



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
AGR1107

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF AGRICULTURE
 ADMINISTRATIVE SERVICES
 BUILDING 2, ROOM 106
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: 12/16/2010 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 MANDATORY PRE-BID ATTENDEE LIST,						
2.) ANSWER TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (AGR1107)						
BID OPENING DATE REMAINS: 12/16/2010						
BID OPENING TIME REMAINS; 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		931-53		
LIGHTING UPGRADES AT GUS R. DOUGLAS CENTER						

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).



State of West Virginia
DEPARTMENT OF AGRICULTURE
Gus R. Douglass, Commissioner

Janet L. Fisher
Deputy Commissioner

Steve Hannah
Deputy Commissioner

ADDENDUM AGR1107

1. On page 13 of the RFQ under SCOPE OF WORK the sentence "Successful Bidder must complete all work two months after the issuance of a bid award" will now read, "Successful Bidder must complete all work 120 calendar days after the issuance of a bid award".
2. All existing restroom lighting fixtures that include exhaust capabilities will remain in place for exhaust purposes only. New lighting fixtures, as specified in the bid documents, will be placed as specified. The existing fixture and the new light fixture will both be controlled with the new occupancy sensor.
3. On page 17 of the RFQ under the heading "**5) INDOOR LIGHTING, EXTERIOR LIGHTING, AND EXIT/EMERGENCY FIXTURE SPECIFICATIONS** d) Exit sign replacement "-- add the following line: Seventy (70) Exit/Emergency Light Combo fixtures are located in eight (8) buildings. Those buildings and the fixture count are as follows:
 - a) Building 1 has 2 fixtures
 - b) Building 2 has 15 fixtures
 - c) Building 6 has 3 fixtures
 - d) Building 7 has 11 fixtures
 - e) Building 9 has 6 fixtures
 - f) Building 11 has 21 fixtures
 - g) Building 12 has 6 fixtures
 - h) Building 15 has 6 fixtures
4. On page 16 under the heading, "**5) INDOOR LIGHTING, EXTERIOR LIGHTING, AND EXIT/EMERGENCY FIXTURE SPECIFICATIONS**, a), line 3", the fixture indicates a 2 foot, 1 lamp fixture. This fixture should utilize a two lamp fixture. The line will now read:
 3. "2foot, 2lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-217A-UNV-ER81-U or equal".
5. All new and retrofitted fixtures will be fitted with lamps.
6. Lamp specifications for new fixtures are as follows:
 - a) 2 foot T-8 Fluorescent lamps shall be Sylvania lamp FO17/841/ECO or equal.
 - b) 3 foot T-8 Fluorescent lamps shall be Sylvania lamp FO25/841/ECO or equal.
 - c) 4 foot T-8 Fluorescent lamps shall be Sylvania lamp FO32/841/ECO or equal.
 - d) 4 foot T-5 Fluorescent lamps shall be Sylvania lamp FP54/841/HO/ECO or equal.
 - e) 13 Watt CFL lamps shall be Sylvania lamp CF13DS/841/ECO or equal.
 - f) 18 Watt CFL lamps shall be Sylvania lamp CF18DT/E/827/ECO or equal.
 - g) 26 Watt CFL lamps shall be Sylvania lamp CF26DT/E/IN/841/ECO or equal.
 - h) 42 Watt CFL lamps shall be Sylvania lamp CF42DT/E/IN/841/ECO or equal.



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DEPARTMENT OF AGRICULTURE
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AGR1107 TECHNICAL QUESTIONS AND ANSWERS

Question 1: Stated project time of 60 calendar days is not sufficient for completion of the lighting change out quantities. Please consider 120 calendar days, after a Notice to Proceed is issued following the preconstruction meeting.

Answer 1: The successful Bidder must complete all work within 120 calendar days after the issuance of a bid award.

Question 2: The project encompasses replacing of exit signs that are not illustrated on the drawings. Can a quantity be provided by the state's representative?

Answer 2: Replace (70) Exit/Emergency Light Combo fixtures that are located in eight (8) buildings. Those buildings and the fixture counts are as follows:

- a) Building 1 has 2 fixtures
- b) Building 2 has 15 fixtures
- c) Building 6 has 3 fixtures
- d) Building 7 has 11 fixtures
- e) Building 9 has 6 fixtures
- f) Building 11 has 21 fixtures
- g) Building 12 has 6 fixtures
- h) Building 15 has 6 fixtures

Question 3: Page 16 item 5.a.3 indicates 2-foot, 1-lamp lay-in fixture. Should this item be revised to 2-foot, 2-lamp fixture in order to match the drawings?

Answer 3: This fixture should utilize two lamps. The line will now read:

"2-foot, 2-lamp, lay-in fixtures, will be Cooper Lighting Metalux Catalog #2GR8-217A-UNV-ER81-U or equal".

Question 4: Please provide a lamping specification for each type of new fixture planned.

Answer 4: Lamps must be installed with all new fixtures and retrofitted fixtures and the lamping specifications are as follows:

- a) 2 foot T-8 Fluorescent lamps shall be Sylvania lamp FO17/841/ECO or equal.
- b) 3 foot T-8 Fluorescent lamps shall be Sylvania lamp FO25/841/ECO or equal.
- c) 4 foot T-8 Fluorescent lamps shall be Sylvania lamp FO32/841/ECO or equal.
- d) 4 foot T-5 Fluorescent lamps shall be Sylvania lamp FP54/841/HO/ECO or equal.
- e) 13 Watt CFL lamps shall be Sylvania lamp CF13DS/841/ECO or equal.
- f) 18 Watt CFL lamps shall be Sylvania lamp CF18DT/E/827/ECO or equal.
- g) 26 Watt CFL lamps shall be Sylvania lamp CF26DT/E/IN/841/ECO or equal.
- h) 42 Watt CFL lamps shall be Sylvania lamp CF42DT/E/IN/841/ECO or equal.

PROJECT CLARIFICATIONS

1. All existing restroom lighting fixtures that include exhaust capabilities will remain in place for exhaust purposes only. New lighting fixtures, as specified in the bid documents, will be placed as specified. The existing fixture and the new light fixture will both be controlled with the new occupancy sensor.

SIGN IN SHEET

Request for Proposal No.: AGR 1107

Please Print

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE/FAX/CELL NUMBERS
Company: <u>Ripco II</u>	<u>6202 MACCABE AVE</u>	PHONE: <u>304-768-9422</u>
Rep: <u>RICK MOORE</u>	<u>ST ALBANS WIV 25177</u>	TOLL FREE/CELL: <u>304-377-6956</u>
Email Address: <u>RICK.MOORE@RIPCOII.COM</u>		FAX: <u>304-768-1776</u>
Company: <u>Summit Electric</u>	<u>Hurticane WV</u>	PHONE: <u>304-562-7091</u>
Rep: <u>Tim Reed</u>		TOLL FREE/CELL:
Email Address:		FAX: <u>304-372-1899</u>
Company: <u>BURDETTE ELECTRIC Inc</u>	<u>6444 Sissonville DE</u>	PHONE: <u>304-984-0123</u>
Rep: <u>P.R. BURDETTE</u>	<u>Chrs Wiv. 25320</u>	TOLL FREE/CELL:
Email Address: <u>pburdette@burdette-electric.com</u>		FAX: <u>304-984-0124</u>
Company: <u>Burdette Elec</u>		PHONE: " "
Rep: <u>CRAIG CARNE</u>		TOLL FREE/CELL:
Email Address:		FAX: " "

SIGN IN SHEET
 Please Print

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE/FAX/CELL NUMBERS
Company: HSC Industrial	300 Rural Acres Dr.	PHONE: 304.252.1918
Rep: Frank Rhinehart	Beckley, WV 25801	TOLL FREE/CELL:
Email Address: frinehart@hscindustrial.com		FAX: 304.252.6411
Company: ROBERT S. KIMSALL ASSOC FPC		PHONE: 304.346.2005
Rep: ROBERT S. KIMSALL		TOLL FREE/CELL:
Email Address: rsk@rskinc.com		FAX: 304-346-4241
Company: March Service		PHONE: 244-5839
Rep: DAVID LEWIS		TOLL FREE/CELL:
Email Address: dlewis@MarchServiceCorp.com		FAX: 244-6344
Company: Danhill Construction Corp		PHONE: 304-632-1600
Rep: Dan Hill		TOLL FREE/CELL:
Email Address: rdanhill@hotmail.com		FAX: 304-663-5761 304-632-1501

SIGN IN SHEET
 Please Print

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE/FAX/CELL NUMBERS
Company: <u>Master Service Solutions Inc</u>	<u>1975 Veterans Ave</u>	PHONE: <u>304-636-8170</u>
Rep: <u>Shayla Smith</u>	<u>Elkins, WV 26041</u>	TOLL FREE/CELL: <u>304-678-9085</u>
Email Address: <u>Pat Smith@MasterService.MA</u>		FAX: <u>304-636-8206</u>
Company: _____		PHONE: _____
Rep: _____		TOLL FREE/CELL: _____
Email Address: _____		FAX: _____
Company: _____		PHONE: _____
Rep: _____		TOLL FREE/CELL: _____
Email Address: _____		FAX: _____
Company: _____		PHONE: _____
Rep: _____		TOLL FREE/CELL: _____
Email Address: _____		FAX: _____