



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
DCH12009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CULTURE & HISTORY
 GRAVE CREEK ARCHEOLOGY COMPLEX
 801 JEFFERSON AVENUE
 PO BOX 527
 MOUNDSVILLE, WV
 26041 304-558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: 11/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 10/03/2011 AND TO ATTACHED THE MANDATORY PRE-BID SIGN IN SHEET.						
BID OPENING DATE IS EXTENDED:						
FROM: 10/19/2011						
TO : 11/08/2011						
----- END OF ADDENDUM NO. 1 -----						
0001	1	LS		988-15		
FENCE REMOVAL AND INSTALLATION						

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).

DCH12009
Addendum No. 1

1. QUESTION

Spec section 2.1B calls for Montage Industrial fence which has 1" square x 16 ga pickets. Part 2.2b calls for ¾" square x 14ga tubing which is Ameristar's commercial product. Please clarify which is correct.

ANSWER

The correct specification is the Ameristar commercial product (or approved equal); 3/4" square x 14 ga. Pickets.

2. QUESTION

Please provide the wage determination for this project.

ANSWER

This is a prevailing wage project. The wage schedule to be used is for Marshall County. Attached is the link for Marshall County prevailing wage information:

<http://www.sos.wv.gov/administrative-law/wagerates/Documents/2011-Building-Wage-Rates/marshall.pdf>

3. QUESTION

Can fence on wall be attached with flat plate and anchor bolts?

ANSWER

Yes, provided that the Vendor submits, and the Agency approves; shop drawings to describe installation, beds the plate in grout to fully support the plate, and uses stainless steel bolts to prevent rust through.

4. QUESTION

Can completion time be suspended due to winter conditions?

ANSWER

Yes, the Agency understands that weather will play a role in the Work. The Vendor will need to request, with documentation, a Change Order to the Owner for approval.

5. QUESTION

Can work be performed outside the normal work hours of the complex?

ANSWER

Refer to Section 01100, Part 1, 1.2, B., The work is to take place during business hours; exceptions may take place under the following conditions:

1. Meet with the Site Manager and the Monitoring Archeologist to coordinate their work schedules for the time period requested followed by a written request to the Site Manager for the period of the exception.
2. Written approval by the Site Manager; copies of the Vendor request and approval to the Vendor, Site Manager, and the Monitoring Archeologist.

6. QUESTION

If work is suspended due to an archeological find, how will the Vendor be compensated for lost time?

ANSWER

A preliminary survey has been completed for the site prior to releasing this work for bid. All of the test pits have not uncovered artifacts. If a find is uncovered, the Agency agrees that the Vendor will need additional time added to the contract. The time will need to be requested, with documentation, by the Vendor in the form of a Change Order to the Owner for approval.

7. QUESTION

Can existing fence post foundation holes be re-used where applicable?

ANSWER

Yes, existing fence post foundation holes can be re-used where applicable.

8. QUESTION

Section 3.2A calls for a field office trailer. Is this required?

ANSWER

Section 3.2A is included to allow for the use of a field office trailer. It is not required.

9. QUESTION

Can post foundation spoils be spread along fence line?

ANSWER

Refer to Section 02300, Earthwork, Part 3, 3.1, J. Spoil is to be removed and disposed of.

10. QUESTION

Are the fence posts to be on 6' centers or 8' centers?

ANSWER

The Fence Posts are to be on Eight (8) foot centers.

11. QUESTION

Is the fence to be 6' high?

ANSWER

The Fence is to be six (6) feet high.

12. QUESTION

Is temporary fence required wherever the fence is down overnight?

ANSWER

Temporary fencing is required to secure the site at the close of each shift. Refer to Section 01100, Part 1, 1.2, B. and Section 01500, Part 3, 3.3, B., 1. in the Specification.

13. QUESTION

Are we allowed to work 7 to 5 Monday thru Thursday with Friday for a weather make up day?

ANSWER

Refer to Question 5. Above.

14. QUESTION

Can the archaeologist be there from 9 to 5?

ANSWER

Refer to Question 5. Above.

SIGN IN SHEET

Request for Proposal No. OCH12009

PLEASE PRINT

Date: 9/29/11

ENO 2:20 PM

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>J. H. Tombow Fence Co</u>	<u>2710 Sissonville Dr</u>	PHONE <u>304) 842-1505</u>
Rep: <u>Greg Whittington</u>	<u>Charleston WV 25312</u>	TOLL FREE
Email Address: <u>greg.whittington35@yahoo.com</u>		FAX <u>304) 844-5276</u>
Company: <u>RMD HOLDINGS LLC</u>	<u>53861 GRATIOT</u>	PHONE <u>586-630-1142</u>
Rep: <u>RICK SCHULTZ</u>	<u>CHESTERFIELD, MI 48051</u>	TOLL FREE
Email Address: <u>rschultz@nationwidecos.com</u>		FAX <u>586-749-6909</u> <u>330-725-3629</u>
Company: <u>Babcock Fence Company</u>	<u>1261 Laurel Ridge Rd</u>	PHONE <u>740 896-2211</u>
Rep: <u>Mike Babcock</u>	<u>Lowell, OH 45744</u>	TOLL FREE
Email Address: <u>mikebabcock@frontier.com</u>		FAX <u>740-896-2277</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	DIVISION PURCHASING	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	2011 OCT -5 PM 2:36	FAX _____

RECEIVED