



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
 04110593

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/02/2011				

BID OPENING DATE: 08/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: 08/03/11 @1:30 P.M.						
TO: 08/17/11 @1:30 P.M.						
NO OTHER CHANGES						
0001		LS		988-15		
FENCE INSTALLATION AND REPAIR						
***** THIS IS THE END OF RFQ 04110593 ***** 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).

Addendum No. 1

Change from 2.1.3 Removal of existing 1225' of fencing that is falling down
Marked with tape and paint.

Changed to read: 2.1.3 Removal of existing 1430' of fencing that is falling down
Marked with tape and paint.

Changed from 2.1.12 Line posts to be set min 8' apart but no more than 10' apart.
Changed to read: 2.1.2 Line posts to be set on 8' centers.

Changed from 2.1.19 Tan slats to be installed in fabric along County Route 19.
Amount to be determined by vendor at pre-bid meeting.

Changed to Read 2.1.9 Tan Slats to be installed in Fabric from gate post entrance
of Sign Shop 555' using bottom lock slats.

ADD: 2.1.20 420' Section from gate post on Co Route 19 toward wash bay and salt
shed the posts may be driven. This section has limited accessibility.

ADD: 2.1.21 Top rail to be used entire distance.

ADD: 2.1.22 Bottom Tension wire to be used whole distance

ADD: 2.1.23 Posts may be cut off below ground.

ADD: 2.1.24 For each brace there must be a truss rod in the same span to transmit
fabric from the brace post back to the terminal post. Braces and truss rods
should be securely fastened to the posts prior to fabric erection.

ADD: The purpose of chain link fence is to control access onto State right-of-way
in an aesthetically pleasing way. This result can only be accomplished by
correct horizontal and vertical alignment.

Date: 7-21-11

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No.

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

TELEPHONE & FAX NUMBERS

740 896 2211 740 896 2277

MAILING ADDRESS

1261 Laurel Ridge Rd
Lawell, OH 45744

FIRM & REPRESENTATIVE NAME

Company: Babcock Fence Company
Rep: Mike Babcock

Email Address: mikebabcock@frontier.com

Company: Pennline

Rep: Ronald Ringer

Email Address: R.Ringer@Pennline.com

300 Scottsdale Ave
Scottsdale PA 15083

Company: SHEPAUL ENTERPRISES

Rep: SHANNON HAPPAACHY

Email Address: SHAPPAACHY@gmail.com

P.O. Box 1912

Beckley, WV 25802

Company: All Quality LLC

Rep: Shannon Elmure

Email Address: allqualityllc@aol.com

P.O. Box 7169

Cross Lanes WV 25356

Company: Alco Fence Company

Rep: George Andrews

Email Address: george@alcofence.com

1162 46TH ST.

VIENNA, WV 26105

PHONE 740 896 2211
TOLL FREE
FAX 740 896 2277

PHONE 724-877-9110
TOLL FREE 1-800-448-9110
FAX 724-877-0545

PHONE 304-877-6451
TOLL FREE
FAX 304-877-5789

PHONE 304-776-9493
TOLL FREE
FAX 304-776-9494

PHONE 304-295-8567
TOLL FREE
FAX 304-295-8997

Date: 7-21-11

SIGN IN SHEET

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>WV DOT</u>	<u>P.O. box 4220</u>	PHONE <u>(304) 842-1598</u>
Rep: <u>Chuck McCullough</u>	<u>Clarksburg, WV</u>	TOLL FREE
Email Address: <u>Chuck.J.McCullough@wv.gov</u>	<u>26302</u>	FAX <u>(304) 842-1616</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____