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Solicitation Response(SR) Dept: 0803 ID: ESR0811210000000906 Ver.: 1 Function: New Phase: Final

Modified by batch , 08/13/2021

Header 5



General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 879533	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0803
Vendor ID: 000000160380	SO Doc ID: DOT2200000002
Legal Name: GREEN ACRES CONTRACTING COMPANY INC	Published Date: 8/9/21
Alias/DBA:	Close Date: 8/13/21
Total Bid: \$47,786.32	Close Time: 14:30
Response Date: 08/11/2021	Status: Closed
Response Time: 11:20	Solicitation Description: ADDENDUM #1 ATTENUATOR REPLACEMENT
Responded By User ID: griley	Total of Header Attachments: 5
First Name: Grace	Total of All Attachments: 5
Last Name: Riley	
Email: grace@greenacrescontractin	
Phone: 724-887-8096	

AGENCY SOLICITATION NUMBER – ARFQ DOT2200000002

Addendum Number: 1

The Purpose of this addendum is to modify the solicitation identified as (“Agency Solicitation”) to reflect the change(s) identified and described below:

Applicable Addendum Category:

- Modify bid opening date & time
- Modify specification of product or service being sought
- Attachment of pre-bid sign in sheet
- Attachment of vendor questions and responses
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force effect.
2. Vendor should acknowledge receipt of all addenda issue for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith. Failure to acknowledge addenda my result in bid disqualification. The addendum acknowledgement should be submitted with he bid to expedite document processing.

ARFQ DOT 2200000002

ADDENDUM 1

Question:

1. After looking at the current concrete pad and wall are too old and damaged. This attenuator replacement will need to have a new pad for the new attenuator. How do we bid the pad? Also the wall is cracked behind the attenuator. It is an unsafe hazard to not repair everything but the RFQ doesn't address the pad or wall. How do we bid?

Answer:

The Traffic Engineering Division reviewed the condition of the concrete pad and has determined that it is in suitable condition for the installation of a new device. The cracking at the end of the concrete barrier should have no effect on the installation of the replacement device and will be addressed separately by the Division at a later date as needed.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DOT 2200000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Green Acres Contracting Co., Inc

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Green Acres Contracting Co., Inc

Contractor's License No.: WV- 001297

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

2A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

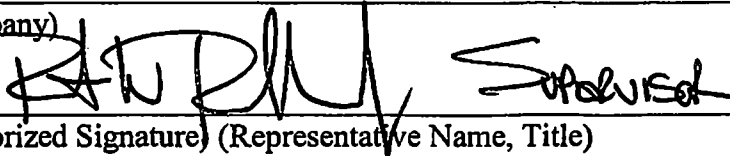
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Grace A. Riley, Contract Administrator
(Name, Title)
Robert Rollinson, Supervisor
(Printed Name and Title)
PO Box 463, Scottdale, PA 15683
(Address)
(724) 887-8096 (724) 887-8111
(Phone Number) / (Fax Number)
rrollinson@greenacrescontracting.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Green Acres Contracting Co., Inc

(Company)

 Supervisor

(Authorized Signature) (Representative Name, Title)

ROBERT N ROLLINSON JR

(Printed Name and Title of Authorized Representative)

08/11/2021

(Date)

(724) 887-8096 (724) 887-8111
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Green Acres Contracting Co, Inc

Authorized Signature: [Handwritten Signature] Date: 08/11/2021

State of Pennsylvania

County of Westmoreland, to-wit:

Taken, subscribed, and sworn to before me this 11th day of August, 2021.

My Commission expires Aug 4, 2025.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Seal
Grace A. Riley, Notary Public
Westmoreland County
My commission expires August 4, 2025
Commission number 1318570
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

[Handwritten Signature: Grace A. Riley]
Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION
Replacement Impact Attenuator and Installation

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. COMPLETION:

11.1 Deadline: Vendor shall complete all work described within sixty (60) Calendar Days after receiving a Notice to Proceed. Work shall not be started until Notice to Proceed is received from the Agency.

11.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if completion of the work will be delayed for any reason. Any delay in completion will be grounds for cancellation of the Contract, and/or having the work performed by a third party.

The Vendor shall be subject to liquidated damages in the amount of \$300 for each Calendar day beyond the completion deadline that the work described is not completed in its' entirety. The work described herein is critical in nature and the liquidated damages described herein shall be enforced without exception. No time extension will be approved for this work.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robert Rollinson
Telephone Number: (724) 887-8096
Fax Number: (724)887-8111
Email Address: rrollinson@greenacrescontracting.com