



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
DEFK11029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 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
05/06/2011				

BID OPENING DATE: 05/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. ADDITIONAL CLARIFICATIONS OR CHANGES TO THE SPECIFICATIONS ATTACHED. 2. TO INCLUDE PREVIOUS REQUESTS FOR INFORMATION INADVERTENTLY OMITTED FROM A PREVIOUS ADDENDUM. 3. TO MOVE THE BID OPENING DATE FROM 05/11/2011 TO 05/18/2011. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 4						
0001	1	JB		968-20		
CONSTRUCTION OF THE MORGANTOWN READINESS CENTER						
***** THIS IS THE END OF RFQ DEFK11029 ***** 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).

ADDENDUM NO. 4

RE: Morgantown Readiness Center
West Virginia Army National Guard
Morgantown, West Virginia
Architect's Project No. 0616

TO: Prospective Bidders

FROM: ZMM, Inc. Architects And Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

PART 1 - CLARIFICATIONS

- A. Drawing No. A7-1 and Section 11400 – Food Service Equipment Kitchen Equipment List - Reference quantities indicated on Drawings in cases of discrepancies. Provide microwave oven as per Section 11400 Food Service Equipment Kitchen Equipment List.

PART 2 - CHANGES TO SPECIFICATIONS

- A. Section 01030 – Description For Alternate Bid Item No. 13 is revised as follows:
 - 1. This item shall consist of any and all material, equipment, and labor for items required by the Contract Documents to provide power & data service package and ~~aisle lighting fixtures~~ on fixed audience seating for the Auditorium as shown and specified. Aisle lighting fixtures are part of Base Bid.
- B. Section 12612 – Fixed Classroom Furniture – ADD line 2.1.A.b to read: Irwin Seating – 'Unilecta' Seating.
- C. Section 15181 – Hydronic Piping – DELETE Paragraph 3.7.C in its entirety.
- D. Section 16721 - Networked Voice Evacuation Fire Alarm System – Make the following revisions:
 - 1. ADD Paragraph 2.1.A.1 to read:

Additional acceptable system manufacturers include the following:

 - a. Simplex.
 - b. Notifier.

PART 3 - CHANGES TO DRAWINGS

A. Refer to the following Drawings as attached to this Addendum.

1. Supplemental Drawing No. 1 - Over-Excavation Detail
2. Supplemental Drawing No. 2 - Floating Baffle Detail
3. Supplemental Drawing No. 3 - Stabilized Construction Entrance Location

PART 4 - RFI RESPONSES

- A. RFI No. 1: Drawing no. A7-1 and Specification Section 11400 – Food Service Equipment Kitchen Equipment List: Requesting clarification regarding discrepancy between equipment list and drawing regarding quantity of equipment items.
1. Response: Reference quantities indicated on Drawings in cases of discrepancies. Provide microwave oven as per Section 11400 Food Service Equipment Kitchen Equipment List.
- B. Substitution Request to use 'Unilecta' Seating as manufactured by Irwin Seating Company has been accepted.
- C. RFI No. 2: Specification Section 12612 - Classroom Furniture: Paragraph 2.1.D.2 references optional upholstered seat. Requesting fabric selection.
1. Response: Fabric will be selected from manufacturer's standard options.
- D. RFI No. 3: Drawing No. E2-3 and Section 01030 – Alternate No. 13 - Power and Data on Fixed Audience Seating for Auditorium: Requesting clarification regarding location of power and data access.
1. Response: Power and Data occur in center section only. Aisle lighting will be part of Base Bid as per revised description of Alternate No. 13 in this Addendum.
- E. Bid Item #10 – AOA Fencing, there is a lot more AOA fencing, between permanent and temporary, shown on the drawing than the quantity indicated for this bid item. I don't have a problem carrying the balance in Bid Item #1, but it will skew the numbers for the site and building.
1. Response: Refer to Addendum #1, page 3, paragraph E.1 This is an optional item – he can put the cost wherever he wants if he chooses to perform this option.
- F. Bid Item #17 – Over Excavation, the Unit of Measure indicated is square yards (SY). However, the major costs associated with this type of excavation are a function of volume, not area. The 100 square yards of over excavation could be one foot deep or five feet or more. Digging 100 sy at 1' is a lot less volume than 100 sy at 5'. Shouldn't the unit measure for this item be for 100 CUBIC yards, not SQUARE yards?
1. Response: The detail for this item was inadvertently omitted from the plans – it is attached.

- H. Bid Item #100 – Grouting, there isn't enough information to accurately quote this. One cost associated with drilling and grouting is moving and setting up the drilling equipment. There is a cost every time the drilling equipment is moved and set up again. How many holes should we figure in addition to the 10,000 LF of drilling and 1,000 CY of grout? As of right now, I have not found a subcontractor that able to provide a price for this item with the information given.
1. Response: Refer to the boring logs to determine depth to mine void and thereby determine number of holes in 10,000 lf of drilling.
- I. Bid Item #100 - assuming 10,000 LF @ 1,000 CY, the diameter of the hole would be about 24". Typically for filling subsurface voids, only a 6" to 12" diameter hole is required. I'm wondering what the intent is for this item.
1. Response: The purpose of the grout is to fill the mine void – not just the hole you drilled to access the void.
- J. In reviewing the addenda again, I'm reminded that in addendum #1 we were to delete the reference to 10,000 LF of drilling and 1,000 CY of grout in Alternate #14, Bid Item #100, and replace it with 10 LF of drilling per cubic yard of grout. This change did not make it to the revised Bid Form Section III in addendum #3. Theoretically, Addendum #3 supersedes Addendum #1. In either case, it is still unclear what we are to bid per my concern below.
1. It changed Alternate #14 "Grouting" to a Lump Sum item.

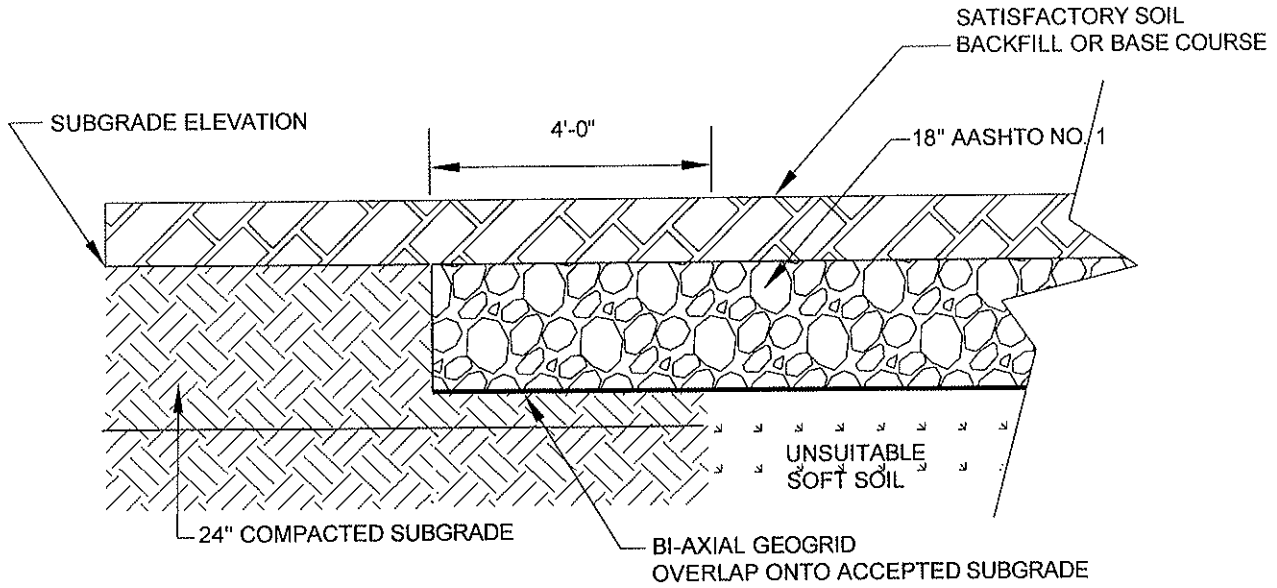
PART 5 - ADDITIONAL CLARIFICATION

- A. Deadline for submission of Requests For Information (RFI's) and Substitution Requests has expired.

End Of Addendum

Attachments:	Supplemental Drawing No. 1 - Over-Excavation Detail	8 ½" x 11"
	Supplemental Drawing No. 2 - Floating Baffle Detail	8 ½" x 11"
	Supplemental Drawing No. 3 -	
	Stabilized Construction Entrance Location	8 ½" x 11"

**** PLEASE NOTE: THE BID OPENING HAS BEEN
MOVED FROM 05/11/2011 TO 05/18/2011.**



8 OVER-EXCAVATION DETAIL
 C2-13 N.T.S.

ZMM
 Z M M, INC.
 ARCHITECTS • ENGINEERS
 222 LEE STREET W
 CHARLESTON, WV 25302
 PHONE (304) 342-0159
 FAX (304) 345-8144

SUPPLEMENTAL DRAWING

- NEW DRAWING or DETAIL 8 on sheet C2-13
- REVISION OF DRAWING or DETAIL _____ on sheet _____
- CLARIFICATION OF DRAWING or DETAIL _____ on sheet _____

ATTACHMENT TO:
 ADDENDUM NO. 4
 CHANGE ORD. NO. _____
 C.C.D. NO. _____

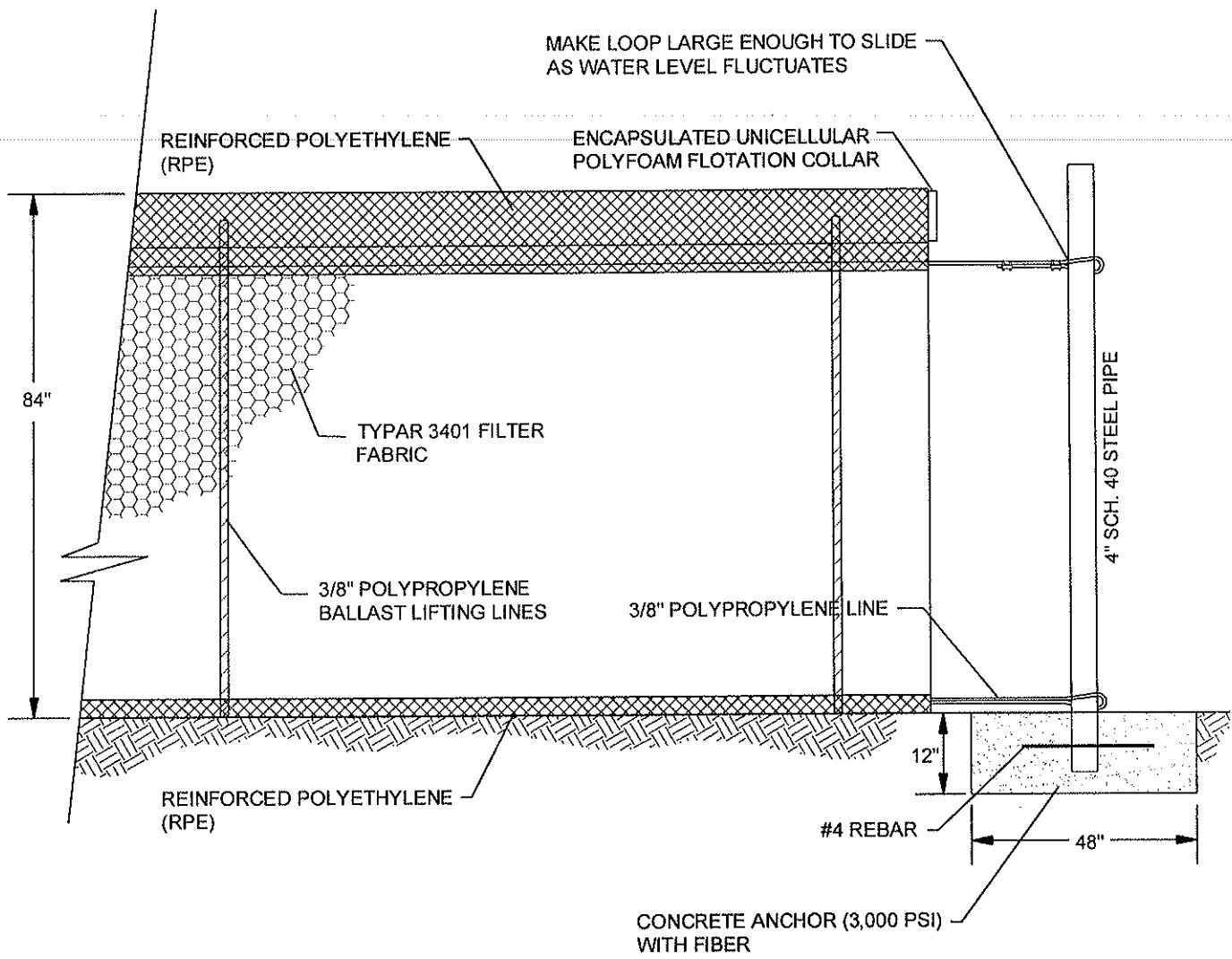
BY:
 JMS

COMM. NO.

MORGANTOWN RC
 MORGANTOWN, WV

DWG. NO.

1



10 FLOATING BAFFLE DETAIL
 C2-1 N.T.S.

NOTE: IF BAFFLE ENDS ABOVE HIGH WATER LINE A 48" METAL STAKE DRIVEN INTO THE GROUND MAY BE USED FOR ANCHORING.

ZMM
 Z M M, INC.
 ARCHITECTS • ENGINEERS
 222 LEE STREET W
 CHARLESTON, WV 25302
 PHONE (304) 342-0159
 FAX (304) 345-8144

SUPPLEMENTAL DRAWING

- NEW DRAWING or DETAIL 10 on sheet C2-1
- REVISION OF DRAWING or DETAIL _____ on sheet _____
- CLARIFICATION OF DRAWING or DETAIL _____ on sheet _____

ATTACHMENT TO:
 ADDENDUM NO. 4
 CHANGE ORD. NO. _____
 C.C.D. NO. _____

BY:
 JMS

COMM. NO.

MORGANTOWN RC
 MORGANTOWN, WV

DWG. NO.
2



Z M M , INC.
 ARCHITECTS • ENGINEERS
 222 LEE STREET W
 CHARLESTON, WV 25302
 PHONE (304) 342-0159
 FAX (304) 345-8144

COMM. NO.

SUPPLEMENTAL DRAWING

- NEW DRAWING or DETAIL _____ on sheet _____
- REVISION OF DRAWING or DETAIL _____ on sheet _____
- CLARIFICATION OF DRAWING or DETAIL _____ on sheet C1-7

ATTACHMENT TO:

- ADDENDUM NO. 4
- CHANGE ORD. NO. _____
- C.C.D. NO. _____

BY:
 JMS

MORGANTOWN RC
 MORGANTOWN, WV

DWG. NO.

3

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE