



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  
 GSD096406

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FIVE - HIGHWAYS  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/28/2009				

BID OPENING DATE: 02/05/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE PRE-BID ATTENDEE LIST,		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE 01/15/2009 DEADLINE FOR QUESTIONS,		
				3.) ADD REVISED EAST WING PROPOSED ELECTRICAL ROOM DRAWING,		
				4.) DELETE THE FOLLOWING LANGUAGE:		
				"WEST VIRGINIA CODE 21-D-5 PROVIDES THAT: ANY SOLIITATION FOR A PUBLIC IMPORVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION FO SUCH BID."		
				AND REPLACE WITH:		
				"WEST VIRGINIA CODE 21-D-5 PROVIDES THAT: ANY SOLIITATION FOR A PUBLIC IMPORVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISION		

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



**SIGN IN SHEET**  
 PLEASE PRINT

Request for Proposal No. 650096406

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Master Service Mid Atlantic</u>	<u>1403 Livingston Ave</u>	PHONE <u>304-636-8170</u>
Rep: <u>Patrick Smith</u>	<u>PO Box 2917</u>	TOLL FREE
Email Address: <u>pat.smith.msma@verizon.net</u>	<u>Elkins WV 26241</u>	FAX <u>304-636-8206</u>
Company: <u>BROWN ELECTRIC</u>	<u>1100 CHARLES AVE.</u>	PHONE <u>304-768-0407</u>
Rep: <u>BILL SAMPLES</u>	<u>DUNBAR WV 25064</u>	TOLL FREE
Email Address: <u>wsamples@brownelec.com</u>		FAX <u>304-768-0426</u>
Company: <u>Brown Electric</u>	<u>1100 Charles Ave.</u>	PHONE <u>304 768-0407</u>
Rep: <u>Brian Christian</u>	<u>Dunbar WV, 25064</u>	TOLL FREE
Email Address: <u>bchristian@brownelec.com</u>		FAX <u>304 768-0426</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

**SIGN IN SHEET**  
PLEASE PRINT

Request for Proposal No. 650076406

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pritchard Electric Co.</u>	<u>2425 8th Avenue</u>	PHONE <u>304-529-2566 (x19)</u>
Rep: <u>Jerry Grubbs</u>	<u>Huntington WV 25703</u>	TOLL FREE <u>877-457-8904</u>
Email Address: <u>jerry.grubbs@pritchardelectric.com</u>		FAX <u>304-529-2567</u>
Company: <u>CITY ELECTRIC CO</u>	<u>1550 CHARLESTON WV 25362</u>	PHONE <u>304 345 6150</u>
Rep: <u>BOB SHORT</u>		TOLL FREE
Email Address: <u>BSHORT@CITYELECTRIC.WV.COM</u>		FAX <u>304 345 6151</u>
Company: <u>GE CEI</u>		PHONE <u>304-743-0238</u>
Rep: <u>Steve Lawrence</u>		TOLL FREE
Email Address: <u>Steve.Lawrence@GE.Com</u>		FAX <u>304-743-0248</u>
Company: <u>GEXPRO</u>		PHONE <u>304 755 6860</u>
Rep: <u>PAUL CANTRELL</u>		TOLL FREE
Email Address: <u>PAUL.CANTRELL@GEXPRO.COM</u>		FAX <u>304 755 6871</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

**SIGN IN SHEET**

PLEASE PRINT

Request for Proposal No. 650096406

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>Summit Electric</u>	<u>P.O. Box 254</u>	PHONE <u>304 562 7091</u>
Rep: <u>Danny Mullins</u>	<u>Huckare WV.</u>	TOLL FREE
Email Address:		FAX <u>304 562-7137</u>
Company: <u>Danhill Const. Co.</u>	<u>P.O. Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>Dan Hill</u>	<u>Gauley Bridge, W. Va</u>	TOLL FREE
Email Address: <u>Rdanhill@hotmail.com</u>	<u>25085</u>	FAX <u>304-632-1501</u>
Company: <u>McBrayer Electric, Inc</u>	<u>P.O. Box 381</u>	PHONE <u>(304) 722-1915</u>
Rep: <u>Dee McBrayer</u>	<u>Scott Depot, WV. 25560</u>	TOLL FREE
Email Address: <u>me-electric@verizon.net</u>		FAX <u>(304) 722-1916</u>
Company: <u>PROGRESSIVE ELECTRIC</u>	<u>PO Box 3695</u>	PHONE <u>304-345-1253</u>
Rep: <u>DANE SHUROW</u>		TOLL FREE
Email Address: <u>D.SHUROW@WEWIREL.COM</u>		FAX <u>304-345-1256</u>
Company: <u><del>Progressive Electric</del> Progressive Elec.</u>	<u>R.O. Box 3695</u>	PHONE <u>304-345-1253</u>
Rep: <u>Randy Rhodes</u>		TOLL FREE
Email Address: <u>RRHODE@WEWIREL.COM</u>		FAX <u>304-345-1256</u>

**REQUEST FOR QUOTATIONS #GSD096406**  
**FOR REPLACING TRANSFORMERS, SWITCHBOARDS AND OTHER**  
**ASSOCIATED ELECTRICAL EQUIPMENT**

**Technical Questions & Answers**

**Question#1:** Can a more detailed specification for the fire-rated doors be provided?

**Answer#1:** In an effort to coordinate the design of the doors being installed as part of this project, the Agency requires the following double doors be installed (or their equal):

Manufacturer: Curries : "Label Doors and Frames" in the two-panel (one above, one below) style, with frames in the Model#275 style, providing a 90-minute fire rating (the RFQ, in the Phase II and Phase III Scope of Work sections, refers to a two-hour rated door being required, but the actual requirement is this 90-minute rating). The #275 frames match existing frames of both East and West Wing hallways. Any substitute frame is to match the molding design of those already in place. Door hardware must be Corbin Russwin (or equal) with brass finishes to match existing. It is understood that the lead time for doors of this type is high, but no higher than other equipment covered by this request. Doors are not be painted as part of this project.

**Question#2:** No light fixtures are shown in the transformer vault to be created in EB61. Can you provide a drawing showing the location of the fixtures?

**Answer#2:** Please see attached drawing. All fixtures should be for two (2) 4' long, T5 H(igh)O(utput) fluorescent tubes, the fixtures being supplied with wire guard covers. In the original drawing provided for the proposed layout of the rooms of WB04 and WB05, please consider each drawn 8' fixture to be two of these 4' fixtures, butted end-to-end to approximate an 8' bar of lights.

**Question#3:** Are there liquidated damages on this project?

**Answer#3:** No.

**Question#4:** Is asbestos present in any of the project areas?

**Answer#4:** None is known to exist. However, if the Contractor were to encounter any during the project, immediate notification should be made to Dan Olthaus, Deputy Director, General Services Division. (304)558-2317.

**Question#5:** Is there any painting of floors or ceilings?

**Answer#5:** No.

**Question#6:** The specified transformers are 90" high in dimension; how are they to fit into 84" high doors?

**Answer#6:** All equipment is to be of the "knockdown" variety, allowing it to be moved into the designated locations through the specified doors.

**Question#7:** In the East Wing Transformer vault, is it acceptable to place junction boxes if the feeder lines are too short to reach the new equipment?

**Answer#7:** No. Per the drawings, the reorganization of the room and repositioning of equipment allows the feeder lines adequate length to reach the new units without requiring junction boxes.

**Question#8:** Will any pads be poured for the temporary transformers?

**Answer#8:** Given that the temporary transformers will be placed outside, and thus any pads for them will need to be removed upon project completion, the Agency strongly prefers that they are not poured.

**Question#9:** Is the curbing within WB05 to be removed?

**Answer#9:** Yes, flush to floor.

**Question#10:** Will the ductwork on the southern wall of the panel room in Phase I to be removed or relocated?

**Answer#10:** The ductwork should not be in the way of any installation, and will be removed by Owner if so.

**Question#11:** Will the existing sewer drain pipe in EB61 be removed or relocated as part of this project?

**Answer#11:** This pipe does not need to be removed or relocated to accomplish completion of this project. Were it to leak during the project, the Owner will be responsible for its removal and relocation.

**Question#12:** Are contractors required to use EMT or rigid conduit?

**Answer#12:** Rigid conduit is required in all instances.

**Question#13:** There is PVC conduit running between WB04 and WB05 that houses phone lines. Does this need removed as part of this project?

**Answer#13:** No. The Owner will be responsible for its removal.

**Question#14:** How long can power outages be?

**Answer#14:** All outages must be coordinated with the Owner. The expectation is that outages will be scheduled for weekends and holidays. The Owner will inform the Contractor as to what duration any scheduled outage can be.

**Question#15:** How long will submittals take to get approved?

**Answer#15:** It is the Owner's intent to expedite the submittal review process, understanding the inherent long lead time required of the equipment covered by this project.





State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_