



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
 DEFK12003

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 CAMP DAWSON ARMY TRAINING SITE
 240 ARMY ROAD
 KINGWOOD, WV
 26537-1077 304-329-4417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2011				

BID OPENING DATE: 10/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO MOVE THE BID OPENING DATE FROM 09/27/2011 TO 10/05/2011.		
				3. MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED.		
				4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		
0001	1	UB		968-20		
				BUILDING CONSTRUCTION		
***** THIS IS THE END OF RFQ DEFK12003 ***** 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

#	QUESTION	RESPONSE
1)	Does the site electric bid item include the pad-mount transformer?	Yes.
2)	In specification section 28 31 11 page 4 under fire alarm manufactures it says to contact Camp Dawson to determine the existing installer and manufacture of the fire alarm system. Has that manufacturer been chosen? This is important from a compatibility standpoint.	The JITEC selected fire alarm system is Notifier.
3)	Are the prevailing wage rates building or heavy highway?	The prevailing wage rates in the RFQ are applicable to this project. If you have any questions about the heavy highway rate, contact the West Virginia Division of Labor.
4)	Detail 35 on Drawing A5.1 refers to a 7/16" bullet resistant fiberglass board. However Spec section 06-1600-2 calls for the min. thickness to be 1 1/4" and a Level 4 UL listing. Note that the usual Level 4 UL listing is typically 1 3/16". Please clarify.	1 3/16"
5)	In Spec section 07 42 43 page 6 under Metal Panel finishes the spec calls for a Centria "Sundance AM" Aluminum Metallic 3 Coat. This is a 3 coat custom color will any substitutions be considered for this finish?	No substitution will be considered for this item, panels shall match OPS Bldg canopy, Centria "Sundance AM".
6)	When will the relocations for Frontier & Atlantic Broadband be preformed? During or prior to construction?	During construction.
7)	Where will salvaged items be stored & will it be the contractor's responsibility to move the items?	Salvaged items shall be stored at Camp Dawson and shall be delivered by the general contractor to a designated location determined by WVARNG.
8)	Who is responsible for the electric disconnects for the underground electric that is to be abandoned in place.	The general contractor.
9)	Storm Drain profiles show the slopes being different than what is shown on the plans. Should we use the 1% slopes or the inverts?	The slopes are incorrect. Use the inverts.
10)	What is the budget for this project?	This information is not available to bidders.
11)	Is there to be a time restriction on when earthwork can/can't be preformed. The specs show that earthwork is to halt between October & May. Given the 210 day completion time and that award will most likely take place in Oct/Nov there does not appear to be sufficient time to complete the earthwork with this winter shutdown period.	The specifications in this regard remain as written. However, if agreeable to both parties, the notice to proceed will be issued on 02 April 2012 with a corresponding no-cost contract time extension.

12)	The spec calls for a "crash rated high security type parking control device" (2.2A) and it calls for the "Delta Scientific Corporation—Model AG812" (2.2A.1a). The AG812 is not a crash rated gate. Do you want the AG812 or a crash rated gate?	It is not the design intent to make Alt #3 island barrier arms crash rated high security parking control devices. Multiple manufacturers are listed in the specifications. The contractor is to select a product that most closely resembles the specification requirements.
13)	There are a number of different features that are called for that Delta Scientific does not offer. Would you like us to send you the information for our AG812 along with a quote that way the customer can decide if they will accept the AG812?	The GC should price a parking device that most closely matches the specification requirements. There are other manufacturers listed in the specification. It is not the design intent make the Alt #3 island barrier arms crash rated high security parking control devices.
14)	Is the asphalt paid on a sliding scale based on percent compaction?	Yes, refer to Bid Form Section III, Bid Item Description for HMA Wearing Course and HMA Base Course.
15)	Is there an adjustment mechanism for asphalt prices?	No.
16)	The specs indicate that security cameras are NIC (Not In Contract) per 28 23 00-2.2. However, TY1.2 shows cameras on the floor plans.	Cameras are NIC, but the conduit, wiring and camera supports are part of the base bid. The cameras and head end equipment are part of the security package which is funded from other sources by WVARNG. Ideally the security, audio visual and communications packages are bid separately by WVARNG and allow sufficient time for coordination with the general contractor.
17)	In reference to question 16), there are many items indicated to be NIC (Not In Contract) per the specs that are shown on the drawings. Please confirm that these items are NIC.	For spec section 28 23 00 the items shown NIC are not in the base bid, but part of the security package to be bid separately by WVARNG. Please note that the card readers under access control 28 13 00 are part of the base bid.
18)	There are no specifications or details concerning the traffic signals. Please clarify.	The NB200/RC3 light system is the approved Camp Dawson system and/or equal. Basis of design information attached. Mount lights on 3' tall 4" OD steel pipes painted to match traffic light housing. Lights to be vertical on islands, horizontal on canopy, if canopy alternate is accepted.
19)	There are no fire alarm devices shown, nor a fire alarm riser shown. Please clarify.	A fire alarm system is not required. The fire alarm work is limited to a network terminal for the guards/first responders to see what is happening on the compound fire alarm systems.
20)	In reference to drawing TY0.1, there is a detail showing a biometric stub up, is there a part number or manufacturer for this pole?	No there is no part number. Install detail as shown at locations indicated on the drawings.

**** The bid opening has moved from 09/27/2011 to 10/05/2011.**

**** No additional questions will be accepted on this RFQ.**

Date: 30 Aug 11

SIGN IN SHEET

Request for Proposal No. **DEFK12003**

PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Charles E. Bilyard & Son Inc</u> Rep: <u>Anita H. Bilyard</u> Email Address: <u>cebsinc@frontier.com</u>	<u>125 E High St</u> <u>Kingwood WV 26537</u>	PHONE <u>304-329-6330</u> TOLL FREE FAX <u>304-329-1571</u>
Company: <u>JF ALLEN CO</u> Rep: <u>JAMES ALLEN</u> Email Address: <u>JAMES.ALLEN@FALLCO.COM</u>	<u>P.O. Box 2049</u> <u>Buckhannon WV</u> <u>26201</u>	PHONE <u>304 972 8890</u> TOLL FREE FAX <u>304 972 8897</u>
Company: <u>Harbel, Inc.</u> Rep: <u>Jeremy Lucas</u> Email Address: <u>jgirons@thebeltgroup.com</u>	<u>P.O. Box 358</u> <u>Cumberland, MD 21502</u>	PHONE <u>301-729-8900</u> TOLL FREE FAX <u>301-729-0163</u>
Company: <u>Langan GC Corp</u> Rep: <u>Steve Langan</u> Email Address: <u>steve.langan@langan.gc.corp.com</u>	<u>Rental Box 84</u> <u>Cumberland St East</u> <u>Wiley Ford Wv 26767</u>	PHONE <u>304-738-3300</u> TOLL FREE FAX <u>304-738-3384</u>
Company: <u>Dan Hill Construction Co.</u> Rep: <u>Dan Hill</u> Email Address: <u>Dan.hill@khatmail.com</u>	<u>P.O. Box 685</u> <u>Gawley Bridge, W.Va.</u> <u>25085</u>	PHONE <u>304-632-1600</u> TOLL FREE FAX <u>304-632-1501</u>

Prime

Prime

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Page _____ of _____
Date: 30 Aug 11

SIGN IN SHEET

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

TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company: Prime G.A. Brown & Sons, Inc 215 Main Street PHONE 304.363.4500
 Rep: James B. Brown Fairmont, WV TOLL FREE
 Email Address: jbrown@gabrown.com 26554 FAX 304.366.9456

Company: Prime WHITING-TURNER CONTRACTING CO. 300 EAST JOPPA RD PHONE 304-329-3812
 Rep: STEVEN SOLLOWAY BALTIMORE, MD 21286 TOLL FREE
 Email Address: STEVEN.SOLLOWAY@WHITING-TURNER.COM FAX 304-329-3916

Company: Gill-Simpson, Inc (Electrical) 45 Queen Street PHONE 301-268-1645
 Rep: Shawn R. Turner Cumberland, MD 21502 TOLL FREE
 Email Address: sturner@gill-simpson.com FAX 301-777-0560

Company: _____ PHONE
 Rep: _____ TOLL FREE
 Email Address: _____ FAX

Company: _____ PHONE
 Rep: _____ TOLL FREE
 Email Address: _____ FAX

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