



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
DEFK7213

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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
05/29/2007				

BID OPENING DATE: 06/14/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM # 03</p> <p>THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, ADD TO, AND/OR DELETE REQUIRMENTS OF THE ORIGINAL REQUEST FOR QUOTATION AND ADDENDUMS 1 &amp; 2.</p> <p>ATTACHMENT: ADDENDUM #03</p> <p>***** END OF ADDENDUM # 03 *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

**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.

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**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

**ADDENDUM # 03**

ISSUE DATE: May 25, 2007

PROJECT: KINGWOOD READINESS CENTER  
Camp Dawson Kingwood, West Virginia

OWNER: West Virginia Army National Guard and  
U.S. Army Corps of Engineers, Mobile District

Contract No.: W912HN-05-D-001  
Task Order No.: CK04

ARCHITECT / ENGINEER: The Mason & Hanger Group, Inc a  
Day & Zimmermann Company  
300 West Vine Street, Suite 1300  
Lexington, Kentucky 40507-1814  
MHG No. 0062.04  
tel 859.252.9980  
fax 859.389.8870

Revise and amend the Project Manual dated March 20, 2007 for Work on the above Project as stated in this Addendum; otherwise the original Project Manual shall remain in effect.

**AFFECTING BIDDING REQUIREMENTS:**

Remove the following Bid Item Descriptions:

#s 36 & 37 High Retaining Wall, Low Retaining Wall

Replace with:

<b>36 &amp; 37:</b>	<b>High Retaining Wall, Low Retaining Walls</b>
<b>Unit:</b>	Facial Square Foot (SF)
<b>Description:</b>	These items of work are concrete block exterior walls as shown on the Plans. Excavation, gravel foundations, backfill, and associated subsurface drainage are incidental.
<b>Measurement:</b>	Measurement shall be by the facial square foot along the front face of the wall. Only one face of multi-faced block shall be counted.
<b>Payment:</b>	Payment shall be made at the contract unit price per facial square foot.

**AFFECTING SPECIFICATIONS:**

Section 02741, "Hot-Mix Asphalt Paving" Paragraph 3.12, "Field Quality Control", Subparagraph A, Change the wording from "C&FMO will engage..." to "Contractor will engage..."