



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

Request for Quotation

RFO NUMBER
 GSD106429

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
03/09/2010				

BID OPENING DATE: 03/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 THIS ADDENDUM IS BEING ISSUED TO: 1.) TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE REQUEST FOR QUOTATION AND 2.) TO EXTEND THE BID OPENING DATE. BID OPENING DATE IS EXTENDED TO: 03/17/2010 BID OPENING TIME REMAINS: 1:30 PM ***** END ADENDUM NO. 2 *****						
0001	1	JB		150-55		
REPLACEMENT OF LOADING DOCK DOORS, 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. 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 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 disqualification: 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)

RFQ#GSD106429 Technical Questions & Answers

Question#1: Section 08331, 2.6.J: How does the emergency override work? What is the door supposed to do when it is activated?

Answer#1: The emergency override allows manual operation of the door in case of power failure or failure of the remote control operation. See paragraphs 'F' and 'G'.

Question#2: Section 08331, 2.7.J.1: Are doors to be Baked-Enamel or Powder-Coated finish?

Answer#2: The specifications permit either. The powder-coat finish is preferred.

Question#3: Drawing SK-1, General Notes, 5: Location of warning light/horn is not shown. Are they to be mounted inside (NEMA1) or outside (NEMA4)?

Answer#3: The location is inside, shown on the sketch on the upper left hand side of the door (between note 2 and 8.)

Question#4: Drawing SK-1, General Notes, 8: Provide specifications for "New Height Alarm."

Answer#4: The existing doors have been damaged numerous times by vehicles hitting doors before they are fully opened. The intent of the alarm system is to warn drivers that door is not fully opened and vehicle is about to impact door.

Question#5: Provide specification for concrete.

Answer#5: 4,000 psi, ¾" aggregate, air-entrained concrete with slump less than three inches. Use a high early strength concrete for increased setting of concrete to place door openings back in service earlier.

Question#6: Are sales, use or city taxes applicable to this job?

Answer#6: The State of WV is exempt from all taxes, but the successful Contractor is responsible for all city (of Charleston, B&O, for instance) taxes. Licensure within the City is also required, but the fee is generally waived (by the City of Charleston) if the Contractor is working on a State project.

Question#7: Drawing SK-1, General Notes, 2, "...existing pipe clearances": The new insulated doors require approx 26-1/2" headroom (pre engineering (sic)). Existing pipes provide only 24" (approx). Exact clearance requirements won't be known until the final door design is approved, but if headroom is inadequate, is it acceptable to lower the door heights to accommodate piping or will pipes have to be relocated?

Answer#7: The head room and pipe clearance issues were noted on the drawings due to the Owner's concern about minimal clearances and past problems with door heights being shortened to accommodate clearances. Actual equipment sizes will vary from manufacturer to manufacturer, so each supplier will be responsible for providing a solution for their product. Pre-engineered products may have to be modified to minimize hood size and provide clearances. If clearances with standard equipment cannot be provided, contractor may request relocation of pipes.

Question#8: If pipes must be relocated, who is responsible for this?

Answer#8: The contractor will be responsible for the relocation.