



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

Request for Quotation

RFQ NUMBER
DEFK7188

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV
25311-1099 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/10/2007				

BID OPENING DATE: **04/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS; AND TO EXTEND THE BID OPENING DATE.						
NEW BID OPENING DATE: 4/24/2007						
ATTACHMENT: ADDENDUM #1 CLARIFICATIONS AND ADDITIONS						
0001	1	LS		820-12		
BOILER SYSTEM INSTALLATION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

DEFK7188 – Addendum #01

Bids Due: 4/24/2007; 1:30 pm

This addendum is issued to add requirements to the original specifications, clarify requirements, answer questions to vendor questions, and to extend the bid opening date to 4/24/2007; 1:30 PM. Also included is a designated area to type your bid.

3.0 REQUIREMENTS AND SPECIFICATIONS; “WARRANTY” – See #6 below. A future maintenance agreement will be bid before the one year warranty period ends, and will be effective the day after the warranty period ends.

2.2 ASBESTOS ABATEMENT. It shall be the contractor’s responsibility to abate any asbestos containing material associated with this contract.

7.5 Invoicing. The successful vendor shall submit invoices in arrears. Contractor has the option to submit progression invoices at 50% upon delivery of the boiler to the site; 40% may be invoiced upon completion of the project. 10% retainage may be invoiced upon DPW has accepted construction, received training and documentation to include operation manual(s), and receive chain of custody documentation for asbestos abatement.

Pricing:

Complete installation of the new boiler system per the RFQ: \$ _____

	<u>Est, Qty.</u>	<u>Unit Price (Sq. Ft.)</u>	
*Asbestos abatement:	20 Sq. Ft.	X \$ _____	= \$ _____
		Grand Total	\$ _____

* Asbestos abatement pricing – any additional unforeseen abatement will be handled through the change order process. Vendors shall be paid for additional abatement according to the “Unit Price” (square foot) price listed on the bid.

CLARIFICATIONS/ANSWERS TO QUESTIONS

1. Piping for boiler plumbing to be installed per minimum requirements of new boiler's manufacturer.
2. Removal of old expansion tanks to be preformed by contractor and removed from Camp Dawson by contractor.
3. New Pre-charged expansion tanks of sufficient size required per minimum requirements of new boiler's manufacturer to be installed with a prefabricated pad where applicable by national building codes and standards.
4. Existing gas vents to be rerouted from the boiler and the existing stand alone potable water heater to the exterior wall through the adjacent room [logistic supply room] in order to ensure compliance with current national building code and standard is within compliance.
5. Replace existing bilge recirculation pump with a newly manufactured equivalent that will meet minimum requirements of new boiler's manufacturer.
6. Warranty to be reduced to minimum of one year or greater only if exceeded by the originally offered manufacturer warranty.
7. Asbestos abatement to be confined to the direct area of work and portions of modification of existing plumbing and internal gaskets of existing boiler.
8. Internal gaskets of boiler to be assumed to be asbestos, as identified as suspect material not previously identified. If found to not be asbestos from testing, then that portion of asbestos abatement to be deducted.
9. Asbestos test results are available from WVARNG per CPT Jeff Franklin at 304.791.4333. [at this time: minus internal gaskets to boiler as were not previously suspect. Will be available upon samples taken and tested.]