



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
6612C025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

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
05/16/2012				

BID OPENING DATE: 05/23/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
ISSUED TO ADDRESS QUESTIONS AS POSED BY VENDOR AND TO ADD STOCK PILE LOCATION PER THE ATTACHED. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/23/2012 AT 1:30 P.M.						
0001	1	LS		450-77		
INDUSTRIAL SIZE/WEIGHT COVERS						
***** THIS IS THE END OF RFQ 6612C025 ***** 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).

Addendum #2 Industrial Covers 6612C025

Question #1 Workmanship. If we do not install the cover are we responsible for the work of the state employees that do?

Question #2 Unlimited mph wind damage. If the cover blows off or tears because of installation are we responsible to replace cover?

Response #1 & #2

Please add the following to Section 4, Description. This should answer both questions.

Covers supplied under this contract shall be tested in accordance with the following American Society for Testing and Materials (www.astm.org) specifications :

ASTM	D1777
ASTM	D751
ASTM	D3786
ASTM	D4833

Covers shall meet or exceed within a +/- 15% tolerance of the following:

Thickness	12 mil
Mass/Unit Area	6.3 oz/yd
Grab Tensile Warp/Weft	179/154 lbs
Tongue Tear Warp/Weft	56/50 lbs
Hydrostatic Resistance	81 psi
Mullen Burst Strength	330 psi
Puncture Resistance	78 lbs
Color	Optional

NOTE: Section 8, Stockpile Sites, please add one additional site for District 10 as follows:
 District 10 - 200 Samaritan Drive, Shady Spring, WV 25918

See Revised Bid Schedule for Item #1 and Item #2 attached which adds the above stockpile site to the Bid Schedule.

NOTE: Bid Opening remains on May 23, 2012.

Bid Schedule

6612C025

ADDENDUM #2

Industrial Size/Weight Covers**Vendor shall quote delivered price per Site****All Sizes at all Sites is delivered WITHOUT installation.**

*Quantities and/or dimensions listed in this bid schedule are approximations only. It is understood and agreed that the contract shall cover the quantities and dimensions actually ordered for delivery during the term of the contract, whether more or less than the quantities and/or dimensions shown below in the bid schedule.

District	*Refer to Section 7 of the specs for more detailed delivery Site		Estimated Quantity	Item #1	Extended Price
	Stockpile Site	Flat Sheet Overall Dimension		Price Per Cover WITH Grommets	
District 1	Frazier's Bottom	125' x 240'	2		
District 1	Frazier's Bottom	75' x 180'	2		
District 2	Huntington	90' x 150'	3		
District 2	Amherstdale	90' x 150'	2		
District 3	Parkersburg	180' x 120'	1		
District 4	Bruceton Mills	160' x 180'	1		
District 8	Kerens	600' x 80'	2		
District 10	Shady Spring/Bragg	60' x 300'	2		

District	*Refer to Section 7 of the specs for more detailed delivery Site		Estimated Quantity	Item #2	Extended Price
	Stockpile Site	Flat Sheet Overall Dimension		Price Per Cover WITHOUT Grommets	
District 1	Frazier's Bottom	125' x 240'	2		
District 1	Frazier's Bottom	75' x 180'	2		
District 2	Huntington	90' x 150'	3		
District 2	Amherstdale	90' x 150'	2		
District 3	Parkersburg	180' x 120'	1		
District 4	Bruceton Mills	160' x 180'	1		
District 8	Kerens	600' x 80'	2		
District 10	Shady Spring/Bragg	60' x 300'	2		

NOTE: The qualified vendor who submits the lowest valid bid, per item, per stockpile site will be awarded a contract for the item per stockpile site for which their bid is lowest.

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SIGNATURE

COMPANY

DATE