



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  
**AGR1012**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE**  
**304-558-0492**

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DEPARTMENT OF AGRICULTURE**  
**MOOREFIELD FIELD OFFICE**  
**BOX 302**  
**RR 1**  
**MOOREFIELD, WV**  
**26836-0302 304-558-2222**

DATE PRINTED <b>02/10/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 2</b>						
TO CHANGE THE BID OPENING DATE FROM 2/18/10 TO 2/23/10 1:30 PM AND TO RESPOND TO QUESTIONS FROM VENDORS WHICH ARE ATTACHED.						
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>971-08</b>		
	<b>POST FRAME BUILDING</b>					
***** THIS IS THE END OF RFQ AGR1012 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	<b>ADDRESS CHANGES TO BE NOTED ABOVE</b>

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.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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).

ADDENDUM NO. 2  
AGR1012

Responses to Written Questions

- Q. 1. Can post spacing be 8' o.c. instead of 10' o.c. for enclosed east side eave wall?  
A. 1. Yes, but only for the enclosed sides
- Q. 2. Do all post need to be full-length pressure treated columns or just ones that are exposed?  
A. 2. No, only the exposed side posts must be full-length pressure treated. Others must pressure treated on areas below grade and at grade
- Q. 3. Can 2X4 roof purlins be placed on top of trusses instead of being placed in between?  
This would also remove the need for 20 gauge saddle hangers.  
A.3. Yes, roof purlins will be allowed above the truss without saddle hangers as long as the provisions listed under sections IA and IB are adhered to.
- Q. 4. Is a poured concrete pad required for the entire 24' x 80' building, or are we just pouring concrete for the mobile labs and sidewalks  
A. 4. The concrete is for the lab pads and sidewalks only.
- Q. 5. What is the total length of the sidewalk that will need to be quoted? The drawings show they will be 5' wide but the total length is not provided.  
A. 5. The length is approximately 20' and is replacing damaged sidewalk that has been removed. The bidder is responsible for the actual measurement.
- Q. 6. How level is the building itself? Is the pad would need to be brought up to grade, who will be responsible?  
A. 6. The site was leveled in the fall of 2009. The trailer pads will match the finish elevation and are close to current elevation. We will set a grade stake for the finish elevation for pre-bid evaluation. Finish gravel work inside will be done by others.
- Q. 7. Is the contractor responsible for obtaining the building permit? Will other permits be required?  
A. 7. The contractor is responsible for obtaining all permits. The only known permit is a building permit from the city of Moorefield.
- Q. 8. Can you provide the correct site for prevailing wage rates?  
A. 8. [www.sos.wv.gov/administration-law/wagerates/documents/2010-Building-Wage-Rates/hardy.pdf](http://www.sos.wv.gov/administration-law/wagerates/documents/2010-Building-Wage-Rates/hardy.pdf)

Q. 9. Due to the site having 3' of fill dirt the mobile lab pads will have to be deeper depth than 24". If they would be done at the stated size in the bid document it is my fear they would sink after the mobile lab is placed on top of them. It was stated in the meeting that the fill had not been compacted, if it has been compacted then the mobile lab pads could be done to bid specs. My recommendation would be to drill a 24" diameter hole 4' deep, place a sono tube into the hole. Then place rebar as recommended and backfill the entire hole with wet-pour concrete. This would obviously not be as large as the 30" X 30" specified in the bid documents, but I feel that it would be more than sufficient after seeing the mobile lab.

A. 9. The new changes are addressed in the addendum which calls for 36" x 36" x 36" pad with three tier of rebar.

Q. 10. Can the two (2) inch R6 PFSK faced fiberglass insulation be replaced with 1" R-Max (4 X 8 solid sheet insulation board) if it has the same R-Value? Another concern is that with the other building on site the walls are enclosed, this building they are not. In an open structure, birds and insects can get into the fiberglass insulation and cause a mess. With solid board type insulation this concern would be eliminated.

A. 10. Do not use fiberglass insulation. Use no less than R6 solid sheet insulation board. Sheets must be solid white or reflective with no lettering or numbers exposed.

Q. 11. Are certified payrolls to be furnished to the owner?

A. 11. Yes

Q. 12. Being a wood frame structure are all workers to be classified as carpenters per the Department of Labor?

A.12. This is a prevailing wage job and the standards set by the Department of Labor for job classification are to be followed. You will need to contact the Department of Labor.

Q. 13. In the general conditions I, the bid submittal states, "Submit a letter from the building manufacturer certifying that the building design will meet the criteria of the 2006 IBC and other applicable codes required for the State of WV." This statement means that the building is a system designed by a "Building Manufacturer" not a building that is put together with components by a contractor. Is this correct?

A. 13. This is correct. We are requiring a "Building Manufacturer's" certification as written. Location and site specific information must be supplied to the "Building Manufacturer" by the contractor for proper design calculations.

Q. 14. Under III, Warranty Structural Design – 50 years: "The manufacturer shall warrant that the building will not experience an occurrence of structural failure of damage due to improper design." Will you accept a 50 year warranty from a contractor or does this warranty have to be written by a "Third Party Building Manufacturer"?

A. 14. The "Structural Design" warranty should come from a "Third Party Building Manufacturer".

Q. 15. Does the letter from the building manufacture certifying the design criteria need to be stamped and signed by a professional engineer?

A. 15. Only the drawings require an engineer's stamp.

Q. 16. Along with stamped and signed shop drawings are stamped and sealed design calculations required for the entire building system?

A. 16. Only the drawings require an engineer's stamp.

REQUEST FOR QUOTATION  
WEST VIRGINIA DEPARTMENT OF AGRICULTURE  
ADMINISTRATIVE SERVICES DIVISION, BUILDING & GROUNDS  
MOOREFIELD AGRICULTURAL COMPLEX / POST FRAME BUILDING

Location: Moorefield Agricultural Complex  
60B Moorefield Industrial Park Road  
Moorefield, WV 26836

For: West Virginia Department of Agriculture  
Administrative Services Division, Building & Grounds  
1900 Kanawha Boulevard East  
Charleston WV 25305

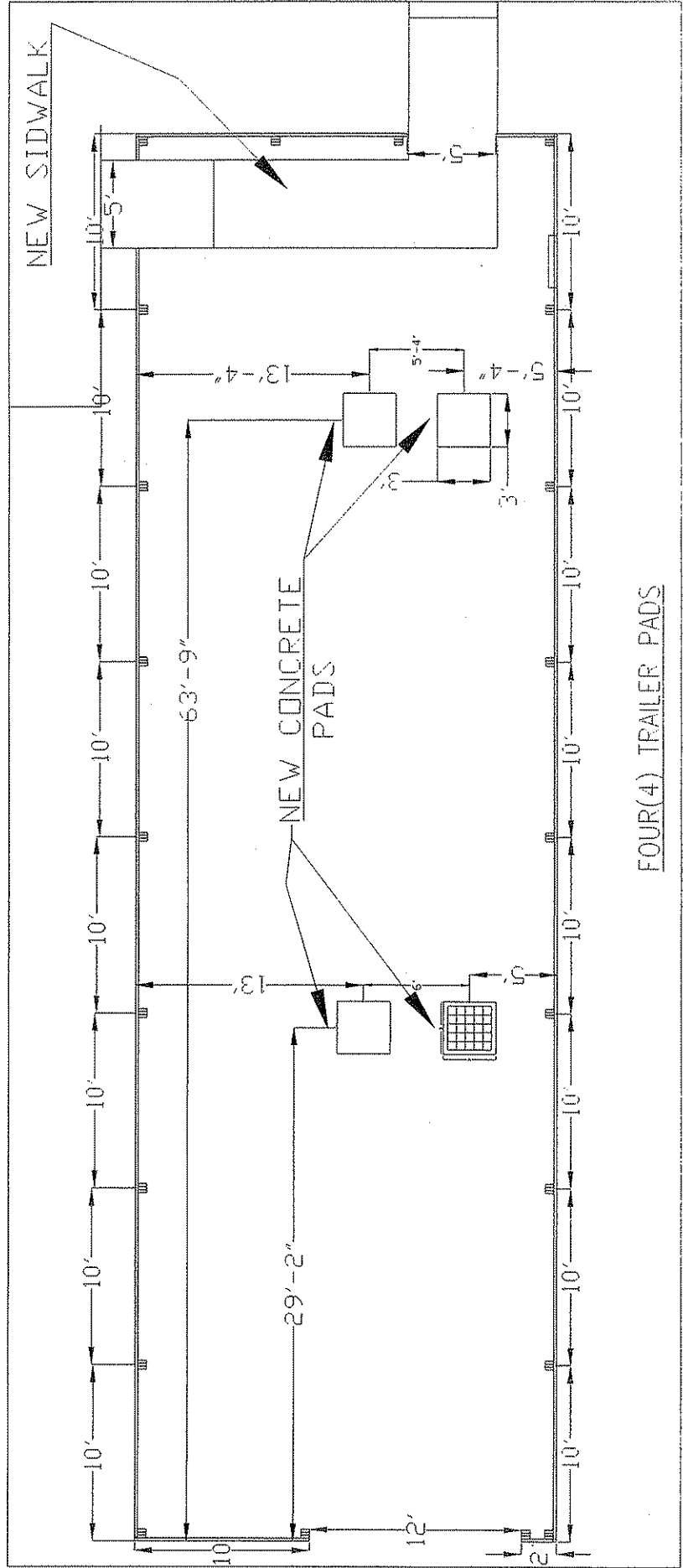
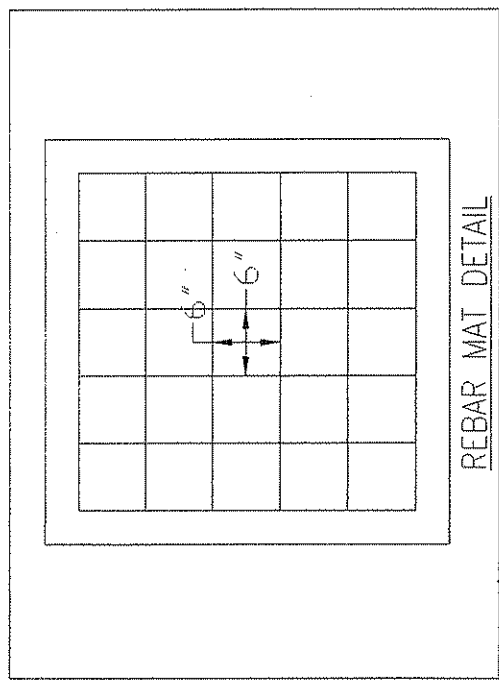
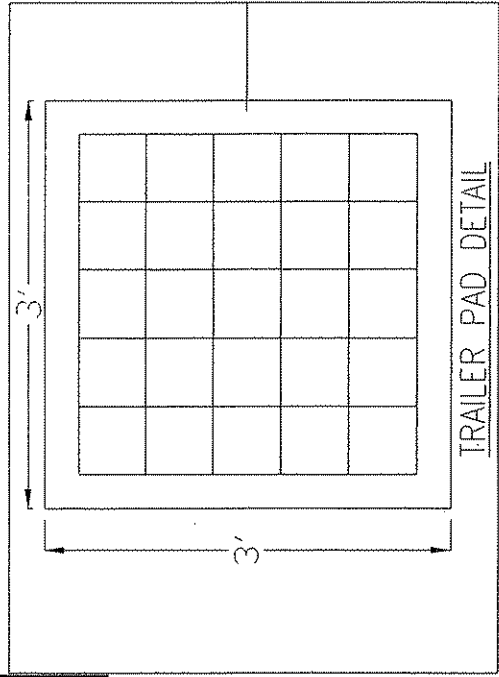
Changes submitted by WVDA representative, Michael Steadman, regarding RFQ AGR1012.

1. The Layout Drawing (D2) on page 21 will require a number of changes. A new drawing, (D2), is attached. Those changes are as follows;
  - a. The twelve (12) foot wide opening will begin two (2) foot from the North-West corner rather than the original four (4) foot. That change is reflected on the new drawing (D2).
  - b. All the Mobile lab pads will be move two (2) feet closer to the west wall. The new dimensions are reflected on the new drawing (D2)
  - c. Mobile lab pads have increased in width and depth. Three mats are now required with additional rebar. Those changes are reflected on the new drawing (D2) and found on page 16; Section II, Heading H, Line item 3 and now should read:

Concrete pad construction shall consist of furnishing and installing a minimum 36 inch x 36 inch pad, pads elevation is 4 inches below grade, 36 inches deep, 4,000 psi concrete, three rebar mats; consisting of #4 rebar spaced on 6-inch centers, placed a minimum of 6 inches from the top and 6 inches from the bottom of each pad.
2. On page 16; Section II, Heading I, Line item 1 should now read:

The east and west sidewalls of the building shall have a 36-inch roof overhang, with pre-finished 29-gauge steel fascia. The underside of the overhang shall have no soffit and remain open. Sidewall roof overhangs shall be installed the full length of building.

D2 Addendum



Request for Proposal No. AGR 1012  
 SIGN IN SHEET  
 PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: J.M. Steurts & Associates LLC	206 Chase Dr	PHONE 304 760 6018
Rep: Mike Steurts	Hurricane WV 25526	TOLL FREE 304 552-0866
Email Address: <del>jmstear</del> jstear@stearthomes.com		FAX 304 760 6019
Company: CD Structures	801 Acorn Dr	PHONE 840 419-6025
Rep: Michael Ober	Harrisonburg, VA 22802	TOLL FREE 877-434-3133
Email Address: mober@conestogabuildings.com		FAX 840-434-6868
Company: LEE REGER BUILDS, INC		PHONE 304-592-2083
Rep: John Kissella		TOLL FREE 1-800-564-1413
Email Address: JKISSELLA@LRBUILDS.COM		FAX 304-592-2920
Company: HOWARD SHOCKEY & SONS	1057 MARTINSBURG PIKE	PHONE 540 535 0321
Rep: GERALD FOLLO	WINCHESTER, VA 22601	TOLL FREE
Email Address: GFOLEO@HOWARDSHOCKEY.COM		FAX 540 723 4180
Company: Pearl Gate Construction	7 Anchors Way	PHONE 304-539-8999
Rep: Craig Brown	Winfield, WV 25213	TOLL FREE
Email Address: Cbrown10@yahoo.com		FAX 304-753-4885