



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
 DEFK11038

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. TO ADD THE FOLLOWING PAGES: A. ADVERTISEMENT FOR BIDS B. MAP		
				2. 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. 1		
0001	1	JB		968-20		
				UTILITY EXTENSION PROJECT ELKINS ARMED FORCES CENTER		
				***** THIS IS THE END OF RFQ DEFK11038 ***** 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/noticeConfidentialty.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).

ADVERTISEMENT FOR BIDS

Sealed bids for the **Elkins Armed Forces Reserve Center Utility Extension (DEFK11038)** project will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotation, plans, and specifications. The Request for Quotations can be obtained by contacting the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtain by contacting:

Finance and Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: 304-558-2316

Plans and specifications for this project may be obtained by qualified prime contractors at the printer, Charleston Blueprint, 1203 Virginia Street East, Charleston, West Virginia, 25301; 304-343-1063 (phone), 304-343-1095 (fax), 1-800-220-9625 (toll free).

The following schedule is the cost for acquiring a set of the bidding documents:

Cost for a full-size set of bidding documents.....\$110.00

Please note that this is the actual cost of the documents, and is not a refundable deposit. Contractor is responsible for shipping costs.

Bidding documents may be examined at the following locations during regular business hours:

1. Kanawha Valley Builder's Association, 1627 Bigley Avenue, Charleston, WV 25302, 304-342-7141.
2. Construction Employers Assoc of North Central WV, 2794 White Hall Blvd, White Hall, WV 26554, 304-367-1290 phone, 304-367-0126 fax.
3. Contractor's Association-of West Virginia, 2114 Kanawha Boulevard, East, Charleston, WV 25311, 304-342-1166 phone, 304-342-1074 fax.
4. McGraw-Hill Dodge Reports, Attn: Scan Department, 315 Central Avenue, Hot Springs, AR 71913-6138, 501-321-5406 phone, 501-625-3544 fax, <http://dodge.construction.com/plans/> to view plans.

A pre-bid conference will be held at 1:30 p.m. on 2 June 2011 at the Elkins AFRC construction site located approximately eight miles west of Elkins at Mile Marker 27.5 on US Route 33 East (see map on next page). Attendance of the pre-bid conference is mandatory for all prime bidders. Failure by any prime contractor to attend the pre-bid conference will result in disqualification of the bidder and the rejection of the contractor's bid. One copy of any addendum will be provided to prime bidders that attend the pre-bid conference only.



NORTH

BARBOUR COUNTY

PROPOSED AFRC SITE

PROPOSED UTILITIES EXTENSION

To Belington

WVCR

Grassy

Valley

Harding

Norton (P.O.)

WVCR

Aggregates

WVCR

Grassy

WVCR

Grassy

WVCR

Grassy

WVCR

Grassy

WVCR

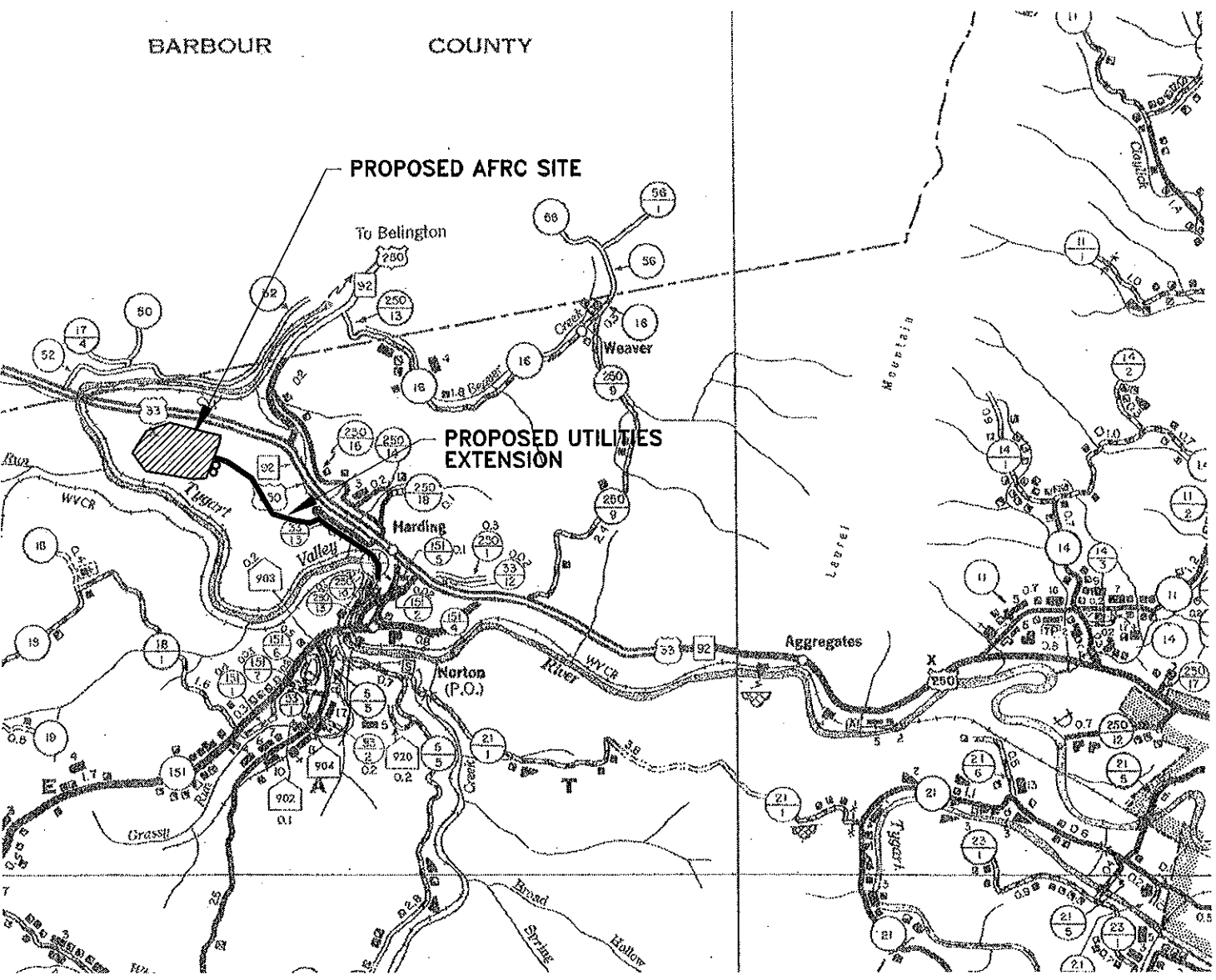
Grassy

WVCR

Grassy

WVCR

Grassy



VICINITY MAP

ELKINS AFRC UTILITY EXTENSION
RANDOLPH COUNTY, WV

DATE: 5-9-11
SCALE: 1" = 1 MILE

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