



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
DRS080848

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY
804-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV OF REHABILITATION SERVICES  
 WV REHABILITATION CENTER  
 ATTENTION: RECEIVING

INSTITUTE, WV  
 25112 766-4621

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/06/2008				
BID OPENING DATE:	06/19/2008	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 2 ----- THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS/CONCERNS RAISED DURING THE PRE-BID MEETING OF 5/7/08 AND THE QUESTION SUBMISSION DEADLINE OF 5/9/08. ATTACHMENT: QUESTIONS AND RESPONSES ----- END OF ADDENDUM NO. 2 -----						

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 may be deemed null and void, and 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 #2  
DRS080848**

**Questions and Responses**

Question:

If the storm drainage and catch basins are to be replaced can we have an elevation sheet on the project and an approved material list for this part of the project?

Response:

The drawing passed out at the pre-bid meeting is deleted in its entirety. It is an outdated drawing from an earlier project and is not applicable to the repair work specified in this RFQ. Only those specifications included in the RFQ and any Addendums to the RFQ are applicable to this project.

Question:

Would you consider adding an additive alternate bid item for redoing the waterline under the building and going up through the floor to hook to the existing fire line connection? And leaving the base bid as "assumed" outside construction of new waterlines?

Response:

No. Please see response to question one above.

Question:

PVC should not require an anode. Have we interpreted the note correctly? If not, can you elaborate on the note?

Response:

Please see the response to question one above.

Question:

Verify the estimated lengths of all lines to be replaced are measured, the lines to be replaced in the asphalt and/or concrete are measured separately, and WVDOH requirements are noted, and all included on the addenda.

Response:

The total length is corrected to 665 feet for the trench and pipe (RFQ specifications 1 and 2). For the purpose of determining costs, the entire length should be considered to be under asphalt except for the approximately 25' width of Barron Drive which has a DOH cement surface. The vendor is responsible for all asphalt and cement cuts necessary for installation of the water line. All areas that are under asphalt must be filled and compacted for repaving. Vendor is not responsible for repaving of asphalt areas, but is responsible for filling, compacting and replacement of the cement surface on Barron Drive to as near its original condition as possible.

Question:

Will the vendor be responsible for DOH permits and DOH bonds?

Response:

No. The agency will be responsible for the DOH permits and any DOH bond requirements.

To add the following specifications:

- Vendor shall use class 55 Spool Pipe to come through the floor at the water outlet.
- Work requiring shut-off of water shall be completed on the weekends.
- Barron Drive area shall be open cut.
- Liquidated Damages: According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$50.00 per day for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.