

VENDOR

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

## Request for Quotation

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JOHN ABBOTT 304-558-2544

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WEST VIRGINIA STATE POLICE STATE POLICE ACADEMY ACADEMY DRIVE

INSTITUTE, WV 25112

DATE PRINTED TERMS OF SALE :: SHIP VIA FOB. FREIGHT TERMS 11/23/2008 **BID OPENING DATE:** 12/10/2008 **BID OPENING TIME** 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM #02 THIS ADDENDUM IS TO MODIFY AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND ANSWER VENDOR QUESTIONS. THE BID OPENING DATE IS EXTENDED TO 12/10/2008; 1:30 PM. REVISED BID OPENING DATE: 12/10/2008; 1:30 PM 0001 968-20 LS 1 BUILDING CONSTRUCTION SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

# 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

#### ADDENDUM NO. 2

for

### WEST VIRGINIA STATE POLICE STATE POLICE ACADEMY RENOVATIONS INSTITUTE, WEST VIRGINIA RFQ #DPS0912 McKinley Project No. 08007.01

#### TO ALL BIDDERS:

The following items revise the Bidding Document Drawings and Specifications dated September 26, 2008. 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.

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1.0	CHANGES TO BIDDING REQUIREMENTS: N/A
2.0	CHANGES TO CONTRACT FORMS:
2.1	Clarify: there will be one bid for the entire project. The breakouts for Building A, B, C, &D are for information only the bid will not be rejected if not provided on the bid form. The information will be required from the successful bidder.
3.0	CHANGES TO SPECIFICATIONS: VOLUME I
3.1	SPECIFICATION SECTION 012100 – ALLOWANCES  Clarify: Allowance for exterior signage of \$5,000 shall be split between Building A and Building D.
4.0	CHANGES TO DRAWINGS:
4.1 Modify:	DRAWING A3.01, A3.02, A3.03, A3.04: BUILDING D Install a 2x6 bolted to the upper flange of the beam to accept the fasteners for the SIP's
4.2 Modify:	DRAWING A1.01 BUILDING A Add new guard and handrail as shown on sketch SK-3A (attached).
5.0	QUESTIONS FROM BIDDERS:

If the question is not specifically addressed refer to the additions and modifications to the contract documents above.

West Virginia State Police - State Police Academy

1. **QUESTION:** Is hanging steam sauna piping and coil in room G17 of Bldg. A part of this project?

ANSWER: No, the intent is to just replace the steam generator.

2. **QUESTION:** Spec and schedule for plumbing fixtures in Bldg. A.

ANSWER: LV-2 in Building-A to be same as LV-1 in Building-D.

WC-3 in Building-A to be American Standard Madera Model # 2305.100 w/ Sloan Royal Model # 111 Flush Valve.

SH-1 in Building-A to be AquaGlass Model # 313637AC w/ American Standard Colony Soft T675.501.002 Trim Kit.

3. **QUESTION:** Clarify WH-1 model number in schedule for Bldg, D.

ANSWER: A.O.Smith, Model# ELJF-30.

4. **QUESTION:** Can we use no hub cast iron above ground?

ANSWER: Yes

Enclosures:

Sketch: SK-3A Handrail Details

TRW:agb

END OF ADDENDUM NO. 2

