



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
GSD126438

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 88 PLAYERS CLUB
 7 PLAYERS CLUB DRIVE
 CHARLESTON, WV
 25311 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/14/2012				

BID OPENING DATE: 02/16/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD126438).		
				BID OPENING DATE REMAINS: 02/16/2012 BID OPENING TIME REMAINS: 1:30 P		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		968-42		
				BLDG#88 FIRE DOORS AND HARDWARE INSTALLATION PROJECT		
				***** THIS IS THE END OF RFQ GSD126438 ***** 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.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).

State of West Virginia
General Services Division

Building 88 Fire Door System Upgrade
Project No. GSD126438

REQUEST FOR QUOTATION #GSD126438
Building 88 Fire Door & Hardware Installations

Addendum #2: Technical Questions and Answers

Question#1: On the job RFQ #GSD126438, the BLDG #88 fire Door and hardware Installation Project I would like the time change from 60 days to 120 days. You can not get the doors; hardware and mill work in for 60 days after approval then you would have 60 days for the work to be completed.

Answer#1: Allowance for completion of project shall be revised to 120 days from issuance of the Notice to Proceed (see also question #6).

Question#2: Are all doors to be metal? The specifications state to replace the doors. The specifications also state that all doors and associated materials must meet NFPA guidelines and be 90 minute rated. There are wood doors that can meet these specifications. I thought it was stated in the prebid meeting that all doors must be metal.

Answer#2: Wood doors, as long as they meet all other specifications, are acceptable (see Questions #4 and #8 as well).

Question#3: A 90 minute rating is usually required for electrical, storage and mechanical type rooms, office and corridor doors are usually rated at a 20-30 minute fire rating. Do all the doors really need to be rated at 90 minutes ?

Answer#3: Yes.

Question#4: The vendors that I have talked to say that it will be extremely difficult to provide a metal 6 panel door that would even come close to matching the office panel doors that will be replaced. The color will be brown, light or dark and the panels will be a stamped inset not a raised border. They suggest using a wooden door with a raised border that can be stained to the color needed. Is this acceptable?

Answer#4: Yes, as long as the wood door meets the required fire rating and all other specifications (See Questions #2 and #8 as well)

Question#5: In the specifications under "Scope of Work". Attachment "A" is referenced in items 1,5,6,7,and 8. There is no document titled Attachment "A" in the specifications I received.

Answer#5: This is a simple mislabeling. Pages 17 & 18 of the RFQ generated by the Purchasing Division are Attachment A.

Question#6: Due to ordering, shipping and installation of materials could the completion days be extended to 120 days?

Answer#6: See Question and Answer #1...the allowance for project completion shall be revised to be 120 days.

State of West Virginia
General Services Division

Building 88 Fire Door System Upgrade
Project No. GSD126438

Question#7: It is stated that doors #13, 14, 15, 16 & 17 are made to look like paneled door. Does this also include the finish look (paint)?

Answer#7: Yes.

Question#8: If the answer to question #7 is yes then, in order for those doors to match the existing finish of the wood doors could we use wood for the door slabs as long as it has a 90 minute fire rating?

Answer#8: Yes, as long as the wood door rating meets ALL specifications.

Question#9: Page 13 mentions a one pay completion? This has been change to 60 days and should be a 30 day pay. One pay puts everyone in a bad financial condition.

Answer#9: Given that the project completion has been extended to 120 days (see Answers #1 and #6), the Agency will allow for monthly progress billings during the project. 10% retainage must be deducted from each monthly billing until the final billing. No monthly billing shall be submitted if the total materials and labor for the prior month is below \$500.00 in value.