



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
PTR11054

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: 03/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED REVISED BID FORM #2, TECHNICAL MODIFICATIONS AND CLARIFICATIONS.						
BID OPENING DATE REMAINS 03/31/2011 AT 1:30 PM						
***** END ADDENDUM NO. 4 *****						
0001	1	EA	968-20	CONSTRUCITON:OFFICE AND MAINTENANCE FACILTIY		
***** THIS IS THE END OF RFQ PTR11054 ***** 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](http://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).

BF#2

**GENERAL CONTRACTOR**

**GENERAL WORK** This price to include all work shown and noted in the Contract Documents. The General Contractor shall be responsible for the coordination, scheduling, and normal administrative activities of the project.

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

The Bidder understands that to the extent allowed by applicable Codes, the Owner reserves the right to waive any informality or irregularity in any Bid or Bids and to reject any or all Bids in whole or in part; to reject a Bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the Bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded a Contract, agrees that the work is to be substantially complete 365 days after Notice To Proceed is issued or 15 days after the encumbrance date of the Purchase Order if Notice to Proceed has not been received. The Bidder agrees to achieve Final Completion within 60 consecutive calendar days after the substantial completion. Liquidated damages shall be assessed at a rate of \$200 per day if substantial completion is not obtained within 365 calendar days of the Contractor's proceed date and liquidated damages shall be assessed at \$100 per day if final completion is not achieved within 60 calendar days of substantial completion.

## Little Kanawha Bus Administrative and Maintenance Facility

Addendum No.: 3  
 Issue Date: March 11, 2011  
 Architects Project No.: 118985  
 Bid Opening: 1:30 p.m. March 31, 2011

From: **Michael Baker Jr., Inc.**  
 5088 Washington Street, West  
 Charleston, West Virginia 25313

To: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Contract Documents dated **October 07, 2010** as noted below. Acknowledge receipt of this Addendum by inserting the number and issue date of this addendum in the blank space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of **2 pages** and there are no attached documents:

### CHANGES TO BIDDING REQUIREMENTS:

1. N/A

### CHANGES TO CONDITIONS OF THE CONTRACT (DIVISION 1):

2. N/A

### CHANGES TO SPECIFICATIONS (DIVISIONS 2 THRU 16):

3. Clarification: Add the following paragraph H. to specification section 033000 par 3.7 :

H. Concrete Placement Location: Provide concrete as specified in the table below unless otherwise noted on the drawings.

Location	Design Mix
All reinforced concrete and non-reinforced fillets	4,000 psi Class A
Nonreinforced concrete not designated as Class A, C, or D	3,000 psi Class B
Nonreinforced so designated on plans	2,000 psi Class C
Grout fill or topping as designated on plans	<i>Class D</i>

4. Clarification: Add the following to specification section 230900 par 2.2.A :  
 ASI Controls

**CHANGES TO DRAWINGS:**

5. Clarification: Revise the note on drawing CU-101 reading: "EX. GAS LINES TO BE RELOCATED (N.I.C.)". Revise the note to read: "EX. GAS LINES TO BE RELOCATED". The reference to Key Note number 9 remains.
6. Clarification: To clarify the note on CU-101, it is the bidder's responsibility to include the cost of the water meter and the 2" water line in the bid.

END OF AMMENDMENT