:	Revision: Date:

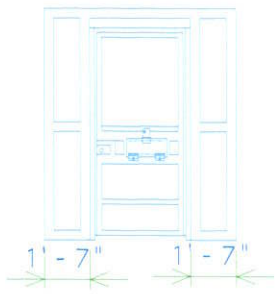
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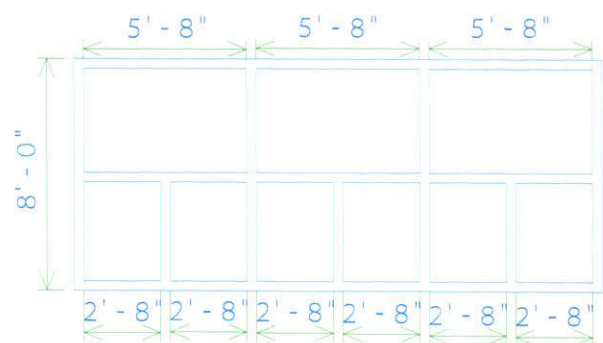
METAL CAGE EXTERIOR DIMENSION



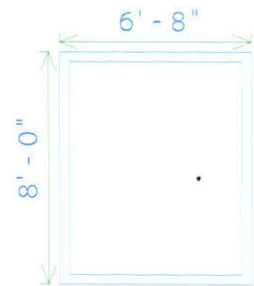
METAL TANK BODY STRUCTURE



METAL CAGE FRONT STRUCTURE



METAL CAGE WALL STRUCTURE



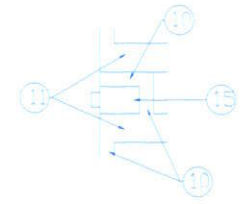
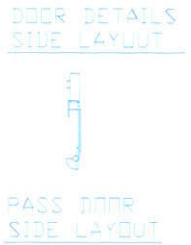
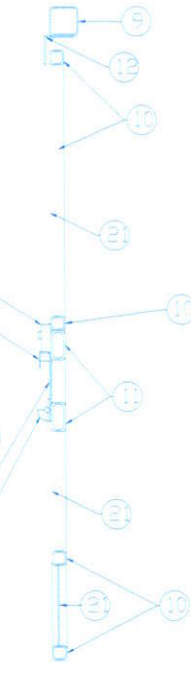
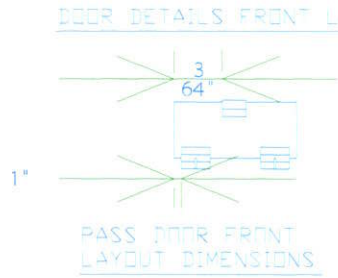
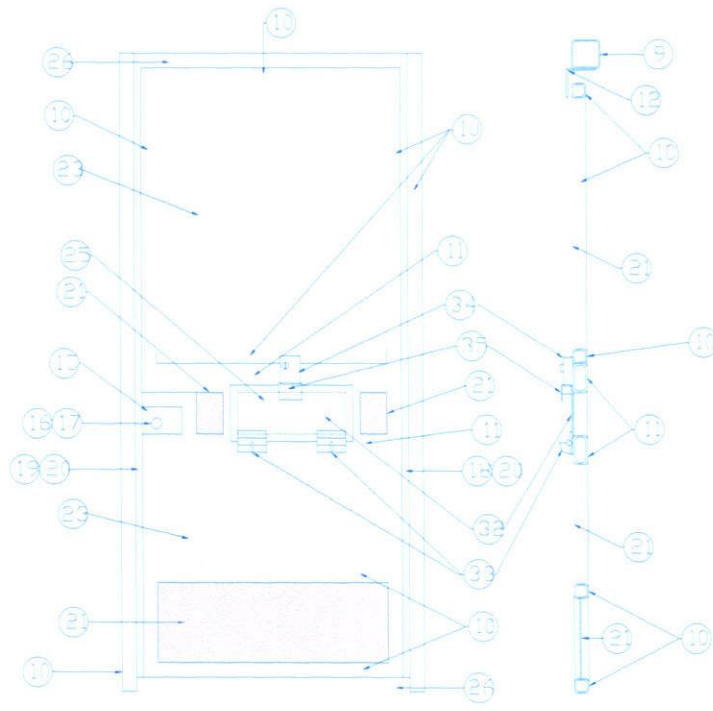
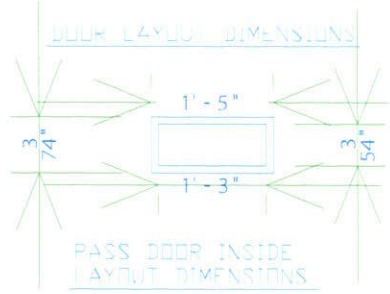
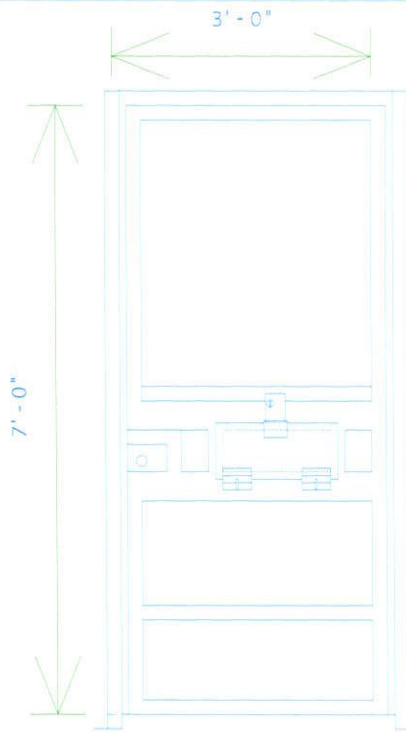
METAL TANK BACK STRUCTURE

METAL CAGE #1 LAYOUT DIMENSIONS
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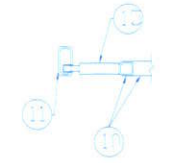
SEE DRAWING A1-0
FOR KEY NOTES.

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DRAWN BY: [Signature]	
CHECKED BY: [Signature]	
NO.	DATE
1	11/11/11
PROJECT: West Virginia Division of Corrections 1409 Greenbrier Street Charleston, WV 25311	
DESCRIPTION: Williams - Units 1 and 11 Recreational Yard Metal Cages Project	
LOCATION: Mount Olive Correctional Complex 1 Mountside Way Mount Olive, WV 25185	
SCALE: 1/2" = 1'	DATE: 11-11-11

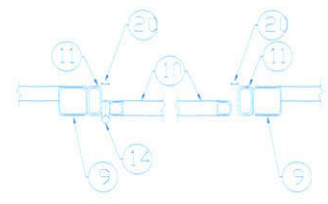
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LOCK ASSEMBLY FRONT LAYOUT



LOCK ASSEMBLY SIDE LAYOUT



DOOR SIDE LAYOUT

DOOR DETAILS
SCALE: 1-1/2" = 1'

**SEE DRAWING A1-0
FOR KEY NOTES.**

<p>West Virginia Division of Corrections 1409 Greenbrier Street Charleston, WV 25311</p>		
<p>Quilliams - Units 1 and 11 Recreational Yard Metal Cages Project Mount Olive Correctional Complex 1 Mountside Way Mount Olive, WV 25185</p>		
<p>DATE: 11/11/11</p>	<p>SCALE: 1 1/2" = 1'</p>	<p>BY: [Signature]</p>

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number) (Fax Number)

(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (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's Principal Office
- (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 numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

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

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

NOW THEREFORE

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal _____ (Q)
(Name of Principal)

(R)

By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

Title

Surety Seal _____ (V)
(Name of Surety)

(U)

Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



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

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).