



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
DEFK11030

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 U. S. RT. 19, SOUTH  
 WESTON, WV  
 26452 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/20/2011				

BID OPENING DATE: 05/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		910-65		
REMODELING AND ALTERATIONS						
***** THIS IS THE END OF RFQ DEFK11030 ***** TOTAL:						

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](http://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).

**DEFK11030**  
**ADDENDUM NO. 1**

Q1: Upon reviewing the blueprint for this project, I have not been able to locate a C-Fixture within the building. Has this fixture been deleted?

A1: There is not a C Type fixture. The light fixture schedule shows one on the Print, but this is a mistake.

End of Addendum No. 1

Date: 4-13-11

**SIGN IN SHEET**

Request for Proposal No. DEFK11030 PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>City Electric</u> Rep: <u>Chad Oxide</u> Email Address: <u>Cwhi.Hack@cityelectricwv.com</u>	<u>P.O. Box 6550, Charleston, WV 25362</u>	PHONE <u>304-345-6150</u> TOLL FREE FAX <u>304-345-6151</u>
Company: <u>Daniels Electric</u> Rep: <u>Frank Roush</u> Email Address: <u>Franke333@aol.com</u>		PHONE <u>304-344-1113</u> TOLL FREE FAX <u>304-344-1146</u>
Company: <u>Mon Valley Electric</u> Rep: <u>JAMES SANC</u> Email Address: <u>MVE.JAMES@FRONTIER.COM</u>	<u>P.O. Box 338</u> <u>KINGMONT WV 26578</u>	PHONE <u>304-366-2340</u> TOLL FREE FAX <u>304-366-2342</u>
Company: <u>Absten &amp; Sons LLC</u> Rep: <u>Shane Burns: ole</u> Email Address: <u>E.O.ABSTEN@aol.com</u>	<u>3743 Winfield Rd</u> <u>Winfield WV 25213</u>	<sup>304</sup> PHONE <u>757-2864</u> TOLL FREE FAX <u>304-586-3528</u>
Company: <u>MEGUEL INC.</u> Rep: <u>RUSS STRALEY</u> Email Address: <u>micheline5@aol.com</u>	<u>P.O. Box 1140</u> <u>BRIDGEPORT, WV 26330</u>	PHONE <u>304 622-7923</u> TOLL FREE FAX <u>304 624-1252</u>

SIGN IN SHEET

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX	TELEPHONE & FAX NUMBERS
Company: JFS Electric, Inc.				
Rep: Sean Spatbeck (Junior VP)				
Email Address: ssebeck@sean@atlantichobby.net				
Company: Tri-County Electric	240 Saff Avenue	PHONE 304-296-7033		
Rep: Travis Taylor	Morgantown WV 26508	TOLL FREE		
Email Address: Travis@pearlme.com		FAX 304-296-7937		
Company: The Summit Elec. Group	P.O. Box 257	PHONE 304-562-7091		
Rep: Tim Reed	Hurricane, WV 25564	TOLL FREE		
Email Address:		FAX 304-562-7137		
Company: Plateau Electric	P.O. Box 39	PHONE 304-465-0947		
Rep: James G. Long	Scarbrough, WV	TOLL FREE		
Email Address: Tool@pele@shentel.net	95917	FAX 304-465-0948		
Company: Hickman Electric Corp		PHONE 304-765-5176		
Rep: Rodney J. Hickman		TOLL FREE		
Email Address: bhickman@electriccorp@frontier.com		FAX 304-765-5855		

WESTON LIGHTING PROJECT DEEK11030

Page \_\_\_\_\_ of \_\_\_\_\_

Date: 4-13-11

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Robert IBEW Local 596</u>	<u>1001 W 12th St</u>	PHONE <u>304 622-0151</u>
Rep: <u>Robert Wagner</u>	<u>Clarksburg WV 26304</u>	TOLL FREE
Email Address: <u>RWagner@IBEW596.com</u>		FAX <u>304 622-2099</u>
Company: <u>Advanced Electrical Services Inc</u>		PHONE <u>304-438-5687</u>
Rep: <u>Gary Smith</u>		TOLL FREE
Email Address: <u>AdvancedElectricalwv@yahoo.com</u>		FAX <u>304-438-8716</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

**EXHIBIT 10**

**REQUISITION NO.: .....**

**ADDENDUM ACKNOWLEDGEMENT**

**I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.**

**ADDENDUM NO.'S:**

- NO. 1 .....**
- NO. 2 .....**
- NO. 3 .....**
- NO. 4 .....**
- NO. 5 .....**

**I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.**

.....  
**SIGNATURE**

.....  
**COMPANY**

.....  
**DATE**