



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
DEFK11022

PAGE
1

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

VENDOR

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	F.O.B.	FREIGHT TERMS
09/28/2011				

BID OPENING DATE: 10/20/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. CLARIFICATIONS ATTACHED.		
				2. PRE-BID SIGN-IN SHEETS ATTACHED.		
				3. 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		910-65		
				MEN'S LOCKER ROOM RENOVATION		
				***** THIS IS THE END OF RFQ DEFK11022 ***** 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).

**DEFK11022
Addendum No. 1**

**Men's Locker Room Renovation
for WVARNG C&FMO at
Coonskin Armory
1703 Coonskin Drive
Charleston, West Virginia 25311**

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.

CLARIFICATIONS/GENERAL COMMENTS:

Bidding Procedures

All Contractors submitting a bid are required to procure a bid packet from the State of West Virginia - Purchasing Division that contains specific instructions for submitting a bid.

Pre-bid Conference

- a. A sign-in list of those attending the Pre-bid Conference is attached.

Comments during Pre-Bid Meeting Minutes

- a. Questions pertaining to this project should be submitted no later than 5 Oct 2011 to WV State Purchasing, Mrs. Tara Lyle. During the vendors bid proposal period Tara Lyle will be primary point of contact for any questions. Questions must be submitted in writing by mail, fax (304-558-4115) or email – Tara.L.Lyle@wv.gov.
- b. To arrange additional site visits please, contact Mr Stephen B. Duffy @ 304-561-6501 or Rocky Hodges @ 304-561-6353 **no later Than 5 October 2011**. This is a site visit only, personnel will not be able to answer any questions.

Mr Stephen B. Duffy will be the owner's representative/project manager once a formal WV State Purchasing Contract has been issued.

- c. Contractor was informed that asbestos may be encountered during the plumbing phase of the contract. Owner must be notified immediately, will be responsible for abatement, disposal cost and any required relating actions ensure state and federal guidelines are followed.
- d. The contractor shall obtain required permits for construction.
- e. Owner is responsible for removal of existing wall lockers prior to construction.
- f. A copy of the certified payroll must accompany applications for payment.
- g. Contract must be complete and invoiced no later than 120 calendar days from the Notice to Proceed.
- h. The bid opening is currently scheduled for 20 October 2011 at 1:30 pm.
- i. It's the contractor responsibility to dispose of and removed debris material off site, there will space available for a construction dumpster.
- j. Bond requirements are enclosed in terms and conditions portions of bid packet.
- k. Hours of work shall be Monday through Friday from 07:30 to 16:00. No weekend or holiday work will be permitted.
- l. Contractors conducted an on-site survey during pre-bid visit and were allowed to take photographs.
- m. Existing Duct work located in the locker room will NOT be painted.
- n. There will be two doorways requiring blocked in with CMU's. Those spaces sharing the rest room common wall with exposed CMU's will have the added section "Toothed-In" and painted to match the surrounding wall color. This will allow for those spaces sharing the same common wall, opposite side as the rest room to an uninterrupted pattern / appearance. The same blocked sections on the rest room side of the wall will follow the instructions in the provided specifications.
- o. Jerry Goff Architecture (Jason Goff) gave an overview of the project, gave instructions on how to obtain drawings and specifications.
- p. Contractors were informed once during the beginning of the Pre-bid conference and again during the project walk through of the importance and requirements necessary for application of the trowel finish wall application.

CHANGES TO SPECIFICATIONS:

-----NA-----

END OF ADDENDUM NO. 1

SIGN IN SHEET

Request for Proposal No. **DEFK11022** PLEASE PRINT

Date: _____

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Danhill Construction Co</u>	<u>PO Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>Dan Hill</u>	<u>Gawley Bridge WVa</u>	TOLL FREE
Email Address: <u>Rdgnhill@hotmail.com</u>	<u>25085</u>	FAX <u>304-632-1501</u>
Company: <u>DANHILL CONSTRUCTION Co</u>	<u>PO Box 685</u>	PHONE <u>1-304-632-1600</u>
Rep: <u>MIKE SIEMIECKO</u>	<u>Gawley Bridge W.VA 25085</u>	TOLL FREE
Email Address: <u>Pollockin WV@hotmail.com</u>		FAX <u>1-304-632-1501</u>
Company: <u>MITCHELL BUILDING SERVICES</u>	<u>206 GREENBERG TRAIL</u>	PHONE <u>304-760-5656</u>
Rep: <u>DAVID MITCHELL</u>	<u>CHARLESTON WV 25313</u>	TOLL FREE
Email Address: <u>dmitchel@mitchebbuilding services.com</u>		FAX <u>304-205-0955</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

SIGN IN SHEET

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Absten & Sons, LLC</u>	<u>3743 Winfield Rd.</u>	PHONE <u>304-757-2864</u>
Rep: <u>Adam Absten</u>	<u>Winfield, WV 25213</u>	TOLL FREE _____
Email Address: <u>eadabsten@aol.com</u>		FAX <u>304-586-3528</u>
Company: <u>MIRC CONSTRUCTION SERVICES, LLC</u>	<u>PO BOX 465</u>	PHONE <u>304 757 0880</u>
Rep: <u>ADAM SAMPLES</u>	<u>SCOTT DEPOT, WV 25560</u>	TOLL FREE _____
Email Address: <u>ASAMPLES@MIRC.CONSTRUCTION.COM</u>		FAX <u>304 757 0881</u>
Company: <u>Oral Const Management</u>	<u>PO Box 401</u>	PHONE <u>304-347-8820</u>
Rep: <u>John Harrison</u>	<u>Charleston W.V. 25322</u>	TOLL FREE _____
Email Address: <u>E.caffey@oralconstructionmanagement.com</u>		FAX <u>304-347-8821</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____

SIGN IN SHEET

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Hager Construction, LLC</u>	<u>5192 Bailey Road</u>	PHONE <u>304-302-7885</u>
Rep: <u>Phillip Wiseman</u>	<u>Huntington, WV 25705</u>	TOLL FREE <u>800.73</u>
Email Address: <u>PhillipWiseman@comcast.net</u>		FAX <u>304-302-7895</u>
Company: <u>Pearl Gate Construction, Inc.</u>	<u>7 Anchors Way</u>	PHONE <u>304-539-8999</u>
Rep: <u>Craig Blown</u>	<u>Winfield, WV 25213</u>	TOLL FREE _____
Email Address: <u>cbrown10@yahoo.com</u>		FAX <u>304-755-4885</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____

EXHIBIT 10

REQUISITION NO.: DEEK.11022

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