



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:
6612C009

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/07/2011				

BID OPENING DATE: 12/14/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
ANSWER TO QUESTIONS ATTACHED SUBMITTED BY VENDORS.						
BID OPENING DATE AND TIME REMAINS 12/14/11 @1:30 P.M.						
NO OTHER QUESTIONS.						
0001		LS	570-68	SINGLE SPAN FABRIC, STEEL FRAMED BLDG ROOF SYSTEM		
***** THIS IS THE END OF RFQ 6612C009 ***** 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.html 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).

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- Question 1:** Is this a rebid? There is an older RFQ from August (RFQ# 6612C005) for similar size building. Was this bid awarded? If not, why?
- Response:** Yes, this is a re-bid of 6612C005 that was not awarded due to both vendors being disqualified as not meeting mandatory requirements of the specifications.
- Question 2:** How detailed do the sample drawings need to be?
- Response:** Vendor sample shop drawings indicating pertinent design criteria, reactions and other information required for fabrication, installation and as required by codes.
- Question 3a:** Can there be any variances at all, in the interior height requirements?
- Response:** Minimum interior clearance required is as stated in the specification and includes the 12'-0" wall height above the floor slab.
- Question 3b:** Several of the standard units manufactured by our vendor are only off by 6 to 8 inches (example 38'6" instead of the 39'). How critical is this requirement.
- Response:** Critical for shed loading clearances.
- Question 4a:** Who is responsible for designing and providing stamped drawings for the walls?
- Response:** Concrete walls, foundation and floor slab by others.
- Question 4b:** No detailed information on the structural integrity of the walls is provided in the specifications to insure engineering compliance with the overall structure. Is this information available?
- Response:** Awarded Vendor to provide loading conditions and reactions from the roof system.
- Question 5:** AISC is a "Specification for Structural Steel Building". Tension fabric buildings are not governed by this standard. Please clarify.
- Response:** The structural steel members shall be designed in accordance with the applicable specification(s). Fabric shall comply with the specifications listed in Section 3.
- Question 6:** Is the 18'x18' door a steel door or a fabric door. If it is a steel door, is it manual chain hoist or powered opener?
- Response:** Fabric. Bidder to specify hoist type.

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Question 7a: Please clarify fabric repair service. Is a kit to be used by the Division of Highways personnel sufficient or is the bidder's crew responsible for repairs?

Response: Awarded Vendor.

Question 7b: Is this service agreement in place for the duration of the contract or for the duration of the 15 year warranty period?

Response: Warranty period.

Question 8: Is CAN/CSA A660-10 (Certification of Manufacturers Of Steel Building Systems" certification acceptable in lieu of ISO 9001:2008

Response: Per Section 4, Qualifications - Division of Highways will review the equivalent or approved substitute certification prior to award

Question 9a: Is there a specific manufacturer's product as basis of design and is established as the standard?

Response: Awarded Vendor's product becomes the standard during the contract period.

Question 9b: Are there existing buildings in use by the DOH in West Virginia from a previous or existing contract?

Response: Yes

Question 10: Louvers are normally recommended for the back walls for wind relief. No mention of louvers are included in the RFQ.

Response: Ventilation provided by others and coordinated with Awarded Vendor.

Question 11: Is it possible to request an extension on the bid opening date at this time so a pre-bid can be held?

Response: Bid opening will be extended until December 14, 2011 (12/14/2011). No pre-bid will be held.