



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
DCH09029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY  
 GRAVE CREEK ARCHEOLOGY COMPLEX  
 801 JEFFERSON AVENUE  
 PO BOX 527  
 MOUNDSVILLE, WV  
 26041 304-558-0220

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2008				

BID OPENING DATE: 11/26/2008 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 4 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS AND CONCERNS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 10/17/2008.						
ATTACHMENT: QUESTIONS AND RESPONSES						
THE BID OPENING DATE HAS BEEN CHANGED:						
FROM: 11/12/2008						
TO : 11/26/2008						
----- END OF ADDENDUM NO. 4 -----						

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. 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 fee.
5. 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.
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 Virginia 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

DCH09029

Addendum No. 4

Q. Does the new generator have a remote radiator?

A. No the new generator does not have a remote radiator. It was determined that an integral radiator was sufficient.

Q. Can the battery charger be a 5 amp charger? I have attached a spec sheet of Caterpillar's 5 amp battery charger.

A. Yes, the Caterpillar PBC3UL (5 amps) charger is acceptable.

Q. Caterpillar's standard warranty for standby is 24 months/1000 hours and for emergency standby applications the warranty is 24 months/400 hours. Will this be acceptable for this project? I do not know of any manufacturer having a standard warranty of 24 months/3000 hours. If necessary, we can provide Extended Service Coverage that will cover 3000 hours, however, it will cost more.

A. A warranty of Twenty Four (24) Months/3000 hours is what is called for in the specification.

Q. Is a mechanical non adjustable governor acceptable?

A. A non adjustable governor is not acceptable in this application.

Q. Does the transfer switch need a NEMA 1 (indoor) or a NEMA 3R (outdoor) enclosure?

A. The transfer switch can be contained with in a NEMA 1 (Indoor) enclosure.

Q. Caterpillar's 24 hour fuel tank for this size generator is 54 gallons, will this be acceptable?

A. A one hundred five (105) gallon sub base tank is what is called for in the specification. However, the owner will allow a +/- five (5) gallon variance in the sub-base tank capacity.

Q. I have noticed in the specs under Generator section iv that it states a 480v 125amp breaker but the generator is to be 208v. Just wanted to clarify what voltage this is to be?

- A. I contacted staff at the site to re-confirm voltage; the Gen set plate reads "208-480V". I then had GCAC Staff trace the circuit thru the existing ATF switch to the actual panel that the GenSet would deliver power to. The panel is listed as "480 Volts-100 AMP-3 Phase". Therefore, the Gen set is to be rated at 480 ACV.
- Q. Who is responsible for supplying fuel?
- A. Fuel: Vendor to refer to the Specification: Section 4) Additional Information: a) "Diesel fuel is to be supplied by Agency.... The Vendor is to notify the Agency in advance when the fuel is needed for testing and commissioning."
- Q. In the specification it says that the old equipment will be moved to a holding area; where is the holding area?
- A. The holding area will be inside the machine room (Room 100) placement to be coordinated by Grave Creek Staff.
- Q. (A vendor has submitted an alternate product for consideration) Is a Cummins 4BT3.3 Diesel Generator Set acceptable?
- A. After a comparison with the specification, this generator set is acceptable provided it meets the warranty requirements; and the manufacturer can supply the digital controller, adjustable isochronous governor, the integral radiator, and the sub-base tank as indicated in the above responses to questions and the original specification