



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
 DCH09068

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CULTURE & HISTORY
 WV INDEPENDENCE HALL
 1528 MARKET STREET
 WHEELING, WV
 26003-3532 304-238-1300

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/06/2009				

BID OPENING DATE: 03/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
ADDENDUM ISSUED FOR THE INDEPENDENCE HALL HVAC PROJECT TO DISTRIBUTE THE ARCHITECT'S CLARIFICATIONS AND REVISIONS TO THE THE DRAWINGS AND SPECIFICATIONS. PLEASE SEE THE ATTACHED THREE PAGES.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 03/19/09 AT 1:30 PM.						
NO OTHER CHANGES						
0001	1	LS		910-36		
HVAC RENOVATIONS						
***** THIS IS THE END OF RFQ DCH09068 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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



March 5, 2009

WV Independence Hall
Market and 16th Sts
Wheeling, West Virginia 26003

Reference: Independence Hall
HVAC Renovation Project
McKinley Project No. 08036.01

ADDENDUM #2

The following items clarify the bidding document drawings and specifications dated January 13, 2009. Acknowledge receipt of this addendum at the appropriate location indicated on the Bid Proposal Form; failure to do so may be deemed a lack of bid responsiveness and can be cause for rejection of the bid.

2.0 SPECIFICATIONS

2.01 SPECIFICATION SECTION

Specification Section 074113, 2.1, A: CHANGE

3. Exposed Finish: Galvalume or manufacturer's standard equivalent.
 - a. All exposed metal flashing, fascia, trim, drips and soffits are to match Galvalume roof finish.

3.0 DRAWINGS

- 3.01 Drawing AD1.01 – Clarification: new grate extensions at the window wells appear graphically (note darker line weight) in each of (5) window openings. The existing grates do not extend fully into the stone opening. The grate extensions are part of the new work at each opening. The existing grates are rectangular.

Note: At the contractors' option, in lieu of cleaning, painting, repairing and extending the existing window well grates – new grates and steel supports may be provided. All metal is to be galvanized and painted using specific paint system. Grates need to be removable for window well cleaning, Typ. whether new or existing modified application is provided.

- 3.02 Drawing AD1.01 – Clarification: Excavate area along “existing CMU wall to remain” at large exterior mechanical well. Extend engineered shoring. Clean existing CMU and prepare for new water proofing and protection course.
- 3.03 Drawing A1.01 – Clarification: All construction joints below grade are to be watertight. Provide new continuous water proofing and protection course on all well walls as specified at large exterior mechanical well.

Drawing A1.01 – Clarification: Detail 5/A1.01 – provide waterproofing protection course as specified. Delete reference to ½” board thickness. Typical at all similar conditions.

Drawing A1.01 – Clarification: Wall Section 6/A1.01 – horizontal bed joint between new and existing masonry (including stone) is to be set full and solid with mortar. Embed pins 6” into existing masonry with epoxy or grout solid at cells. Place pins at 24” o.c. max. Pin corners. See 1/A3.01 for similar notations and conditions.

Drawing A1.01 – Clarification: At Floor Plan 4/A1.01, detail wall section marker at northeast rebuilt window wall should read “6/A1.1” not ‘6/A3.01’.

- 3.04.1 Drawing A1.02 – Clarification: Floor Plan 2/A1.02, delete detail reference marker 1/A3.01 from rooms 204 and 207. Extensive plaster reconstruction on east wall is not part of this contract.

Drawing A1.02 – Clarification: All Floor Plans – at all walls with new plaster patching related to duct work changes is shown - apply paint system specified on the wall from far inside corner to the other far inside corner of each room. The other three wall surfaces are not to be painted. Owner to select colors from full range available.

- 3.05 Drawing A3.01 – Clarification: All new stone is to be secured to new or existing substrates or structures using stainless steel anchors at 16” o.c. vertically and horizontally. Not all pins required for anchoring are shown. Submit shop drawings for review by A/E on all stone fabrication and anchoring. Epoxy coated dowels may be used for masonry-to-masonry anchoring only.

Drawing A3.01 – Clarification: All back-up masonry for stone veneer is to be anchored with rebar into new foundations. Provide a minimum of 16” lap to rebar within new masonry retaining walls. For pinning new masonry to existing refer to 1/A3.01 for similar notations and conditions.

Drawing A3.01 – Clarification: retaining wall masonry reinforcing bars are not required to be galvanized. Provide retaining wall masonry reinforcing bars per specification. Bar positioners are required.

Drawing A3.01 – Clarification: under Structural Notes add the following: “6. Back filling operations at retaining wall structure are to be done in 8” lifts with all compaction requirements approved by licensed soils engineer in the State of West Virginia. Submit clean fill data and test results supervised by licensed soils engineer. On site fill from excavations may be used for back fill if acceptable to soils engineer, otherwise provide acceptable borrow material from off site.”

- 3.06 Drawing A3.02 – Clarification: refer to above Addendum items for stone and masonry anchoring and reinforcing for all exterior details shown.

Respectfully submitted,

Travis Petri

Travis Petri
McKinley & Associates