



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
GSD096405

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/20/2008				

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE THE MANDATORY PRE-BID ATTENDEE LIST		
				2.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED DURING THE MANDATORY PRE-BID MEETING AND THOSE RECEIVED PRIOR TO THE 08/14/2008 DEADLINE FOR TECHNICAL QUESTIONS.		
				3.) ADD ADDITIONAL PHOTOGRAPH LABELED WALL 033		
				BID OPENING DATE IS EXTENDED TO: 09/03/2008		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	LS		968-42		
				RENOVATIONS TO KANAWHA RIVER LEVEE AREA, BLDG#1		

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. 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 fee.
5. 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.
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 Virginia 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: GSD096405 Date: 08/12/2008 @ 10:00 am

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	West Virginia State Purchasing Division
Firm Address:	2019 Washington Street East Charleston, WV 25305
Representative Attending:	Krista S. Ferrell, Senior Buyer
Phone Number:	304-558-2596
Fax Number:	304-558-4115
Email Address:	krista.s.ferrell@wv.gov

Firm Name:	OVAL CONSTRUCTION MGMT. LLC
Firm Address:	P.O. Box 401 CHARLESTON WV 25322
Representative Attending:	JAMES CARNES JR.
Phone Number:	347-8820
Fax Number:	347-8821
Email Address:	J.CARNES@OVALCONSTRUCTION.COM

Firm Name:	Graciano Corporation
Firm Address:	209 Sigma Drive Pittsburg PA 15238
Representative Attending:	Nathan Stonebreaker
Phone Number:	412-292-7887
Fax Number:	
Email Address:	

Firm Name:	GSD
Firm Address:	
Representative Attending:	Brian Gillespie
Phone Number:	304-558-6389
Fax Number:	
Email Address:	Brian.M.Gillespie@wv.gov

Firm Name:	Wiseman Const Co., Inc.
Firm Address:	1616 6th Ave Charleston, WV 25312
Representative Attending:	Andy Wiseman
Phone Number:	304-344-1200
Fax Number:	304-344-1281
Email Address:	awiseman@wisemanconst.com

Firm Name:	GSD
Firm Address:	506. SEPT.
Representative Attending:	DOUGLAS JARRELL
Phone Number:	558-3514
Fax Number:	558-1928
Email Address:	DOUGLAS.JARRELL@WV.GOV

**Technical Questions for RFQ#GSD096405
Limestone Cleaning, Repairs and Construction of Trellis, Kanawha Boulevard
Levee**

The following questions were asked during the 8/14/08 mandatory pre-bid meeting. No technical questions were submitted in writing.

Question#1: Is the paint on the South Side of the Levee Wall to be entirely removed?
Answer#1: All paint and existing coatings are to be removed from the limestone, down to the original finish.

Question#2: Is a sealant or similar coating to be applied to the original limestone finish?
Answer#2: No.

Question#3: What is GreenScreen?
Answer#3: Refer to the website Greenscreen.com, to the "Free-Standing Trellis Fence" products. The preferred color is white.

Question#4: Has the Agency ever used GreenScreen products before? Are they aware of any suppliers?
Answer#4: The Agency has never used the product before. The manufacturer's website may provide that information.

Question#5: Are broken limestone areas to be repaired or replaced?
Answer#5: Broken limestone is to be replaced. Successful contractor can salvage broken pieces of limestone from any area and use it to replace in other areas, if possible.

Question#6: Are the joints between the blocks on walls to be repointed or recaulked?
Answer#6: All joints on walls are to be repointed, with the exception of the joint shown in the photograph added by Addendum #1 ("Levee Wall 033" – the stress fracture running from the upper right to the lower left is to be caulked). Steps and floor joints are to be recaulked. Joints where wall meets floor or step are to be recaulked.

Question#7: Are mortar joints to match existing color?
Answer#7: Yes. Caulking and mortar should match, as close as possible, to original finish color of limestone, once exposed per Answer#1.

Question#8: Are East and West diagonal walls to be repointed?
Answer#8: Yes.

Question#9: Should plastic weeps be installed at the base of the upper wall for moisture control?
Answer#9: No.

Question#10: On the north side of upper wall, how are blocks to be replaced? Can the sidewalk be cut back? Can a new piece of limestone extend over the sidewalk?

Answer#10: Limestone blocks at base of wall are to be replaced without cutting sidewalk back or the addition of any lip or ledge out over sidewalk. Bottom joint of block where it meets sidewalk should be caulked.

Question#11: Are the bronze caps atop the upper wall to be replaced and repaired?

Answer#11: Where missing, they are to be replaced with reproductions of existing. Where existing loose, they are to be refastened in place.

