



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  
 DCH09068

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  
 WV INDEPENDENCE HALL  
 1528 MARKET STREET  
 WHEELING, WV  
 26003-3532 304-238-1300

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/27/2009				

BID OPENING DATE: 03/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO MAKE MODIFICATIONS TO THE SPECIFICATIONS AND TO ADDRESS THE QUESTIONS SUBMITTED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 02/23/2009						
ATTACHMENTS: DRAWING PRE-BID SIGN IN SHEET						
THE BID OPENING DATE REMAINS 03/19/2009						
----- END OF ADDENDUM NO. 1 -----						

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

**DCH09068****ADDENDUM #1**

The following items revise the bidding document drawings and specifications dated January 13, 2009.

**2.0 SPECIFICATIONS****2.01 SPECIFICATION SECTION 012300**

Specification Section 012300, G: ADD

- G: Provide a deduct alternate price for installing a controls system other than Andover Controls Corporation.

**2.02 SPECIFICATION SECTION 230700**

Specification Section 230700, 3.12, C: DELETE

**2.03 SPECIFICATION SECTION 230900**

Specification Section 230900, 1.4: ADD:

- H: The DDC system shall be integrated into the existing Andover controls system at the WV Division of Culture and History.

Specification Section 230900, 2.1, A: CHANGE:

1. Basis-of-Design Product: Subject to compliance with requirements, provide an Andover Controls Corporation system. A product by an equivalent manufacturer listed in section 2.2, A may be submitted as a deduct alternate.

**2.04 SPECIFICATION SECTION 236200**

Specification Section 236200, 2.1, D: CHANGE

- D: Refrigerant: R-410A or R-22

**3.0 DRAWINGS**

ADD: Drawing AD1.01 (attached)

**QUESTIONS FROM BIDDERS**

1. *Spec. Section 233113 Duct schedule 3.7- A liner, states that the ductwork will have 1" liner for the first 15' from the air handler. On drawing H1.01 note 3 states that all new supply duct to have ½" liner. Insulation specification 230700 – 3.12 states that concealed duct work to be insulated with 1 ½" mineral fiber blanket. Could you clarify as to which ductwork systems get wrapped and which ones get lined?*

- A) The first 15' of supply duct off of the air handler shall be lined with 1". All new supply duct beyond that shall be lined with ½". Existing to remain supply and return ducts shall be cleaned and treated according to specifications. All new exhaust, outside air and return duct shall be insulated with 1.5" insulation.
2. *Drawing HD1.01 notes #9 and #11 mention removing fire dampers. Are the fire dampers located at the existing grills or at the floor level?*
- A) The fire dampers are horizontal and installed approximately 6" below the bottom of the existing supply grille location.
3. *Who will address moving furniture and artifacts in the spaces?*
- A) The Independence Hall staff will be responsible for moving furniture and artifacts from rooms. The contractors must coordinate with the staff and give them ample notice of when they intend to start working in an area. The contractors will be responsible for covering and protecting surfaces that cannot be moved.

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: 0CH09068 Date: 2/18/09

<u>Firm &amp; Representative Name</u>	<u>Mailing Address</u>	<u>Telephone &amp; FAX Numbers</u>
1. <u>MARK W. LYNCH</u> <u>CULTURE &amp; HISTORY</u>	<u>1900 KANAWHA BLVD. E.</u> <u>CHARLESTON, WV 25305</u>	T: <u>304-558-0220</u> F: <u>304-558-2779</u>
2. <u>Michael Kucera</u> <u>Kucera Plumbing LLC</u>	<u>PO Box 195</u> <u>Bellmead Ohio</u>	T: <u>740-671-8239</u> F: <u>&lt;</u>
3. <u>Bob Hickie</u> <u>Buckeye Mech.</u>	<u>Buckeye 2325 Top Rd 370</u> <u>Township, OH</u>	T: <u>740 282 0089</u> F: <u>740 282 0089</u>
4. <u>CHRIS BARCLAY</u> <u>CATRELL CO. INC.</u>	<u>1025 MARKET ST.</u> <u>WHEELING WV 26003</u>	T: <u>304-233-0010</u> F: <u>304-233-0566</u>
5. <u>BRAD CROW</u> <u>McKINLEY ASSOC.</u>		T: _____ F: _____
6. <u>MIKE MCCLEARY</u> <u>H.E. Newman</u>	<u>2100 middle creek Rd</u> <u>Trindelphos, WV 26057</u>	T: <u>304-232-3040</u> F: <u>232-7858</u>
7. <u>RICK LUGAZLA</u> <u>LMI</u>	<u>406 Parkway view Drive</u> <u>Pg 1 PA 15205</u>	T: <u>412-788-4311</u> F: <u>412-788-4314</u>
8. <u>Travis Petri</u> <u>McKinley - Assoc.</u>		T: _____ F: _____
9. <u>Greg Gantzer</u> <u>A E Peiley</u>	<u>PO Box 6746</u> <u>176 17th St</u> <u>WV WV 26003</u>	T: <u>304 233 4444</u> F: <u>5555</u>
10. <u>MELISSA BROWN</u> <u>CULTURE &amp; HIST</u>		T: <u>304-238-1300</u> F: <u>238-1302</u>

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: 0409068 Date: 2/18/09

Firm & Representative Name

Mailing Address

Telephone & FAX Numbers

1. JIM LEMASTERS  
UNITED ELECTRIC

35-18<sup>TH</sup> STREET  
W46 WV 26003

T: 304 232-1330  
F: 304-232-5850

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