

VENDOR

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION

1707 COONSKIN DRIVE CHARLESTON, WV 25311-1099 341-6368

DATE PRIN	TED	TEP	MS OF SA	LE	SHIP	VIA	F.O.I	B	FREIGHTTERMS
05/05/									
BID OPENING DATE		05/15/	2008			BID	OPENING T	IME O	1:30PM
LINE	QUA	NTITY	UOP	CAT. NO	ITEM NU		UNIT F		AMOUNT
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SIGNATURE						TELEPHONE		DATE	
TITLE		FEII	N				ADDRE	SS CHANGES	TO BE NOTED ABOVE

# 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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **INSTRUCTIONS TO BIDDERS**

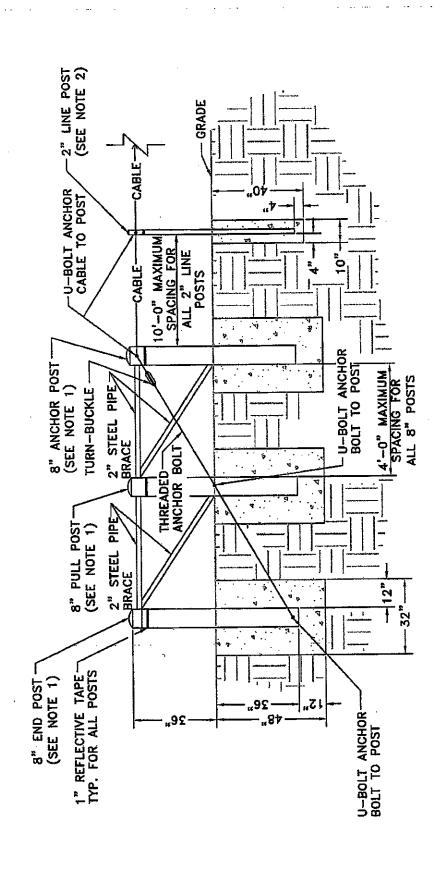
- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: 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.

## SIGNED BID TO:

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

### DEFK8220 - ADDENDUM #01

- 1. DELETE: First Line Paragraph B, Page 10
- 2. DELETE: First Line Paragraph D, Page 10
- 3. DELETE Page 13 & 14, General Notes
- 4. DELETE: Page 16, Brace Panel W/ Deadmen Detail
- 5. DELETE: Page Page 17, Pipe Guard Detail,
- 6. DELETE: Page 20, Deadman Detail
- 7. DELETE: Page 21, Deadman Anchor
- 8. DELETE: Page 24, End Panel Elevation
- 9. DELETE: Page 25, Corner Plan
- 10. DELETE: Page 26, End Panel Plan
- 11. ADD: A-1, End of Run Detail, Elevation View
- 12. ADD: A-2, End of Run Detail, Plan View
- 13. ADD A-3, Corner Detail, Plan View
- 14. CHANGE: Page 15, Segment 1 & 2 are continuous
- 15. CHANGE: Page 15, Corners will be installed between Segments 1&2, 5&8, 10&11, 17&18, And 19&20.



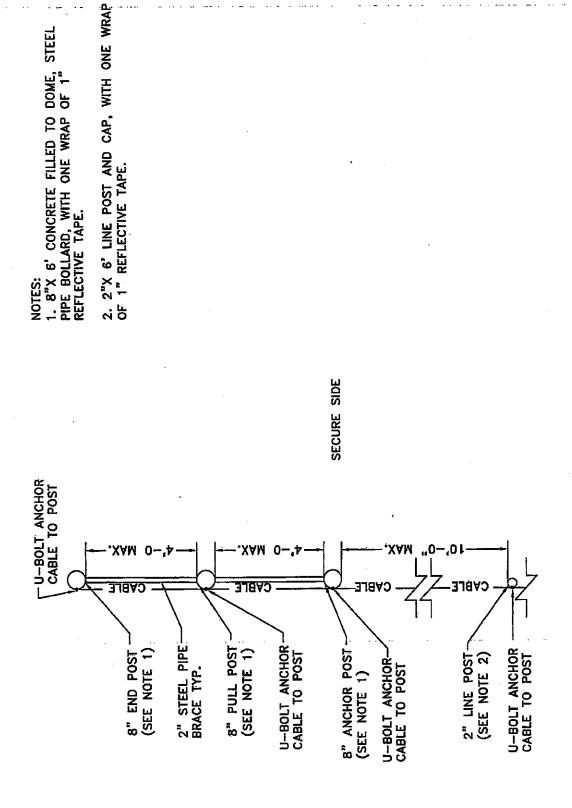
1. 8"X 6' CONCRETE FILLED TO DOME; STEEL PIPE BOLLARD, WITH ONE WRAP OF 1" REFLECTIVE TAPE.

2. 2"X 6' LINE POST AND CAP, WITH ONE WRAP OF 1" REFLECTIVE TAPE.

END OF RUN DETAIL

ELEVATION VIEW

A

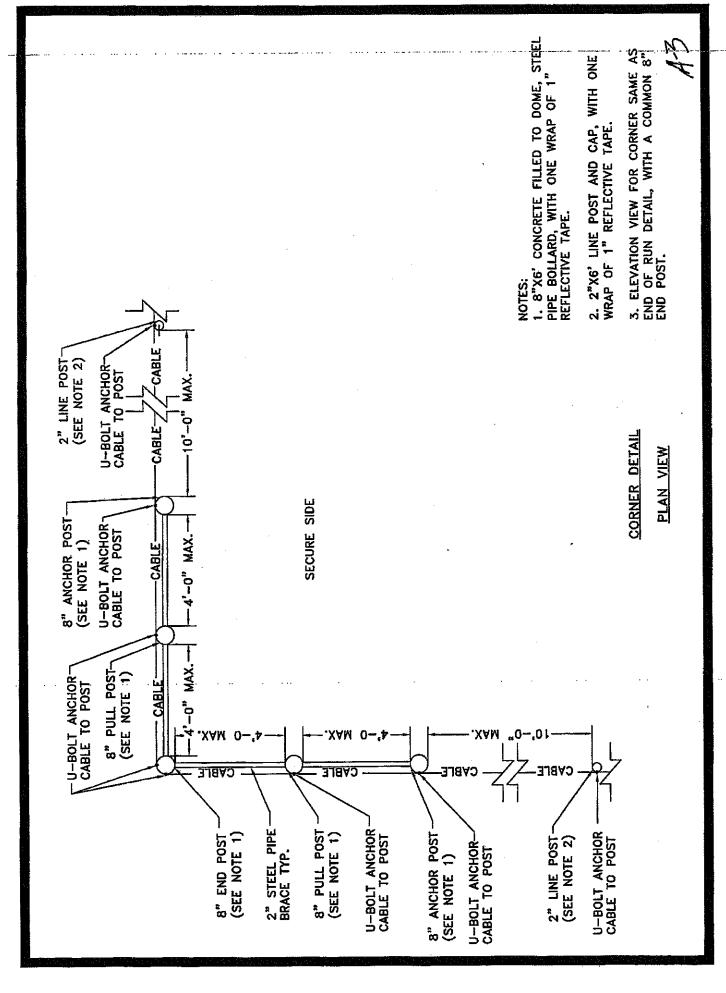


END OF RUN DETAIL

PLAN VIEW

7-11





			AGEŃCY(A) RFQ/RFP#(B)
(A) (C) (D) (E) (F) (G) (H) (J) (K)	WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1) Your Company Name City, Location of your Company State, Location of your Company Surety Corporate Name City, Location of Surety State, Location of Surety State, Location of Surety State of Surety Incorporation City of Surety Incorporation Minimum amount of acceptable bid bond is 5% of total bid. You may state	as Principal, and(F)  (H), a corporation of the State of(I), with	PRESENTS, That we, the undersigned,  (D) (E)  of (G)  organized and existing under the laws its principal office in the City of held and firmly bound unto The State sum of (K) ent of which, well and truly to be made, our heirs, administrators, executors, gation is such that whereas the Principal of the Department of Administration
(L) (M) (N) (O) (P) (Q) (R)	"5% of bid" or a specific amount on this line in words.  Amount of bond in figures Brief Description of scope of work Day of the month Month Year Name of Corporation Raised Corporate Seal of Principal	contract in accordance with the bid or pro- any other bonds and insurance required by	and the Principal shall enter into a posal attached hereto and shall furnish the bid or proposal, and shall in all
(X) (S) (T) (U) (V) (W)	Signature of President or Vice President Title of person signing Raised Corporate Seal of Surety Corporate Name of Surety Signature of Attorney in Fact of the	obligations of said Surety and its bond sha	erwise this obligation shall remain in full d and agreed that the liability of the hall, in no event, exceed the penal ereby stipulates and agrees that the hall be in no way impaired or affected by
NOTE:	Surety Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.	hands and seals, and such of them as are c seals to be affixed hereto and these presen	ch extension.  cipal and Surety have hereunto set their orporations have caused their corporate ts to be signed by their proper officers,
		(R)	(Q) (Name of Principal)  By (S) (Must be President or Vice President) (T) Title
		(U) Surety Corporate Seal	(V) (Name of Surety)  (W) Attorney-in-Fact

Attorney must be attached.

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of

REV. 8/2007

			Agency
			REQ.P.O#
	BID	BOND	
KNOW ALL MEN BY	THESE PRESENTS That we the	Indereigned	
of		ae Principal	and
of	a	corporation organized and e	kisting under the laws of the State of
with its princ	cipal office in the City of	as Surety as	re held and firmly bound unto the State
of West Virginia, as Obligee, in	the penal sum of	/\$	) for the payment of which
well and truly to be made, we jo	ointly and severally bind ourselves,	our heirs, administrators, exe	cutors, successors and assigns.
The Condition of the a	above obligation is such that wherea	s the Principal has submitted	to the Purchasing Section of the
Department of Administration a	certain bid or proposal, attached h	ereto and made a part hereof	, to enter into a contract in writing for
-			
NOW THEREFORE,			
agreement created by the acce force and effect. It is expressly exceed the penal amount of this The Surety, for the val	ptance of said insurance required by ptance of said bid, then this obligation understood and agreed that the lial sobligation as herein stated.	on shall be null and void, other of the Surety for any and shall be shal	erwise this obligation shall remain in full all claims hereunder shall, in no event,
way impaired or affected by any waive notice of any such extens	extension of the time within which	the Obligee may accept such	bid, and said Surety does hereby
IN WITNESS WHERE	OF, Principal and Surety have here	unto set their hands and seals	s, and such of them as are corporations
have caused their corporate sea	als to be affixed hereunto and these	presents to be signed by the	ir proper officers, this
day of	, 20	, assessment and anguined by the	i propor omocia, una
Principal Corporate Seal			
, , , , , , , , , , , , , , , , , , , ,			(Name of Principal)
		D <sub>V</sub>	
		Ву	(Must be President or Vice President)
		100	(Title)
Surety Corporate Seal			···-/
y ==- p=1-mid oour			(Name of Surety)

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

Attorney-in-Fact

## KNOW ALL MEN BY THESE PRESENTS:

That(Name_address	ss or legal title of	the Control of the Co	
(13.173) 33.33.33			
as Principal, hereinafter called Contractor, and			
		a corporation organized and	existing under
the laws of the State of, with	n its principal o	office in the City of	
as Surety, hereinafter called Surety, are held firmly b	ound unto		
		(Name, address or legal title of Owner	)
as Obligee, hereinafter called Owner, for the use and			
for the payment whereof Principal and Surety bind th	emselves, the	eir heirs, executors, administrators, su	ccessors and
assigns, jointly and severally, firmly by these present	ts.		
WHEREAS, Contractor has by written agreement da	ated		
		entered into a contract	with Owner for
in accordance with drawings and specifications prepa	ared by		
which contract is by reference made a part hereof, ar	nd is hereinaft	er referred to as the CONTRACT	
NOW, THEREFORE, THE CONDITION OF THIS OBLIC contract, and shall pay off, satisfy and discharge all claims material or doing work pursuant to the CONTRACT and sh and above the contract price thereof, between the owner a and discharge and secure the release of any and all mechasubcontractor, laborer or materialmen, then this obligation	of subcontractor nall save Owner and the Contract anics liens whice	ors, labors, materialmen and all persons fu and its property harmless form any and a for, for all of such labor and material, and s th may be placed upon said property by ar	ırnishing II liability over shall fully pay ofi ıv such
Signed and sealed this *	_ day of _		, , , , , , , , , , , , , , , , , , , ,
Principal Raised Corporate Seal	<u></u>		(Seal)
	<del></del>	(Contractor Name)	
Surety Raised Corporate Seal	Ву	(Must be President or Vice President)	(Seal)
		(Must be President of Vice President)	
•		(Title)	
	-t	(Surety)	
	Ву		(Seal)
NOTE: Raised Corporate Seals are mandatory. Please attach Power of Attorney	NOTE:	Applicable Section of attached acknown ment must be completed and returne the bond.	

<sup>\*</sup> Power of Attorney must be certified on this date or later.

# **ACKNOWLEDGEMENTS**

# Acknowledgement by Principal if individual or Partnership

1.	STATE OF			
2.	County of			to-wit:
3.	l,		, a N	otary Public in and for the
4	county and state aforesaid, do hereby on whose name is signed to the foregoing	certify that		
5.	Given under my hand this			20
6.	Notary Seal	7.	(Notary Public)	
_	My commission expires on the			20
	knowledgement by Principal if Co	-		
	STATE OF			
10.	County of			to-wit:
11.	l,		, a i	Notary Public in and for the
12.	county and state aforesaid, do hereby	certify that		
13.	who as,		signe	ed the foregoing writing for
				a corporation.
	has this day, in my said county, before			
15.	Given under my hand this	day of		20
16.	. Notary Seal	17		
			(Notary Public)	
18.	My commission expires on the	day of		20
Ack	nowledgement by Surety			
19.	. STATE OF			
20.	. County of			to-wit:
21.	. l,		,a N	Notary Public in and for the
	. county and state aforesaid, do hereby			• •
	. who as,		•	
24	. has this day, in my said county, before	me, acknowledged the	e said writing to be the act and deed o	f the said corporation.
25	. Given under my hand this	day of		20
	. Notary Seal			
	· ····································		(Notary Public)	
28	. My commission expires on the	day of	- Vision - Marie - Application	20
Sı	ifficiency in Form and Manner			
Of	Execution Approved		Attorney General	
Th	is day of 20	В	y (Assistant Attorney Ge	noral)
			(Assistant Attorney Ge	iiciai)

## KNOW ALL MEN BY THESE PRESENTS:

That				
	(Name, address	*		
as Princ	cipal, hereinafter called Contractor, and			
			a corporation organized and	d existing under
the laws	s of the State of, with i	its principal (	office in the City of	
as our	ety, hereinafter called Surety, are held firmly bo		(Name, address or legal title of Own	er)
as Obliç	gee, hereinafter called Owner, in the amount of	f		
Dollars	(\$), for the payment where	of Contract	or and Surety bind themselves, their	heirs, executors
adminis	strators, successors, and assigns, jointly and se	everally, firm	ly by these presents.	
WHER	EAS, Contractor has by written agreement date	ed		
	entered into a	contract wit	n Owner for	
in acco	rdance with drawings and specifications prepar			
which c	ontract is by reference made a part hereof, and			
Perform The S When Owner's 1. 2. the defa No rig	, THEREFORE, THE CONDITION OF THIS OBLIGATION CONTRACT, then this obligation shall be null a surety hereby waives notice of any alteration or extensive the contractor shall be, and declared by Owner to obligations thereunder, the Surety may promptly recomplete the CONTRACT in accordance with its to Shall save the Owner harmless from any claims, jurely or to complete the CONTRACT in accordance with the office action shall accrue on this bond to or for the usuccessors of Owner.	and void, othension of time be in default medy the defarms and condoments, or lith its terms a	rwise it shall remain in full force and effemade by the Owner. under the CONTRACT, the Owner havingult, or shall promptly: ditions, and lens arising from the Surety's failure to elend conditions in a timely manner.	ct. g performed ither remedy
Signed a	and sealed this *	day of _		
	Raised Corporate Seal		(Contractor Name)	(Seal)
		_	· ·	
Surety R	Raised Corporate Seal	Ву	(Must be President or Vice President)	(Seal)
			(Title)	<del></del> .
			(Surety)	
		D.	•	( <b>0</b> 1)
		ву		(Seal)
NOTE:	Raised Corporate Seals are mandatory. Please attach Power of Attorney	NOTE:	Applicable Section of attached ack	

the bond.

<sup>\*</sup> Power of Attorney must be certified on this date or later.

# Acknowledgement by Principal if individual or Partnership

1.	STATE OF		
2.	County of		to-wit:
3.	l,		, a Notary Public in and for the
4.	county and state aforesaid, do hereby ce whose name is signed to the foregoing w	rtify that	
5.	Given under my hand this		20
6.	Notary Seal	7.	(Notary Public)
8.	My commission expires on the		
	knowledgement by Principal if Corp		
	STATE OF		
			to-wit:
			, a Notary Public in and for the
	county and state aforesaid, do hereby co		
13.	who as,		signed the foregoing writing for
			e the act and deed of the said corporation.
	has this day, in my said county, before r	ne, acknowledged the said writing to b	e the act and deed of the said corporation.
15.	Given under my hand this	day of	20
16.	Notary Seal	17.	(Notary Public)
1Ω	My commission evoires on the	day of	20
	nowledgement by Surety	uay vi	
	STATE OF		
	County of	<u> </u>	to-wit:
			, a Notary Public in and for the
	•		
			signed the foregoing writing for
24.	has this day, in my said county, before m	ne, acknowledged the said writing to be	a corporation, ethe act and deed of the said corporation.
25.	Given under my hand this	day of	20
	Notary Seal		
- •	•	The second secon	(Notary Public)
28.	My commission expires on the	day of	20
	fficiency in Form and Manner Execution Approved	Attorney Ge	eneral
Thi	s day of 20	By	ssistant Attorney General)
		(As	SSISTAIL AUDITIEV GERETÄLL

## **ACKNOWLEDGEMENT PREPARATION INSTRUCTIONS**

- 1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) through (8).
- 2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
- 3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
- 4. Notaries must:

## ACKNOWLEDGEMENT BY PRINCIPAL IF INDIVIDUAL OR PARTNERSHIP\_\_\_\_

- 1. Enter name of State.
- 2. Enter name of County.
- 3. Enter name of Notary Public witnessing transactions.
- 4. Enter name of principal covered by bond if individual or partnership. Notary enters date bond was witnessed.
- 5. Must be the same as or later than signature date.
- 6. Affix Notary Seal.
- 7. Notary affixes his/her signature.
- 8. Notary enters commission date.

#### ACKNOWLEDGEMENT BY PRINCIPAL IF CORPORATION\_\_\_\_

- 9. Enter name of State.
- 10. Enter name of County.
- 11. Enter name of Notary Public witnessing transactions.
- 12. Enter name of Corporate Officer signing bond. (Must be President or Vice President.)
- 13. Enter Title of Corporate Officer signing bond.
- 14. Enter name of Company or Corporation.
- 15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
- 16. Affix Notary Seal.
- 17. Notary affixes his/her signature.
- 18. Notary enters commission date.

#### ACKNOWLEDGEMENT BY SURETY

- 19. Enter name of State.
- 20. Enter name of County.
- 21. Enter name of Notary Public witnessing transactions.
- 22. Enter name of person having power of attorney to bind Surety Company.
- 23. Enter Title of person binding Surety Company.
- 24. Enter name of Insurance Company (Surety).
- 25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
- 26. Affix Notary Seal.
- 27. Notary affixes his/her signature.
- 28. Notary enters commission date.

#### POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed (if attorney is a non-resident, bond must be countersigned by West Virginia resident agent).
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. Raised seal must be affixed.

D SIGN IN SHEET	PHONE NUMBER
<b>DEFK 8220 PRE-BID SIGN IN SHEET</b>	COMPANY POC
	<b>COMPANY NAME</b>

EMAIL

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1874 646 1749	PH. 304-744-4607 FAX 304-744-4607	F-740 826-227	304.815-9252	304-561-6539	Andreas de La Caracter de La Caracte						· · · · · · · · · · · · · · · · · · ·		rickeman ekonomiakat kaladakin era maladakikkin akkaladakin era maladakin ekonomiaka	
9.11.20	JOE WERER OF DAVIS	Mike Babcock	hamy Merrill	Harold Bufley			The state of the s							ATTENDED TO THE PROPERTY OF TH
(2) on (3) on (3)	UPON CONSTANCTION CO. M.C.	Babcock Fence Company	T. K SMITH Exact	Whalle					The second secon	The state of the s				The state of the s