



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
GSD116466

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
804-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
06/07/2011				

BID OPENING DATE: 06/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD116466) AND						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
LOT 98 FUEL TANKS						
***** THIS IS THE END OF RFQ GSD116466 ***** 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).

## **GSD116466 Technical Questions and Answers**

### **The Plan and Notes Drawing**

The Contractor shall install the 4" shut-off switch on a new post adjacent to the corner of the fabric structure.

**Question No. 1:** There are no dimensions shown for the pad physical size other than it is 6 inches thick on a pad of #57 gravel fill. What is width and length?

**Answer No. 1:** The final pad size may vary slightly based on the actual tank dimensions, The pad size shown was approximately 406 sf (22'-4" x 17'-8"). This was based on four feet from the edge of tank to the edge of slab on the sides and a greater width on the front to allow for fueling on the concrete surface.

**Question No. 2:** There is no detail for the bollard. How far from the outside edge of the pad are the bollards to be set? General Notes 2 only states that they are to be set in a 16 inch diameter by 4 foot deep concrete filled hole.

**Answer No. 2:** The center line of the four inch bollards shall be placed 12 inches from the edge of the concrete pad.

**Question No. 3:** Bollards are normally 7 feet long and set in a 3 foot deep hole. General Notes 2 states that they are to be set in a 4 foot deep hole and extend 4 feet above the finished pad. Can a 7 foot long bollard be used?

**Answer No. 3:** The bollard minimum length, size and spacing is set by fire code. An eight foot long pipe is required to provide the four foot burial depth and four foot exposure.

**Question No. 4:** General Notes 6 states that the Emergency Shut off switch is to be mounted 50 inches on a 4-inch diameter pole. Can the hole be 2-inches less deep than what is specified for the bollards mounted at the pad?

**Answer No. 4:** Yes, the shut-off switch construction is not governed as a bollard. Recommend a three foot burial depth, a five foot pipe exposure and mount the switch on the side of the pipe.

**Question No. 5:** The conduit and wiring for the Emergency Shut-off Switch. Is there a preference as to where it is to be installed? Is it to be installed on the inside of the 4-inch pipe or is it to be mounted on the outside of the 4-inch pipe?

**Answer No. 5:** The conduit and wire should be run on the inside of the pipe to prevent damage to the conduit and wire.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: GD116466

Date: May 19, 2011

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:	Melody Haynes
Firm Address:	Procurement Co. General Services Div.
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	WV - GSD Arch/Engineering Section
Firm Address:	
Representative Attending:	Robert Krause
Phone Number:	(304) 558-9018
Fax Number:	
Email Address:	Robert.P.Krause@wv.gov

Firm Name:	Oval Construction Management
Firm Address:	P.O. Box 401 Charleston WV 25322
Representative Attending:	John W Harrison
Phone Number:	304-347-8820
Fax Number:	304-347-8821
Email Address:	E.Coffey@OvalConstructionManagement

Firm Name:	MIRCO CONSTRUCTION
Firm Address:	P.O. Box 4105 Scott Depot, WV 25560
Representative Attending:	SHARON ADKINS
Phone Number:	304-272-3841
Fax Number:	1-888-246-9451
Email Address:	MIRCO_ESTIMATOR@knights.net

Firm Name:	Dan Hills Construction
Firm Address:	PO Box 685 GALLEY BRIDGE, WV 25085
Representative Attending:	Michael Sienkiewicz
Phone Number:	304-632-1600
Fax Number:	304-632-1501
Email Address:	FOLLOWUP@DANHILLMAIL.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	