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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

RFQ NUMBER DEFK10006

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KINGWOOD, WV 26537

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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
- 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 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
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written
- BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract 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
- 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. 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
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time 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,

ADDENDUM # 02

The following are clarifications to Questions raised during the Bid period for Contract #DEFK10006 for the Phase 1 – Site Preparation for the Live Fire Exercise Shoot House project.

Section 106050 Wire Mesh Partitions

Is it the Architect intention to install these wire mesh partitions on the inside of the opening of the lower windows? If so, will the fans and window cranks have to be removed?

Or will the wire mesh partition be installed on the outside of the window opening leaving the window inoperable. The measurements differ inside from outside. Also, will new steel need to be installed to support the wire mesh partitions?

The wire mesh partitions should be installed on the exterior face of the building against the corrugated metal panel surface. The existing windows where mesh panels are required will become inoperable and should be closed. The Contractor shall provide a welded 2" x 2" tube steel frame with continuous steel angle stops around the inside perimeter of each frame with the mesh panels inserted inside the perimeter frame and welded to the perimeter stops.

The Contractor shall field verify existing openings and verify the jamb conditions around the openings to determine the attachment requirements for the frames to the framing and the exterior face of the building.

It is hard to receive a firm price from the Power Company without a work order from the Owner. Would it be possible for an allowance for the electrical service?

No.

There are several large structures that are within that 20 foot area. Are they to be included? Examples would be the silos and metal structures. I would assume that a structure at that size would be detailed on the drawings. To what extent shall the debris on the outside of the building be for demolition and cleanup? Note 5 Sheet A-101.

Debris clean-up and removal shall be limited to the inside of the building. Clean-up of the exterior around the building is not required. No work is required at the future parking area.

In order to allow for the pock marks, holes etc. to be repaired with non-shrink grout. The concrete will need to be pressured washed or cleaned with some type of cleaner. The fluids or materials that this building has been exposed to for many years will need to be stripped off the concrete pads. I did not see any specifications on how the Architect would approach this issue. Would the Architect be willing to spec out a procedure for treating the concrete before installation of the non-shrink grout? Note 3 Sheet A - 101 I do not believe that any of the suppliers for the 18 available products will warranty their product with the existing conditions of the concrete.

The Contractor shall be responsible for pressure washing/cleaning the existing concrete with a cleaning/degreasing agent similar to BASF Citrus Degreaser and Cleaner (equal product is acceptable-See attached cut sheet).

Note 4 Sheet A-101 Fill in all holes with like material. What do you mean? Do you want all the formed holes upstairs that are in the concrete floor patched with concrete?

Like material means that if there are holes in the concrete then they shall be filled with concrete, or an acceptable cementitious material (ie. Epoxy grout), which will provide security, strength, and weather protection, similar to the existing material. Holes in the mezzanine floor do not need to be formed and filled with concrete at this time.

Will water proof lights and electrical boxes, etc. be required since the roof leaks so bad?

Waterproof lights and electrical boxes are not required.

Since the existing steel structure around the doors are rusted and have holes, will new steel be required for framing the new man doors and overhead doors?

According to the Pre-Bid meeting minutes there is an allowance of \$10,000 added for miscellaneous steel and sheet metal. If there is a need to replace existing framing at jambs of doors and windows then the allowance should cover this.

END OF ADDENDUM



PRODUCT DATA

3030100

Maintenance of Concrete

CITRUS DEGREASER AND CLEANER

Nonpetroleum degreaser and cleaner

Description

Citrus Degreaser and Cleaner is a nonpetroleum-based product used to remove grease and stains from concrete

Packaging

1 gallon (3.8 L) cans 5 gallon (18.93 L) pails

Color

Light amber

Shelf Life

2 years when properly stored.

Storage

Store in unopened containers in a clean, dry area. Protect from freezing

Features

Nonpetroleum

- Conventional or automatic scrubber application
- High-strength formula
- · Concentrated formula

Benefits

Has pleasant citrus smell; rinses with water

Quick and easy to use

Easily removes grease and stains

Dilute for many cleaning situations; economical to use

Where to Use

APPLICATION

- To remove deposits of grease, oil, and other fluid spills from concrete surfaces
- To dissolve many resins, adhesives, rubber tire marks, and a variety of other tough compounds from floors and industrial equipment

GENERAL-PURPOSE CLEANING

- 1. Dilute with water up to a 50 to 1 solution
- 2 Spray or mop on, and allow to penetrate for
- 3 5 minutes, then rinse with clean water.

Clean Up

Follow proper local, state, and federal regulations when disposing of Citrus Degreaser and the material removed from the floor.

How to Apply

Surface Preparation

- Sweep floor with an industrial stiff-bristled broom to remove surface dirt and other loosely adhering solid contaminants.
- 2. Mortar joints must be struck flush or tooled with a round jointer and be free of rough edges

Application

INDUSTRIAL DEGREASING

- 1 Apply Citrus Degreaser full strength at approximately 200 ft²/gallon (4.9 m²/L). Allow 5 10 minutes for penetration. Scrub if necessary.
- 2. Rinse with clean water. All traces of grease and oil should be removed
- 3 For unusually deep-seated grease and oil stains, a second application may be necessary.

For Best Performance

- May be harmful to some plastics and painted surfaces; test surface in an inconspicuous area before using.
- Do not use on conductive floors.
- Make certain the most current versions of product data sheet and MSDS are being used; call Customer Service (1-800-433-9517) to verify the most current version.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.



Technical Data

Composition

Citrus Degreaser and Cleaner is a non petroleumbased product

Typical Properties

| Color | Orange |
|------------------------|--------------|
| Viscosity | Gardner A-5 |
| Weight per gallon, lbs | 7.1 |
| Nonvolatile content, % | 8.0 |
| Flash point, ° F (° C) | 115 (46) |
| Freeze/thaw | Passes |
| Odor | Light citrus |

Test results are averages obtained under laboratory conditions Reasonable variations can be expected.

Health and Safety

CITRUS DEGREASER AND CLEANER

Caution

Citrus Degreaser and Cleaner contains Nonoxynol, glyco monomethyl 1 ether and D-Limonene

Risks

Combustible liquid and vapor. May be absorbed through skin Repeated or prolonged exposure increases the risk of absorption. May cause skin, eye and respiratory irritation Ingestion may cause irritation. Reports associate repeated or prolonged occupational overexposure to solvents with permanent brain, nervous system, liver and kidney damage. INTENTION-AL MISUSE BY DELIBERATELY INHALING THE CONTENTS MAY BE HARMFUL OR FATAL.

Precautions

KEEP OUT OF THE REACH OF CHILDREN. KEEP AWAY FROM HEAT, FLAME AND SOURCES OF IGNITION Vapors are heavier than air. Keep container closed Use only with adequate ventilation Avoid contact with eyes, skin and clothing. Wash thoroughly after handling. Avoid breathing vapors. DO NOT take internally. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable federal, state and local regulations.

First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes SEEK IMMEDIATE MEDICAL ATTENTION In case of skin contact, wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs, or if swallowed, SEEK IMMEDIATE MEDICAL ATTENTION.

Refer to Material Safety Data Sheet (MSDS) for further information.

Proposition 65

This product does not knowingly contain materials listed by the state of California as known as to cause cancer, birth defects, or other reproductive harm.

VOC Content

3 53 lbs/gal or 423 g/L, less water and exempt solvents.

For medical emergencies only, call ChemTrec (1-800-424-9300).

BASF Construction Chemicals, LLC – Building Systems

889 Valley Park Drive Shakopee, MN, 55379

www BuildingSystems BASF.com

Customer Service 800-433-9517 Technical Service 800-243-6739



LIMITED WARRANTY NOTICE: Every reasonable effort is made to apply BASE exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, BASE MAKES NO WARRANTY OR GUARANTE, EXPENSE OR MAPLED, MCLIDIAN WARRANTES OF REPOSES OR ARPHICELAR PLAPOSE OR MRCHANTEANTY, REPOSE ON ARPHICELAR PLAPOSE OR MRCHANTEANTY, REPOSE ON ARPHICELAR PLAPOSE OR MRCHANTEANTY, REPOSE OR MRCHANTEANTY,

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