



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
DEFK10015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION  
  
 1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/16/2010				

BID OPENING DATE: **05/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED FOR THE MODIFIED FIRING RANGE PROJECT AT CAMP DAWSON IN KINGWOOD, WV, TO DISTRIBUTE THE HARDWARE SET SCHEDULE AND ADDITIONAL VENDOR Q/A PER THE ATTACHED.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 05/19/2010 TO 05/27/2010 AT 1:30 PM.						
***** THERE WILL BE NO OTHER CHANGES *****						
0001		JB		968-20		
	1			BUILDING CONSTRUCTION		
***** THIS IS THE END OF RFQ DEFK10015 ***** 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.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.

**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).

## SECTION 08 71 00 - DOOR HARDWARE

## HARDWARE SETS

Hardware SetsA. SET #1

1.	3	Hinges	T4A3386 4 1/2 X 4 1/2 NRP	26D	MC
2.	1	Lockset (Storeroom)	73-7P 10G15-3 LL	26D	SA
3.	1	Closer	351 CPS	EN	SA
4.	1	Kickplate	KP50 10"H X 2" LDW HB4E	US32D	MC
5.	1	Weatherstrip	MCK45041 CNB W X H		MC
6.	1	Door Bottom Sweep	MCK3452 AV 36"		MC
7.	1	Threshold	MCK171 A SGL WIDTH		MC

## B. SET #2 and #3

1.	3	Hinges	T4A3386 4 1/2 X 4 1/2 NRP	26D	MC
2.	1	Closer	351 CPS	EN	SA
3.	1	Kickplate	KP50 10"H X 2" LDW HB4E	US32D	MC
4.	1	Weatherstrip	MCK45041 CNB W x H	MC	
5.	1	Door Bottom Sweep	MCK3452 AV 36"	MC	
6.	1	Threshold	MCK171 A SGL WIDTH	MC	
7.	1	Classroom	73-7P-10G37 LL	26D	SA

## C. SET #4 - Exterior (pr)

1.	6	Hinges	T4A3386 4 1/2 X 4 1/2 NRP	26D	MC
2.	2	Flush Bolt	FB01M / FB02W	US26D	MC
3.	2	Closer	351 CPSH	EN	SA
4.	2	Kickplate	KP50 10"H X 2" LDW HB4E	US32D	MC
5.	2	Weatherstrip	MCK45041 CNB W X H		MC
6.	2	Astragal	MCK357 C 84"		MC
7.	2	Door Bottom Sweep	MCK3452 AV 36"		MC
8.	1	Threshold	MCK171 A PAIR WIDTH		MC
9.	1	Classroom Lockset	73-7P-10G37II	26D	SA

## D. SET #7

1.	3	Hinges	T4A3386 4 1/2 X 4 1/2 NRP	26D	MC
2.	1	Door Pull 12" CtoC	DP10	US32D	MC
3.	1	Push Plate	P053	US32D	MC
4.	1	Closer	351 CPSH	EN	SA
5.	1	Kickplate	KP50 10"H X 2" LDW HB4E	US32D	MC
6.	1	Weatherstrip	MCK45041 CNB W x H		MC
7.	1	Door Bottom Sweep	MCK3452 AV 36"		MC
8.	1	Threshold	MCK171 A SGL WIDTH		MC
9.	1	Deadlock	73-7P 4875	26D	SA

WVARNG Camp Dawson MRFR  
Questions Received on May 14, 2010  
Answered on May 14, 2010  
Preliminary Answers Provided By The Benham Companies

Question: The drawings indicate a borrow pit on site that is large enough for all borrow required on the project and the bid forms states that borrow shall be from off site. Please clarify.

Answer: The borrow pit is located on the west side of the road at Calverts Corner. See sheet C-002 for the location.

Question: The drawings indicate that unsatisfactory material can be disposed on site. Is there a location for this?

Answer: See note 5 on sheet C-002. On-Site disposal will be allowed at locations coordinated with and approved by the Contracting Officer.

Question: Is there a disposal area on site for clearing and grubbing?

Answer: On site burning will be allowed as approved by the Contracting Officer. Burning will be approved if it fully complies with all local, state and federal regulations and obtains all required permits. The clearing and grubbing material that can't be burned may be disposed of on-site with the approval of the Contracting Officer, if he doesn't approve, then the material will have to be disposed of off-site. There is not a "disposal area" designated on site for the disposal of material.

Question: What are the requirements for placing topsoil and seeding within the limits of disturbance?

Answer: The topsoil shall be a minimum of 4 inches thick over all areas within the project limits that have been disturbed by the Contractor. The disturbed areas shall have topsoil applied and be seeded.

Question: If stumps, roots, rocks are left in place down range, does these areas need topsoil and mulch?

Answer: All disturbed areas within the limits of disturbance shall have topsoil placed and be seeded and mulched. All stumps and roots within the limits of disturbance shall be removed and the areas seeded. Rocks will only be removed as it impacts any earthwork operations.

Question: Is topsoil available from on-site and if so where is the location?

Answer: The topsoil for the project is located within the project limits in the areas of clearing and grubbing.

Question: What are the seed mixtures for various areas of the project?

Answer: The seed mixtures shall be as stated in the Specification Section 32.92.19 paragraph 2.1.2 "Permanent Seed Species and Mixtures". The seed mixture shall be approved by the West Virginia Army National Guard for the Camp Dawson area.

Question: Are the exposed rocks in the range are left in place? - No seeding and topsoil in these locations?

Answer: There is no requirement to remove all exposed rocks unless they are actually in an area being excavated or graded. No seeding and topsoil is required where there are exposed rocks left in place down range.

Question: Bleacher Specifications

Answer: Equal to Bleacher Manufactory Company Name - MMI-Montgomery Marketing In. 6101 Brewbaker Blvd. Montgomery, Al 36116 model Number NB-1015ASTD Bleachers w/ Chain link Guardrail