



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
DEFK10012

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2010				

BID OPENING DATE: 06/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
ADDENDUM ISSUED FOR THE BLUEFIELD ARMORY LIGHTING PROJECT TO DISTRIBUTE THE VENDOR Q/A AND SPECIFICATION CLARIFICATIONS RESULTING FROM THE MANDATORY PRE-BID MEETING ON 04/20/2010.						
BID OPENING DATE AND TIME IS EXTENDED FROM 06/17/10 TO 06/23/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		910-65		
REMODELING AND ALTERATIONS						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

DEFK10012**Addendum #3****Bluefield Armory Lighting Project**

The following information is compiled from the Q/A & specification clarifications resulting from the mandatory on site pre-bid meeting held 04/20/2010 at 11:00am.

Q. How long will the contractor have to complete the project?

A. The contractor shall have ninety (90) days from the receipt of the issued contract from the State of West Virginia Purchasing Division. The ninety (90) days allows for fixture delivery.

Q. Can the contractor work four (4) ten (10) hour days?

A. Yes, but Mr. Eddie Greer, the facility caretaker, must be made aware of this arrangement.

Q. Does the acoustical ceiling contain asbestos?

A. No, there is no asbestos in the acoustical ceiling tile. The ceiling tile was tested by Pinnacle Environmental Consultants, Inc.

Q. Is there double switching in every room?

A. No, the rooms requiring double switching are indicated on the drawings.

Q. Can the contractor use gas, diesel, and propane inside the Armory?

A. No, only electric lifts or scaffolding may be used.

Q. Is the proposed lighting layout to be a "code layout"?

A. Yes, the new lighting was designed so the existing wiring shall accommodate the new lighting fixtures. Exit lighting is also to code.

Q. In order to gain access to the ceiling to run the circuits, will we need to make an access hole or is one provided?

A. An access hole is provided and the existing switch box can be used.

Clarifications of Site and/or Specifications

Contractor may utilize the provided on-site storage area for the removed lighting fixtures and deliver said fixtures to the State Surplus Unit in one delivery or multiple deliveries at the discretion of the contractor. However; Joe McClung must be contacted (304.561.6548) before any deliveries are made to the Surplus Unit to insure the proper retirement forms are completed and on file.

The new Type A fixture, as noted during the pre-bid, shall be connected by new wiring and conduit. This new circuit shall be dedicated and installed at the panel box at the location noted at the pre-bid.

The support for the spot light is a 1-1/2" black pipe installed per the length indicated on the plans. The height of the pipe from the floor is approximately 25'-0" and the distance from the front part of the stage is approximately 19'-0".

Per the drawings, circuits for the exterior lighting shall come from interior circuits located on the upper level of the facility. Each exterior light shall have individual photo-cell eyes.

DEFK10012
Addendum #3
Bluefield Armory Lighting Project
(cont.)

All removed lights not replaced by new fixtures shall be capped.

The OH fixture (indicated on drawing) description shall be M9700. Material to be aluminum, ceramic metal halide 150CM, Voltage 120, Distribution Narrow flood, Lens Flat lens clear, Conduit Entry 128 ½" NPT bottom, Lamped lamp installed, Black finish.

An exterior light (OA), located at a monument in front of the facility is to have an circuit installed in the panel box located on the block wall within the drill hall area as pointed out to the attendees at the pre-bid. Wiring and conduit are to be to code.

Clean up of debris shall be completed daily at the close of work.

The following company/manufacturer products/Models have been approved as equals to those scheduled or specified per the substitution request instructions and deadlines outlined in the original request for quotation advertisement and are acceptable substitutions for use in the bidding process for this project:

Lithonia Lighting
Hydrel Lighting
ETC Lighting
RAB Lighting
Copper Lighting
Widelite Lighting
Teron Lighting
Chloride Lighting
SRB Lighting
B-K Lighting
LSI Lighting