



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
DEFK10017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2010				

BID OPENING DATE: 05/05/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
TO CHANGE THE BID OPENING DATE FROM 4/30/10 TO 5/05/10 AT 1:30 PM. TO CHANGE THE SUBSTANTIAL COMPLETION DATE TO READ THAT SUBSTANTIAL COMPLETION AND BENEFICIAL OCCUPANCY MUST BE NO LATER THAT SEPTEMBER 1, 2011. TO PROVIDE REVISED BID FORM FOR THE BASE BID AND ALTERNATIVES.						
0001	1	JB		968-20		
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK10017 ***** TOTAL:						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

April 27, 2010

TO: All Bidders

REF: **WVARNG Armed Forces Reserve Center, Fairmont, West Virginia**
West Virginia Army National Guard
RFQ No: DEFK 10017

SUBJ: **Addendum Bulletin No. 4**

This Addendum Bulletin shall be incorporated in the Construction Documents including the Drawings and Specifications for the Project referenced above. All work amended as listed herein shall be included in your Bid Proposal and the bidder shall acknowledge this addendum bulletin in accordance with the Request for Quotation.

The Construction Contract Documents shall be amended as follows:

SPECIFICATIONS:

1. Addendum 4 - Bid Form Section I - (Base Bid and Alternates) (Revised 13 April 2010): DELETE.
2. Addendum 4 - Bid Form Section I - (Base Bid and Alternates) (Revised 27 April 2010): ADD Section to revise date of completion to read - **Substantial Completion and Beneficial Occupancy no later than 1 September 2011.**

THE OMNI ASSOCIATES - ARCHITECTS



Richard T. Forren, AIA, NCARB
Principal

END OF ADDENDUM

Enclosures:

1. Revised Bid Form Section I (revised 27 April 2010)

**WVARNG Fairmont Armed Forces Readiness Center
BID FORM - SECTION I
(Base Bid and Alternates)
Revised 27 April 2010**

Dated: _____
(Bidder to insert date bid submitted)

SUBMITTED BY:

_____ *(Hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV _____

SUBMITTED TO:

The State of West Virginia *(hereinafter called "Owner")*

The Bidder, being familiar with local conditions affecting the cost of the Work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment and all service necessary to complete in a workman like manner all the work required for:

**The Fairmont Armed Forces Reserve Center
West Virginia Army National Guard
Fairmont, Marion, West Virginia**

All in accordance with the Drawings and Specifications as prepared by Omni Associates-Architects, Inc., 1543 Fairmont Avenue, Fairmont, West Virginia 26554 (304)367-1417.

BASE BID:

For the Sum of:

_____ (\$ _____)

(The Base Bid includes the summation of items as described in Section II of the Bid Form.)

ALTERNATES:

The stated base bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) The Owner shall have the option to accept alternates at the bid price by Change Order to the Contract for a period of 120 days after the contract award.

Refer to Section 012300 entitled "Alternates" for description of Alternates (*Amount to be shown in both words and numbers.*):

Alternate No. 1: Phase 2 Earthwork

ADD the sum of: _____
 _____ (\$ _____).

Alternate No. 2: Military Equipment Parking Expansion

ADD the sum of: _____
 _____ (\$ _____).

Alternate No. 3: Field Fencing

ADD the sum of: _____
 _____ (\$ _____).

Alternate No. 4: Civic Arena Parking Area

ADD the sum of: _____
 _____ (\$ _____).

Alternate No. 5: Fencing and Gate Upgrade

ADD the sum of: _____
 _____ (\$ _____).

Alternate No. 6: Vestibule A100

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 7: Landscaping

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 8: Kitchen Equipment

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 9: Generator and Switchgear Sized for Additional Emergency Power

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 10: Make-Up Air Unit for the Maintenance Building

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 11: Warm-Up Kitchen Equipment

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 12: Telescoping Stands (sections B, E & F)

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 13: Telescoping Stands (sections A & C)

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 14: Telescoping Stands (sections D & G)

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 15: Entrance Signs

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 16: Floor Boxes in Assembly Hall

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 17: Sound System in Assembly Hall

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 18: Projection Screen in Assembly Hall

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 19: Wood Athletic Flooring

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 20: Lightning Protection

ADD the sum of: _____
_____ (\$ _____).

Alternate No. 21: Additional Data Jacks

ADD the sum of: _____
_____ (\$ _____).

If awarded contract on Base Bid, I (we) agree to perform the work to **Substantial Completion and Beneficial Occupancy no later than 1 September 2011**. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 per day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day. The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

SIGNATURE OF BIDDER:

Firm: _____ By: _____

Address: _____ Title: _____

Address: _____ Phone: _____

Address: _____ Fax: _____

Tax Cert#: _____

END OF SECTION I