



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
PTR12010

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 02/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
2) REPLACE BID FORM #1 WITH THE ATTACHED REVISED BID FORM #1						
***** END ADDENDUM NO. 2 *****						

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).

Little Kanawha Bus Administrative and Maintenance Facility
 PTR12010
 Addendum No.: 2
 Issue Date: January 17, 2012

**Little Kanawha Bus Administrative and Maintenance Facility
 PTR12010**

Addendum No.: 2
 Issue Date: January 17, 2012
 Architects Project No.: 118985
 Bid Opening: 1:30 p.m. February 9, 2012
 From: **Michael Baker Jr., Inc.**
 5088 Washington Street, West
 Charleston, West Virginia 25313
 To: Prospective Bidders

CLARIFICATIONS	
<p>The DBE goal is 6%. If the Scope of Work changes and the Contract amount increases does the DBE goal have to increase with the Contract?</p>	<p>Yes. The goal is a percentage based on the total dollar amount of the contract. Therefore, the dollar amount of DBE participation should increase along with the overall contract increase. If the overall contract goal cannot be met, documentation must be submitted to show actions taken by the prime toward meeting the 6% goal.</p>
<p>If a DBE is hired as a Sub-Contractor. Example: If the Concrete DBE Sub-Contractors supplies all tools, materials and labor for the placement of steel reinforcement and concrete for the sum of: \$ 250,000.00. Will this number in whole be acceptable as a percentage of the DBE goal?</p>	<p>Yes – as long as the DBE sub-contractor supplies everything as stated above. Tools, materials and labor obtained from the prime contractor or an affiliate may not be counted towards the goal.</p>
<p>The DBE Listings indicate under Type of Work the DBE Contractors or Consultants can provide. The column beside Type of Work identifies the NAICS Codes. To ensure that we meet the requirements could you include in the addendum the classification of the NAICS Codes? Or a website to view them?</p>	<p>While bidders may view NAICS information at: http://www.census.gov/eos/www/naics/, they should be aware that approval of DBE participation plans will be based on the types of work for which the individual DBE form is certified. Please also be aware that DBE firms may not be certified to perform every type of work within a specific NAICS code.</p>

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Does the pre-qualification and financial reports have to be submitted with the RFQ on Feb. 9, 2012 at 1:30 PM?	If by pre-qualification and financial reports the AIA A305 is referenced, that will be due at time of award from the successful bidder.
If the Pre-Qualifications and Financial reports are not submitted with the GC proposal, will the GC be disqualified?	If by pre-qualification and financial reports the AIA A305 is referenced, that will be due at time of award from the successful vendor. If the successful vendor fails to submit this form in the specified time frame, then the bid will be thrown out.
Are we required to include in our proposal a two year warranty for the landscaping?	Yes, please.
Plans call for the existing gas line (Cabot Oil and Gas) to be relocated and the Contractor to pay all associated cost. Is this correct?	YES, contractor to cover these costs; See sheet CU-101 note 9.
Where would the Progress Meetings take place?	<i>Contractor shall provide an office space for project meetings, refer to Specification Section 015000.</i>
Is there any concern with the soil conditions near the water well and around the foundation of the existing building?	<i>If unsuitable soils conditions arise, it would be handled as unforeseen conditions with Unit Prices, as conditions are discovered. Refer to information in the Geotechnical Report and Section 012200 Unit Prices.</i>
If over- excavation is needed due to bad soils, how would the cost be handled?	<i>Refer to Section 012200 Unit Prices.</i>
Should the GC include in their proposal to excavate and fill 5 foot beyond the old building footprint?	<i>Refer to information in the Geotechnical Report, Drawings and Specifications for requirements.</i>
Is the excavation on this project classified or unclassified?	<i>Refer to Section 312300 Excavation, Backfill and Embankment.</i>
Is the existing material suitable for fill material?	<i>Refer to information in the Geotechnical</i>

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	Report and Specification Section 312300 Excavation, Backfill and Embankment.
Who would be responsible for paying for the excavated material to be hauled away & fill material in the basement of the building and the embankments if the on-site material is not suitable?	The Contractor would be responsible for this material, refer to Specification Sections 024116 & 311000.
Is there enough topsoil on site? Will the GC need to haul topsoil to the project site to cover the seeding areas?	Contractor is responsible for doing take-off for all materials required. If additional topsoil materials are necessary to meet the specified topsoil amounts, Contractor will be required to provide additional. Refer to Specification Section 329200 for types of topsoil.
Would it be possible to get a copy of Allegheny Power's Book "Customers Requirements for Electric Service"?	Sheet CU-101, Notes 4,5,6 & 7; a copy of Allegheny Power's Book "Customers Requirements for Electric Service" can be accessed at the following website: http://www.alleghenypower.com/CSC/Services/CustReq.asp
Is the Loop Detector System still a part of the Scope of Work?	Loop Detector Systems are not a part of this project. Ignore any reference to Loop Detector Systems on plans or in specifications.
CHANGES TO SPECIFICATIONS (DIVISIONS 2 THRU 16)	
Who is responsible for Progress Meeting Notes and distributing them?	Revise Specification Section 013100 paragraph 1.8.A to read: A. General: The General Contractor shall schedule and conduct meetings at Project site and distribute meeting notes for the meetings unless otherwise indicated.
Add Manufacturers to Specification Section 081113 paragraph 2.1.A:	4.. Curries 5. Steel Craft
Add Manufacturer to Specification Section 230900 paragraph 2.2.A:	ASI Controls Inc.

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Add Manufacturer to Specification Section 283100 Part 2 paragraph 2.1:	Alternate: Edwards Systems Technology
	<p>Revise specification section 329001 paragraph 1.7.A to read:</p> <p>A. Warranty trees and shrubs, for a period of 2 years after date of substantial completion, against defects including death and unsatisfactory growth, but excepting defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond landscape installer's control.</p>
CHANGES TO DRAWINGS	
Drawing CU-101 shows the generator to be 50KW and the one line shows 20KW. What is the KW of the generator?	Sheet CU-101; Revise note to generator from 50 KW to read 20 KW Stand-By Generator.
Light fixture OE is marked out on the fixture schedule? Is this fixture in the scope of work?	No, OE is not a part of this project and should be marked out. Delete de-tail 4 / sheet C-505. On sheet CU-101 delete reference to light fixtures OE. On sheet E-301- Lighting Schedule – delete entire row where OE is referenced.
Plans indicate an embankment on the southern corner of the building. Existing gas meters and regulators are staged in this area. Cabot Oil & Gas will need to raise their meters & regulators due to the 9 foot fill in this area. Will this price need to be included in the gas line relocation?	YES, Contractor to cover these costs; add Key Note 10 sheet CU-101: Cabot Oil and Gas will raise existing gas meter and regulator as required to account fill in this area. The meter and regular is located on the south west corner of the building. All fees to be paid by the contractor. Contractor to coordinate all work in this area with Cabot Oil and Gas and provide stakeout information as required. Contractor should also refer to General Note 1 on sheet CY-101.
Does the water well have to be capped by a Certified Personal?	YES; add note #13 as follows to sheet CD-101: 13. Cap and Abandon existing water well in the north-west corner of the burned down house according to West Virginia Well Design Standards. The standard can be found at:

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	http://apps.sos.wv.gov/adlaw/csr/rule.aspx?rule=64-46
	<p>Revise General Note 1, 2 and 3 sheet P-403 as follows:</p> <ol style="list-style-type: none">1. Contractor shall supply all tanks, covers, trench drains, piping, conduits, wire and other components not furnished by the Bus Wash Water Reclaim Equipment Manufacturer as required to provide a complete and functioning system. Coordinate with supplier for exact requirements.2. Not used3. All electrical and plumbing components connecting to the Reclaim System shall be installed by the contractor.

Bid Form #1

Proposal of _____ hereinafter called Bidder, organized and existing under the laws of the State of _____ doing business as _____ *, to the West Virginia Division of Public Transit, hereinafter called OWNER.

In compliance with the Advertisement for bids, Bidder hereby proposes to perform all work for the new construction of an administrative Office and bus storage facility in Grantsville, Calhoun County, West Virginia in strict accordance with the Contract Documents, within the time and at the prices stated herein.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party hereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Notice to proceed and to obtain substantial completion and final completion for the project as called for in these Contract Documents.

NOTE: Bids include all applicable taxes, permits and fees.

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BASE BID: _____

(Amount to be shown in both words and numbers) \$ _____

UNIT PRICES:

Unit Price 1: Removal of unsatisfactory soil and replacement with satisfactory soil material

\$ _____ per cubic yard

Unit Price 2: Rock excavation and replacement with satisfactory soil material.

\$ _____ per cubic yard