



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  
**GSD126443**

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  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/17/2012				

BID OPENING DATE: **05/10/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				TO ADD A COPY OF THE TECHNICAL QUESTIONS INADVERTANTLY OMMITTED FROM ADDENDUM NO. 3.		
				BID OPENING DATE REMAINS: 05/10/2012		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 4 *****		
0001	1	LS		968-32		
				DEMOLITION OF 400 BLOCK OF ADAMS ST; FAIRMONT, WV		
				***** THIS IS THE END OF RFQ GSD126443 *****		
				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](http://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.

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### 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).

**RFQ#GSD126443, Fairmont 400 Block Demolition Project**

**Addendum #3**

**Technical Questions & Answers, Part II**

**Clarification:** Page 024100-2 Delete Paragraphs 1.7.A.2 and 1.7.A.3, and replace with:

1.7.A.2

Before building demolition, the following artifacts shall be salvaged from the Fairmont Theater Building prior to its demolition and shall be temporarily stored in either the lobby area of the building or the adjoining Concept One Auto Repair building until they can be removed from the project site by the Owner or Owner approved organizations.

- 1) Exterior Structural Glass 'Vitrolite'
- 2) Poster display frames
- 3) Exit signs
- 4) Theater Marquee
- 5) Interior theater doors
- 6) Examples of Interior lighting
- 7) Ledgers, photos, certificates of historical value.
- 8) Other objects selected by Owner or approved organizations.

In the event of unanticipated discoveries during construction, suspend activities in the area of discovery and contact the Owner to determine disposition of found material.

Removal of glass 'vitrolite' panels shall be done in a manner that does not damage currently intact panels.

**Questions and Answers**

**Question #1:** At the pre-bid meeting, it was specifically stated that "no allowances were to be included in the base bid" and that "unit prices have been provided for any unforeseen work." However, Drawing Sheet C-3 refers to Unit Price Items that are to be included as part of the base bid and priced and unit prices. Specifically, 1,000 tons for unforeseen hazardous materials, 5,000 cy of undocumented unsuitable fill, and 1,000 LF of undocumented utilities (Drawing Sheet C-3 Notes A, B, and C respectively). The revised Bid Form (issued with Addendum #2) lists unit prices for this work – further breaking the hazardous materials into "solid waste" and "hazardous wastes". So the question is, is the bidder to include the above quantities in their base bid AND provide unit prices? If this is the case, theoretically we would include above quantities in our lump sum base bid and then provide a deductive / additive change order(s) for the under / over amounts? Or is all of this work to be handled per the unit price only, with the anticipation that the above approximate quantities will be encountered – but no actual dollars are to be included in our lump sum base bid amount?

**Answer #1:** The Contractor's Base Bid is to include the removal of "undocumented" unsuitable fill, construction debris, coal chutes, cisterns, etc of various construction materials and types, in

the amount of 5,000 cubic yards. The Contractor's Unit Price (#1) will be used solely for any subsequent change order if and when the amount of unsuitable fill requiring removal exceeds the 5,000 cubic yards covered in the Base Bid.

The Contractor's Base Bid is to include the removal of "undocumented" utilities below soil sub-grade in cut or fill areas, in the amount of 1,000 linear feet. The Contractor's Unit Price (#2) will be used solely for any subsequent change order if and when the amount of undocumented utilities below soil sub-grade in cut or fill areas requiring removal exceeds the 1,000 linear feet covered in the Base Bid.

The Contractor's Base Bid is to include the removal, disposal and backfill of **found** subsurface **undocumented** environmental hazardous materials in the amount of 1000 tons, 800 tons of which is to cover solid waste and 200 tons of which is to cover hazardous waste (including asbestos, or any materials requiring special disposal). The Contractor's Unit Price (3a & 3b) will be used solely for any subsequent change order if and when the found subsurface undocumented environmental hazardous materials exceeds the 800 tons covered by the base bid for solid waste, or exceeds the 200 tons of hazardous waste (see Question and Answer #2, regarding asbestos containing materials). "Subsurface" is meant to mean any **undocumented** material that is found to be below another material and is not readily visible.

**Question #2:** Is there a place for undocumented unit prices for asbestos containing materials? This is referred to in the answer #23 previously.

**Answer #2:** Provide two unit prices, one price per ton is for solid waste and a second unit price is for hazardous waste materials.

**Question #3:** An asbestos inspection is required to include sample locations or reference drawings and percentage of asbestos each material contains. Can this information be provided, at least for parcel 191? It would help in deciding how many and where isolation containments are needed.

**Answer #3:** See attached pdf document. (GSD126443 Asbestos Maps and Results)

**Question #4:** Is the roof on the cinema building structurally sound and can it be walked on? Do you know the composition of the roof? Is there access to the roof other than a man lift?

**Answer #4:** We have not evaluated the building or roof's structural soundness or composition. A roof hatch and ladder exists next to the Projection Room. The composition of the roof is indicated on attached document (GSD126443 Asbestos Maps and Results). It was evaluated by walking upon it when the environmental survey was done. Contractor is responsible for own evaluation, method of access to roof, and safety.