



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
GSD106449

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING TWENTY FIVE
 5TH & AVERY
 PARKERSBURG, WV
 26105 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2010				

BID OPENING DATE: **12/08/2010** 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 AND						
2.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (GSD106449)						
BID OPENING DATE REMAINS: 12/08/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADENDUM NO. 1 *****						
0001	1	LS		931-53		
BUILDING 25 INTERIOR LIGHTING UPGRADES						

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).

GSD106449 Technical Questions and Answers

Q1. This project has a window for completion of 45 days from the notice to proceed. Does this account for the lead time to obtain the lights? I am waiting on a response from the Cooper lighting rep to find out what the actual lead time is. My guess is 4 weeks unless they are a stock item.

A1. The Notice to Proceed will be issued after receipt of the product.

Product Clarification

1. The Contractor shall utilize 54 watt bulbs in ceilings above 8 feet. The Contractor shall utilize 28 watt bulbs in ceilings below 8 feet. The correct bulb types are specified below.

Correct bulb types: FP54/841/HO/ECO for ceilings above 8ft (or equal)
FP 28/841/HO/ECO for ceilings below 8ft (or equal)

2. The contractor will furnish the correct ballast and lamp as specified for the indicated ceiling height

The T5 ballast (QTP2X28T5/UNV PSN, or equal) will run FP28, FP14, FP21 and FP35 lamps

The T5HO ballast (QTP2X54T5HO/UNV PSN, or equal) will run FP54, FT55DL, FT50DL, FPC55 (circle line T5) and L58T8 (for coolers)

3. Installer will utilize appropriate Flex R4 modular wiring systems for "quick external disconnect" (or equal).

Working Hours Modification

Working hours on this project will be in the evening between 5 p.m. to 6 a.m.

Request for Proposal No. **106449**

SIGN IN SHEET

PLEASE PRINT

Page 11 of 18-10
Date: 11-18-10

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Advanced Electric Inc</u> Rep: <u>Brian Mace</u> Email Address: <u>Brian.Mace@cobaltech.wv.com</u>	<u>323 Frame Rd. Elkhorn WV</u> <u>25871</u>	PHONE <u>304-345-5530</u> TOLL FREE FAX <u>304-345-5534</u>
Company: <u>Dabhill Construction</u> Rep: <u>Allen Jones</u> Email Address: <u>calledaj@hotmail.com</u>	<u>P.O. Box 685</u> <u>Gawley Bridge WV 25085</u>	PHONE <u>304-632-1600</u> TOLL FREE FAX <u>304-632-1501</u>
Company: <u>Capital Builders</u> Rep: <u>Roy STEFFENS</u> Email Address: <u>bblowers@capitalbuild@suddenlink.net</u>	<u>4008 5th Street Rd</u> <u>Huntington WV 25701</u>	PHONE <u>304 697 5002</u> TOLL FREE FAX <u>304 697 5004</u>
Company: <u>Interiors Plus</u> Rep: <u>Boert Hill</u> Email Address: <u>Intplus@Wadventur.net</u>	<u>Rt 3 Box 84</u> <u>Sandyville WV</u> <u>25775</u>	PHONE <u>304 273 0348</u> TOLL FREE FAX <u>273-3103</u>
Company: <u>B. Armstrong Electrical Services Inc.</u> Rep: <u>Bob Armstrong</u> Email Address: <u>Bob@BArmstrongElectric.com</u>	<u>70 61st St.</u> <u>Utman WV 26105</u>	PHONE <u>304-481-6424</u> TOLL FREE FAX <u>304-865-4236</u>

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Page _____ of _____

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>McHenry Electric Co.</u> Rep: <u>Tom Buer Jr</u> Email Address: <u>tbj@mcHenryus.com</u>	<u>P.O. BOX 246</u> <u>Phenixburg, WV</u> <u>26102</u>	PHONE <u>(304) 485-7574</u> TOLL FREE FAX <u>(304) 485-0682</u>
Company: <u>McHenry Thermo Data Products Security Paulding</u> Rep: <u>General Services Division</u> Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE FAX _____