



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia
Solicitation Response**

Proc Folder: 1257301
Solicitation Description: Addendum 2:10-24-B009 Steel Angle
Proc Type: Agency Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-08-08 14:30	SR 0803 ESR08042300000000421	1

VENDOR
VS0000043302
Ackerman & Baynes LLC

Solicitation Number: ARFQ 0803 DOT2400000005
Total Bid: 64979
Response Date: 2023-08-04
Response Time: 14:44:00
Comments:

FOR INFORMATION CONTACT THE BUYER

Amber J Heath
304-414-7105
amber.j.heath@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Angle 4 X 4 X 1/2" X 20'	72800.000	LB	0.880000	64064.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Commodity Line Comments: This price is inclusive of both prices, must opt for both line items.

Extended Description:

Angle 4 X 4 X 1/2" X 20'

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Angle 2" X 2" X 3/16" X 20'	1220.0000	LB	0.750000	915.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Commodity Line Comments: This price is inclusive of both prices, must opt for both line items.

Extended Description:

Angle 2" X 2" X 3/16" X 20'

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.

Dan Bartelt Project Manager
(Printed Name and Title)
4211 Erdman Ave Baltimore MD 21213
(Address)
410-342-2216 ext. 107 FAX 410-563-3971
(Phone Number) / (Fax Number)
dan.bartelt@ackbay.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WYOASIS, 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Ackerman & Baynes LLC
(Company)

Dan Bartelt
(Signature of Authorized Representative)


Dan Bartelt Project Manager
(Printed Name and Title of Authorized Representative)

8-4-23
(Date)

410-342-2216 Ext. 107 FAX 410-563-3971
(Phone Number) (Fax Number)

Exhibit A - Pricing Page

One Time Purchase of Steel Angle at D10

Item Number	Quantity	Unit of Measure	Description	Unit Cost	Total
1	72800	LB	Angle, 4" x 4" X 1/2" X 20'	\$ 0.88	\$ 64,064.00
2	1220	LB	Angle, 2" x 2" x 3/16" x 20'	\$ 0.75	\$ 915.00
Grand Total					\$ 64,979.00

Handwritten notes:
 2-17-08
 H. J. ...
 2/17/08



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1257301			Reason for Modification: Addendum 2
Doc Description: Addendum 2:10-24-B009 Steel Angle			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-04	2023-08-08 14:30	ARFQ 0803 DOT2400000005	3

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
DIVISION OF HIGHWAYS
BLDG 5, RM A-317
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000043302
Vendor Name : Ackerman & Baynes

Address : 4211

Street : Erdman Ave

City : Baltimore

State : MD

Country :
U.S.

Zip : 21213

Principal Contact : Dan Bartelt

Vendor Contact Phone: 410-342-2216
Extension: 107

FOR INFORMATION CONTACT THE BUYER

Amber J Heath
304-414-7105
amber.j.heath@wv.gov

Vendor Signature X



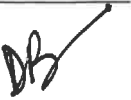
FEIN#

83-0420473

DATE

08-04-2023

It offers subject to all terms and conditions contained in this solicitation



ADDITIONAL INFORMATION

ADDENDUM 2:

IS ISSUED TO GIVE RESPONSES TO QUESTIONS FROM VENDORS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT TEN		DISTRICT TEN	
270 HARDWOOD LN		270 HARDWOOD LN	
PRINCETON WV		PRINCETON WV	
US		US	

** Must select both line 1 & line 2 to receive unit pricing for both.*

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Angle 4 X 4 X 1/2" X 20'	72800.00000	LB	\$.88	\$64,064.00

Comm Code	Manufacturer	Specification	Model #
30101504		<i>A709 Grade 50 steel per specs.</i>	

Extended Description:
Angle 4 X 4 X 1/2" X 20'

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT TEN		DISTRICT TEN	
270 HARDWOOD LN		270 HARDWOOD LN	
PRINCETON WV		PRINCETON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Angle 2" X 2" X 3/16" X 20'	1220.00000	LB	\$.75	\$915.00

Comm Code	Manufacturer	Specification	Model #
30101504		<i>A709 Grade 50 steel per specs.</i>	

Extended Description:
Angle 2" X 2" X 3/16" X 20'

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due at 10:00am ET	2023-08-02

DB

SOLICITATION NUMBER: ARFQ DOT2400000005
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 2 is issued for the following reasons:

1. To attach the vendor questions and responses

No other changes

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

ATTACHMENT A

Handwritten signature or initials, possibly 'DB', with a diagonal line extending upwards and to the right.

ARFQ DOT2400000005 – Steel Angle for D10

Question 1: Line one is asking for 72,800 lbs of 4"x4"x1/2" Steel Angle x 20" long which I can quote these cut to length no problem but I figured maybe it was a typo and you needed 20' pieces.

Response 1: Yes, it was a typo. We need 20' pieces.

Question 2: I will be bidding on your RFQ for the steel angle. I know I missed the RFI deadline, but just noticed on LINE 2 that you are calling for 2" x 2' x 3/16" x 20' steel angle. Is this a typo and should be 2" x 2" stock angle? Or are you actually looking to have steel plate fabricated/bent to 2" x 2' (feet and not inches)?

Response 2: Yes, it is a typo. We need 2" X 2"

DB

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2300000005

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 checked="" 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.

Ackerman & Baynes, LLC

Company



Authorized Signature

8-4-23

Date

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



August 4, 2023

To Whom It May Concern:

Thank you for the opportunity to bid on your steel angle project. The process seems quite simple so far and your site is very user-friendly.

I just wanted to make you aware that we are a DBE/WBE/MBE LLC and registered with the State of West Virginia DOT. I wanted to make sure I disclosed that to you, as I believe you are supposed to disclose that in any state when bidding.

I look forward to bidding more projects with you in the near future. Thank you very much for your time.

Sincerely,

A handwritten signature in blue ink that reads "Dan Bartelt". The signature is stylized with a large, looping "D" and "B", and a long horizontal line extending to the right.

Dan Bartelt

Ackerman & Baynes, LLC

Project Manager

Ackerman and Baynes, LLC
4211-15 Erdman Avenue
Baltimore, MD 21213

Website: www.ackbay.com
E-mail: dan.bartelt@ackbay.com
Phone: 410-342-2216 Ext 107
Fax: 410-563-3971

ab



MD Certified MBE/WBE/DBE Minority Business Enterprise #06-233



American Welding & Society
AmLJIUCOMPANY MEMBER

NAME: State Of West Virginia

DATE: 8-4-23

ATTENTION: Amber Heath

QUOTE NO.: Q12935-0
ARFQ 0803 DOT2400000005

EMAIL: amber.j.heath@wv.gov

PROJECT: 2x2 & 4x4 Steel Angles

We are submitting the following quotation based on Ackerman and Baynes LLC interpretation of the info & specs furnished on WVOasis, subject to the conditions stated herein.

We propose to furnish material for fabrication equal to size and width, power tool clean, and have available for delivery to (270 Hardwood Lane, Princeton, WV):

#001

72,800.00lbs EA

Angle (L) 4" x 4" x 1/2" x 20' Long, ASTM A709 Grade 50 steel @ \$.88/lb.

Quote \$64,064.00
+Plus any applicable taxes & fees.

INT. _____

#002

1,220.00lbs EA

Angle (L) 2" x 2" x 3/16" x 20' Long, ASTM A709 Grade 50 steel @ \$.75/lb.

Quote \$915.00
+Plus any applicable taxes & fees.

INT. _____

*Please Note: both above prices are inclusive of one another. You must select both options in order to received per unit pricing.

Ackerman & Baynes, LLC Terms & Conditions (Known as the Seller)

PLEASE NOTE:

1. The price quotation issued by Seller to which these Terms and Conditions are appended ("Quote") must be accepted in writing by the Buyer within ten (10) days of the date of the Quote. In the event that the Buyer does not accept the Quote in writing within ten (10) days of the date of the Quote, the offer shall be automatically revoked without any further notice by the Seller. Once the Quote has been accepted by Buyer, Buyer may not cancel the order or modify the requested Product, except with the written consent of Seller.
2. Any sales tax, use tax, or other taxes applicable to the commodities or services in the Quote are not included and the Buyer will defray any such taxes not shown. Tax exemption certificate must be presented at or prior to purchase to have applicable sales taxes excluded.
3. Unless otherwise specified in the Quote or mutually agreed upon in writing, payment is due within thirty (30) days of the date of the invoice. Seller's payment terms are not reliant on, and shall in no way be affected by, a project owner's payment to Buyer. Past due invoices are subject to a service charge of 1-1/2% per month, or the maximum rate permitted by applicable law. Failure to make timely payment shall constitute a material breach and the Seller's performance of any remaining obligations under the Quote shall be forgiven.
4. Receipt of stamped and/or approved drawings authorizes Seller to produce the Products unless stated otherwise by Buyer in writing. Product is billable upon readiness to ship.
5. Pricing is based on current material costs and availability. Due to the dramatic increases in steel, chemical & petroleum-based products costs, Seller reserves the right to modify the pricing once stamped and or approved shop drawings are received and or released for production. In the event that material costs increase by more than ten percent between the date of this quote and the date that the Seller receives stamped and or approved shop drawings and or released for production from the Buyer, then either Party may, at its option, terminate this quote. In the event of termination, the Buyer shall reimburse the Seller for any out-of-pocket costs actually incurred as of the date of termination.
6. No retainage requirements on Buyer shall affect Buyer's payment of the Purchase Price and Seller does not consent to any retainage.
7. Any quote and/or Buyer's purchase order for Products in excess of \$100,000.00 will require progress billings. Progress billings shall be submitted and paid as follows: (i) fifteen percent (15%) of the Purchase Price paid to Seller upon the earlier of the submission of drawings for approval or drawings released for production, ; (ii) thirty-five percent (35%) of the Purchase Price paid to Seller upon Seller's receipt of major raw material; and (iii) the remaining fifty percent (50%) of the Purchase Price paid to Seller upon Seller's readiness to ship the Products to Buyer.
8. If Quote includes shop drawings, the drawings will be supplied electronically in PDF format. If there are any customer revisions to shop drawings, the cost of extra detailing will be billed separately.
9. If delivery is included in the Quote, full freight allowed with 1 daytime delivery(s) is included in this quote. Additional deliveries can be negotiated, and Buyer is responsible for unloading.
10. The Quote is for fabrication of the Products only, and specifically excludes installation, field welding, field measurement, templates, samples, testing or Engineer's Stamp.
11. The Quote does not include engineering, engineers stamp on shop drawings, calculations on structural steel connections, field dimensions, testing, inspection, rails or clips, load indicator bolts with washers, adhesive anchors, Hilti anchors, expansion anchors, steel joist, temporary support steel, grout, metal studs, lintels, unloading, sandblasting, erection, and/or any penalty clauses.
12. The Quote will constitute Seller's representation that the Purchase Price quoted is based on Seller's standard shop tolerances of +/- 1/8" in lieu of published tolerances and upon exact data furnished by the inquirer and do not include vague or otherwise implied items not shown on the drawings and/or specifications furnished by others.
13. In addition to these Quote specific Terms & Conditions, Ackerman & Baynes General Terms & Conditions are incorporated into this Quote, which can be accessed and reviewed using the following website link: <https://ackbay.com/general-terms-conditions>.

LEAD TIME: Approximately 7-10 business days for fabrication & delivery (shop volume may vary based on date of receipt of signed quote). Lead-times may be modified based on capacity at time of production release.

TERMS: *Net 30 days - To pre-approved accounts. Past due invoices are subject to a service charge of 1-1/2% per month or 18% per annum.*

This quotation will constitute our representation that the prices quoted are based on Ackerman and Baynes LLC standard shop tolerances of +/- 1/8" in lieu of published tolerances and upon exact data furnished by the inquirer and do not include vague or otherwise implied items not shown on the drawings and/or specifications furnished by others. Any sales tax, user tax, or other taxes applicable to the commodities or services pertinent to this quotation are not included and it is understood that the customer will defray any such taxes not shown. It is further agreed that if customer should breach this agreement, including the agreement to make prompt payment, customer will pay all costs incurred by Ackerman and Baynes LLC (including but not limited to legal fees and court costs) in enforcing the provisions of this agreement.

TOTAL CONTRACT AMOUNT.....\$64,979.00

This offer is valid for 10 days from today's date (8/4/23).

Accepted by **X** _____

Date: _____

Please let me know if you have any questions or concerns.

Regards,



Daniel J. Bartelt
Project Manager - Sales