



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
 GSD116472

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 JOBSITE
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/09/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ,		
				3.) ADD DRAWING E.41, AND		
				4.) PROVIDE REVISED DRAWINGS C1.1 AND C3.1		
				BID OPENING DATE REMAINS: 08/18/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		968-42		
				TO PROVIDE SITE AMENITIES FOR BLDGS 5 6 AND 7		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

GSD 116472 Building 5, 6, 7 Site Amenities - Technical Questions and Answers

Q1. How are the lights going to be controlled? Timer or Contactor

A1. Answer: Provide new contactor from existing timer.

Q2. The junction box shown on drawing E1.1 coming out of bldg. 5 is crushed and covered with grass. We have been advised that the conduits are full? Do we run a new conduit and install new junction box?

A2. Yes, need to replace conduit and junction box.

Q3. Do we run separate 120V for GFI on pole or pick it up from 208V @ poles?

A3. Run separate 120V for GFI.

Q4. You call for rigid PVC. Is it schedule 40 or schedule 80 PVC?

A4. Schedule 80 rigid electrical PVC conduit

Q5. Request for an alternative pole light is attached (Sternberg A850ASRLED/5PPT/9312TO).

A5. New poles must match existing campus lights. Submission did not provide sufficient information to verify match.

Q6. Should reference to drawing C3.1 actually be referenced to drawing C2.1 and reference to drawing C4.1 which is not included in the drawings for the RFQ be referenced to C3.1

A6. See revised C 1.1 drawing.

Q7. Drawing C2.1 shows a detail for attaching the bench to the concrete pad. Drawing C3.1 does not show any provisions to attach the patio furniture to the concrete pad. Is the patio furniture not to be secured?

A7. The table shall be secured by (4) four bench brackets. See revised C3.1 drawing for details on securing chairs.

Q8. Is it true that 2 benches on the north west side of building 6 and 2 benches at the south west side of building 7 are to be mounted on the existing sidewalk and will not require concrete pads?

A8. Yes, they are to be located and secured to the existing sidewalk.

Q9. What is to be done with the existing concrete and metal benches? Is the contractor to remove them or leave them in place? Some of them may conflict with the installation of the new benches.

A9. The benches will be moved by General Services Division.

Q10. There are no trash receptacles identified; do you not plan to have them?

A10. No, this project doesn't include trash receptacles.

Q11. I have not been able to find any specifications for the concrete pads that the light poles are to set on. I measured the diameter of an existing pad, but do not know how deep it is in the ground or how it is designed for wiring and bolting. Can you provide me guidance?

A11. See Drawings E4.1

Clarifications

Contractor must provide four chairs specified in Drawing C3.1 for each table.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: ESD116472

Date: _____

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WV Dept of Admin - GSD</u>
Firm Address:	
Representative Attending:	<u>Brian Gillogie, Bob Kipatich</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Brian Gillogie GSD A/E</u>
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>OVAL CONSTRUCTIONAL PERMIT LLC</u>
Firm Address:	<u>P.O. BOX 401 CHARLESTON WV 25322</u>
Representative Attending:	<u>JIM CARNES</u>
Phone Number:	<u>304-347-8820</u>
Fax Number:	<u>347-8821</u>
Email Address:	<u>JCARNE@OVALCONSTRUCTION.COM</u>

Firm Name:	<u>Daniel Construction</u>
Firm Address:	<u>P.O. Box 685 FROLEN BRIDGE WV 25085</u>
Representative Attending:	<u>MIKE SIMONCO</u>
Phone Number:	<u>304-632-1600</u>
Fax Number:	<u>304-632-1501</u>
Email Address:	<u>POLOCK@DANIELCONSTRUCTION.COM</u>

Firm Name:	<u>CITY ELECTRIC</u>
Firm Address:	<u>1219 PENNSYLVANIA AVE CHARLESTON WV 25322</u>
Representative Attending:	<u>FRANK HOPSON</u>
Phone Number:	<u>304-345-6150</u>
Fax Number:	<u>304-345-6151</u>
Email Address:	<u>fhopson@cityelectric.wv.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	