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

# Request for Quotation

DRS080614

PAGE

\*\*\*\*\*ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

SHELLY MURRAY 304-558-8801

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DIV OF REHABILITATION SERVICES WV REHABILITATION CENTER ATTENTION: RECEIVING

INSTITUTE, WV

25112

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# 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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: 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.

#### SIGNED BID TO:

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



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

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/10/2008 BID OPENING DATE: 03/27/2008 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ALL OF THE INTEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. ) BUILDER'S RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/ MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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#### Specifications:

- 1. Generator shall provide 85 kW continuous power without overheating
- 2. Generator shall have maximum engine speed of 1800 RPM
- Natural gas
- 4. 225 amps
- 5. 208/120 volts
- 6. 3 pole (solid neutral) pole configuration
- 7. 60 Hertz
- 8. Three Phase, 4-wire THHN 4/0, with 1/0 insulated ground
- 9. Type 3R Enclosure, intended for outdoor use (dustproof and rainproof, IEC type IP34 or equal)
- 10. 12V, Genset starting voltage
- 11. 2 Amps, 12/24 volt battery charger
- 12. 1-year basic warranty parts and labor
- 13. Torque-matched system including heavy-duty 4-cycle spark-ignited natural gas engine with electronic governor, AC alternator with high motor-starting kVA capacity, electronic voltage regulator; must accept 100% of the nameplate standby rating in one step, in compliance with NFPA 110 requirements
- 14. Engine options to include oil drain kit, exhaust rain cap kit, flexible fuel lines, and block heater with thermostat
- 15. Unit options to include line circuit breaker for protection of machine; weather housings, and factor on-site start up and test
- 16. Digital electronic control which combines engine and alternator controls; provides total generator set system integration, including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, AmpSentry, or equal, protection, output metering, auto-shutdown at fault detection; must meet NFPA 110 requirements and be UL listed to UL508
- 17. Generator set will be UL Listed to UL2200 and include AC entrance box, battery, and battery charger
- 18. Alternator with selectable motor-starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads, fault-clearing short-circuit capability, and class H insulation
- 19. Cooling package providing reliable running at up to 40 degrees Celsius ambient temperature
- 20. Integral vibration isolation via skid base supporting the engine, alternator, and radiator on isolators, minimizing transmitted vibration
- 21. E-coat finish with dual electro-deposition paint system
- 22. Meter panel with gauges for water temperature and oil temperature

#### **Contractor will:**

- 23. Remove and dispose of existing 45 kVA generator
- 24. Disconnect existing 200 Amp power circuit
- 25. Pull out and dispose of existing 3/0 power circuit (approximately 50 feet)

- 26. Remove and dispose of existing 2" conduit and flex at generator (approximately 10 feet)
- 27. Remove and dispose of existing ¾" annunciator circuit, panel and wire (approximately 60 feet)
- 28. Remove and dispose of existing 300 gallon tank
- 29. Remove and dispose of spoils around existing tank
- 30. Provide and set new generator pad, 5' x 10' x 8' deep
- 31. Set new 85 kW generator specified above
- 32. Furnish materials and install generator grounding utilizing four (4) copper clad steel ground rods, each ¾" x 10'
- 33. Furnish equipment, excavate and backfill 24" x 24" ductbank trench approximately 50 feet in length from building to generator
- 34. Furnish materials and install new 300 amp feed to generator utilizing 150 feet of 3" Schedule 40 PVC conduit, with approximately 50 feet from generator to building encased in concrete
- 35. Furnish materials and install new controls circuit (transfer switch to generator set) utilizing 150 feet of 1" Schedule 40 PVC conduit, with approximately 50 feet from generator to building encased in concrete
- 36. Furnish materials and install new block heater and battery charger circuit utilizing 150 feet of 1" Schedule 40 PVC conduit, with approximately 50 feet from generator to building encased in concrete
- 37. Furnish materials and install new annunciator circuit and panel utilizing 150 feet of 1" Schedule 40 PVC conduit, with approximately 50 feet from generator to building encased in concrete
- 38. Furnish materials and install 300 Amp feed for transfer switch to enclosed breakers utilizing 150 feet of 3" EMT conduit
- 39. Supply and install 120/208V, 300 Amp Emergency Panelboard, Nema 12, 30 Ckt
- 40. Supply and connect flexible gas line from generator to main supply line provided by owner
- 41. Furnish materials and tag all termination circuits
- 42. Check rotation before and after installation
- 43. With exception of supplying the natural gas line to the generator, furnish all labor, materials, equipment, freight and services necessary for and incidental to furnishing complete installation of the generator and all items specified.

#### Owner will:

44. Supply fuel system plumbed for the rating requirements of the generator.

Successful vendor must have a certified technician available to respond within 12 hours for any repairs.

To provide and install Cummins Power Generation 125 kW Spark-Ignited Generator Set, Model GGLA 60 Hz, or equal, to serve the <u>F. Ray Power Building</u> at the WV Division of Rehabilitation Services Complex located at Barron Drive, Institute, WV.

### **Specifications:**

- 45. Generator shall provide 125 kW continuous power without overheating
- 46. Generator shall have maximum engine speed of 1800 RPM
- 47. Natural gas
- 48. 225 amps
- 49. 480/277 volts
- 50. 3 pole (solid neutral) pole configuration
- 51. 60 Hertz
- 52. Three Phase, 4-wire THHN 1/0, with #6 insulated ground
- 53. Type 3R Enclosure, intended for outdoor use (dustproof and rainproof, IEC type IP34 or equal)
- 54. 12V, Genset starting voltage
- 55. 2 Amps, 12/24 volt battery charger
- 56. 1-year basic warranty parts and labor
- 57. Torque-matched system including heavy-duty 4-cycle spark-ignited natural gas engine with electronic governor, AC alternator with high motor-starting kVA capacity, electronic voltage regulator; must accept 100% of the nameplate standby rating in one step, in compliance with NFPA 110 requirements
- 58. Engine options to include oil drain kit, exhaust rain cap kit, flexible fuel lines, and block heater with thermostat
- 59. Unit options to include line circuit breaker for protection of machine; weather housings, and factor on-site start up and test
- 60. Transfer switch options to include time delay on transfer from normal to standby (adjustable 0.6 to 60 seconds); time delay on engine starting (adjustable 3 to 20 seconds); time delay transfer from standby to normal (adjustable 1 to 30 minutes); time delay for engine cool down (adjustable 1 to 30 minutes); plant exerciser (14 day 30 minute increments) with a two-position selector switch (load/no load); green pilot light to indicate normal supply; red pilot light to indicate standby supply is present; solid-state, automatic, adjustable float battery charger; voltage surge protection using MOV plus solid-state silicon junction design; neutral lug assembly
- 61. Digital electronic control which combines engine and alternator controls; provides total generator set system integration, including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, AmpSentry, or equal, protection, output metering, auto-shutdown at fault detection; must meet NFPA 110 requirements and be UL listed to UL508
- 62. Generator set will be UL Listed to UL2200 and include AC entrance box, battery, and battery charger

- 63. Alternator with selectable motor-starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads, fault-clearing short-circuit capability, class H insulation, and UL 1446 recognized electrical insulation system
- 64. Cooling package providing reliable running at the standby and prime rating, at up to 50 degrees Celsius ambient temperature
- 65. Integral vibration isolation via skid base supporting the engine, alternator, and radiator on isolators, minimizing transmitted vibration
- 66. E-coat finish with dual electro-deposition paint system
- 67. Exhaust system with pipe and noise attenuation to raise above building top
- 68. Meter panel with gauges for water temperature and oil temperature

#### **Contractor will:**

- 69. Remove and dispose of existing 75 kVA generator
- 70. Set new 125 kW generator specified above using existing pad
- 71. Furnish materials and install exhaust system from generator to above building top
- 72. Remove 100 Amp automatic throwover switch
- 73. Provide and install new 200 Amp transfer switch
- 74. Supply and install 40 circuit, 200 Amp, 3 pole emergency panel
- 75. Disconnect existing 200 Amp power circuit
- 76. Pull out and dispose of existing #1 power circuit
- 77. Remove and dispose of existing tank and fuel
- 78. Furnish materials and install generator grounding utilizing four (4) copper clad steel ground rods, each ¾" x 10'
- 79. Furnish materials and install new block heater and battery charger circuit utilizing existing 1" conduit
- 80. Supply and connect flexible gas line from generator to main supply line provided by owner
- 81. Furnish materials and tag all termination circuits
- 82. Check rotation before and after installation
- 83. With exception of supplying the natural gas line to the generator, furnish all labor, materials, equipment, freight and services necessary for and incidental to furnishing complete installation of the generator and all items specified.

#### Owner will:

84. Supply fuel system plumbed for the rating requirements of the generator.

Successful vendor must have a certified technician available to respond within 12 hours for any repairs.

RFQ No.	DRS080614
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# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

#### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:		
Authorized Signature:	Date:	

Purchasing Affidavit (Revised 06/15/07)