



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
GSD106445

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
 JOBSITE
 SEE SPECIFICATIONS
 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2010				

BID OPENING DATE: 05/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE RFQ.						
BID OPENING DATE REMAINS: 05/19/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		988-15		
NEW FENCE FOR PARKING LOT AT BLDG#86						
***** THIS IS THE END OF RFQ GSD106445 ***** 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 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).

State of West Virginia
General Services Division

Building 86 – Greenbrooke Bldg
Parking Lot Fence
Project No. GSD 106445

REQUEST FOR QUOTATIONS #GSD106445

PARKING LOT FENCE
BUILDING 86 (GreenBrooke) Parking Lot–
Leon Sullivan Drive to Morris Street

ADDENDUM #3

TECHNICAL QUESTIONS & ANSWERS

Question#1: Is a Railroad Protective Insurance Policy going to be required while work is being performed on this project? I understand the installation of the fence will be within railroad right-of-way.

Answer#1: The section of right-of-way where work is to be performed is leased by the State for parking. Insurance will not be required.

Question#2: Will a flagman employed by the railroad have to be on site daily while work is being performed, and will the railroad have to be compensated for the person by the Contractor?

Answer#2: A flagman is not anticipated. Do not include cost in bid.

Question#3: If the answer to Question#2 is yes, this will impact the starting date and completion date of the project due to the fact that the railroad has to advertise the flagman's job and this is a 2-4 week process after notification to get a flagman on the project.

Answer#3: This lead time can be accommodated within the project schedule, allowing the successful bidder to recruit the flagman prior to issuance of Notice to Proceed on the project. This would not affect the sixty (60) calendar days allowed to complete the project after issuance of Notice to Proceed.

Question#4: Can we work at the site on Saturdays and Sundays?

Answer#4: Yes, with prior approval of the project manager.

Question#5: Will your employees make sure vehicles are moved from that side of the parking lot with proper notice?

Answer#5: Yes, The specifications require the Contractor to provide a work schedule early in the project so we can coordinate relocation of parking. Tape off the work area on the night before work so parking spaces are clear the next morning.

Question#6: Will we need a Railroad flagger to work on their side of the property line?

State of West Virginia
General Services Division

Building 86 – Greenbrooke Bldg
Parking Lot Fence
Project No. GSD 106445

Answer#6: See Answer#2.

Question#7: Will parking blocks need to be removed or replaced?

Answer#7: Yes. There are a total of seventy-two parking blocks that will require relocation to 30" from the inside of the new fence. Provide 15 new precast concrete blocks to replace the thirteen damaged blocks. The remaining two blocks will be used as spares in case of non-visible damage or install as directed by project manager. Anchor blocks with rebar pins. Remove old damaged parking blocks from site. The cost of the new blocks shall be included in the base, lump-sum bid; no unit pricing will be included in the RFQ. Successful bidder shall take care and caution to relocate the blocks without damaging them.

Question#8: Will we need to take signs down and attach them to the new fence?

Answer#8: Yes

Question#9: I understand that surveying will be done and that some or most of the fence will not go back where it was, will we need to backfill the holes where the old fence was taken out?

Answer#9: Yes, old holes will have to be backfilled. This can be with material taken out of the new holes.

Question#10: Part of the work will be done on the railroad right of way, does the RR require liability insurance, and how much?

Answer#10: See Answer#1.

Question#11: Some of the concrete curbs on the parking lot will have to be removed. This is not listed in the scope of work. Some of these will crumble and will have to be replaced. Will this be unit pricing or lump sum?

Answer#11: See Answer#7

Question#12: The privacy slats are manufactured in two different ways, top lock slats give more security for keeping the slats in the fences and resist vandalism better. The bottom lock slats are easier to install, but can be removed easier. We recommend the top lock slat. What color will the slats be?

Answer#12: The color of the top-lock lock slats shall be selected by the Owner from the "manufacturer's full range" (as per Section 2.6.B in the GSD106445 Section 02821 attachment to the original RFQ) as part of the post-award submittal process. Bidders are not required to, but can, provide the available color selection with their bid.

Question#13: Due to parking conditions, can any work be done on Sunday?

Answer#13: See Answer#4