

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.html 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).

DJS010353**ADDENDUM NO. 3**

RE: Davis Center Renovations
West Virginia Division Of Juvenile Services
Blackwater Falls Road
Davis, West Virginia 26260
Architect's Project No. 1026

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 - CHANGES TO SPECIFICATIONS

- A. Section 16150 – Lighting Controls:
 - 1. ADD Line 2.1, A.7 to read: Crestron Electronics.
- B. Section 16724 - Intrusion Detection System: Paragraph 2.1, A – Add Bosch Security as a manufacturer.
- C. Section 16760 - Integrated Intercom System: Paragraph 2.1, A – Add Jeron Electronic Systems, Inc. as a manufacturer.
- D. Section 16782 - IP Closed-Circuit TV Systems: Paragraph 2.1, A,2,a. – Add Bosch Security, CISCO, and Altronix, Corp. as manufacturers.
- E. Section 17000 – Electronic Security System – Paragraph 1.03.A – Add the following to the list of approved manufacturers:

AE Security Group
Columbus, Ohio
Phone: (614) 277-4709
Fax: (740) 965-3267
www.aesecuritygroup.com



PART 2 - CHANGES TO DRAWINGS

- A. Drawing No. EE1-2 – Luminaire Schedule: Pending final review of shop drawing submittals, the following are acceptable manufacturers of the indicated Luminaire Types:
1. Type F1 and Exit Signs in Administrative Office Area - Infinity Lighting (with vertical lamping) and Infinity exit signs
 2. Types F2 and F3 - Philips Ledalite
 3. Types F4 and F9 - H E Williams
 4. Type F7 – Day-Brite “Aztec” Series
 5. VR Exits – Philips/Morlite and Emergi-Lite
 6. EB Units – Kenall Mfg. and Emergi-Lite
 7. P1 – Day-Brite/Nite-Brites and Lyte Poles, Inc.

PART 3 - CLARIFICATIONS

- A. Reference “Questions, Substitution Requests, and Responses”.

Attachments: “Questions, Substitution Requests, and Responses” 3 pages

RE: Davis Center Renovation
 WV Division of Juvenile Services
 Davis, West Virginia
 Architect's Project No. 1026

Questions, Substitution Requests and Responses

1. Request for Information: *Could you clarify on prints says all fence by others but we have a spec?*

Response: Fencing spec provided is for the perimeter of the Sally Port.

2. Request for Information: *Is there any fire sprinkler work in this bid?*

Response: Yes.

3. Request for Information: *We were looking at the plans for the Davis Center Project and it says that the fence is "Not In Contract" could you please let me know if you all are bidding on the fence separately and if so when.*

Response: The perimeter fencing will be bid as a separate contract in the first quarter of 2013 by the Division of Juvenile Services.

4. Request for Information: *Am I to quote an analog camera system and an IP system or both? For example, the EH3-1 drawing shows an ip camera in a particular location and then the EH3-2 shows an analog camera in the same exact location, I should submit a price that will cover the cost and installation of both cameras?*

Response: Both. We have cameras that are dedicated for security and cctv cameras for general surveillance.

5. Substitution Request: *Keystone Custom Fabricators (412) 384-9131 has been approved to provide stainless steel products on items 1, 3, 4, 5, 14 & 15 as listed in the Kitchen Equipment Schedule shown on AH7-1.*

6. Request for Information: *The specs are asking for insulated metal roof and wall panels, the specs have a thickness for the wall panels of 2.0 inches. The spec on the roof plan shows a 0.022 inch thickness which is a cover panel metal thickness not the full panel thickness. The drawings just say standing seam metal roof. What panels are we to quote on this project? Standing seam insulated metal roof panels and insulated metal wall panels? We need to know what components you want us to quote and what material is to be used.*

Response: Section 07610 covers the architectural standing seam metal roofing on all the building roofs. Section 07417 covers the insulated metal roof and wall panels on the connector between the fire pump building and the water storage tank as shown on A/AP1-2.

7. Request for Information: *In Section 17000 are there any substitute electronic security system manufacturers that are in the State that ZMM has approved yet? Of the three listed both times in the specs only ComTec responded*

Response: Approved ESS manufacturers are listed on Addendum No. 3 cover sheet.

8. Request for Information: *Section 08331-2.3.A mentions an integral stainless steel frame, hood & fascia. Details 36 & 37/AH8-4 do not appear to show an integral frame. Is an integral frame required?*

Response: Yes, an integral frame is required.

9. Request for Information: *On ZMM's Bid Form they are requesting a separate break out cost for the kitchen equipment. This to me would indicate that the kitchen equipment would have already been included in the base bid. All one would have to do is look at the bid tab sheets from the original bid to notice that almost half the bidders were confused. I know that there should be some sort of explanation indicating that this is not a separate cost but for information only. So that there is not the confusion involved as with the original bid.*

Response: All kitchen equipment is part of the base bid. The Owner wants the cost of the kitchen equipment, as noted on the Bid Form, broken out for information only.

10. Request for Information: *There are no paving details listed on the drawings. Could you please give us these details?*

Response: The Owner will be hiring a contractor to provide and install the new asphalt paving, re-sealing existing asphalt paving and striping. All new concrete site paving will be by the Contractor.

11. Request for Information: *The specs call for the helical require design-plan. In order to provide all the design information requested, additional information would be required. One of the biggest requirements would be a geotechnical engineer evaluation of the site to include soil boring data. A plan can be created without this information, but it would not be according to specs. It would be significantly more vague, the helix configuration, depth, etc cannot be determined without additional information. Please advise?*

Response: According to Section 02460 Helical Piers, 1.7.C Project Site Information, the helical pile installer shall be responsible for obtaining a geotechnical report if additional site information is required.

12. Request for Information: *Can the use of CTS or Polyethylene Pipe be used instead of Ductile Iron Pipe for Domestic Water. Can the use of C900 pipe be used instead of Ductile Iron for Fire Pipe. Section 02510-7 Water Distribution 3.2?*

Response: No.

13. Substitution Request: *Pending final review of shop drawing submittals, the following are acceptable manufacturers of the indicated Luminaire Types:*

- A. Type F1 and Exit Signs in Administrative Office Area: Infinity Lighting (with vertical lamping) and Infinity exit signs
- B. Types F2 and F3: Philips Ledalite
- C. Types F4 and F9: H E Williams
- D. Type F7: Day-Brite "Aztec" Series
- E. VR Exits: Philips/Morlite and Emergi-Lite
- F. EB Units: Kenall Mfg. and Emergi-Lite
- G. P1: Day-Brite/Nite-Brites and Lyte Poles, Inc.

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