



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
GSD116419

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 36 ONE DAVIS SQUARE CHARLESTON, WV 25301	304-558-3517
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/27/2010				

BID OPENING DATE: 11/03/2010 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 ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (GSD116419) AND		
				2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.		
				BID OPENING DATE REMAINS: 11/03/2010 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001		LS		931-53		
	1			BLDG 36 (1 DAVIS SQUARE) INTERIOR LIGHTING UPGRADES		
				***** THIS IS THE END OF RFQ GSD116419 ***** 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 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).

REQUEST FOR QUOTATIONS #GSD116419
Building 36 Interior Lighting Upgrades
One Davis Square

Technical Questions & Answers

Question #1: We would like to quote the following product from Daybrite for this project. This product meets ARRA: Daybrite - 2DPG354HO-FS-21-UNV-1/3-EB

Answer #1: This product is an acceptable substitution for the fixture specified in the RFQ.

Question#2: The fixture required cannot control both of the lamps specified. The FP54 T5HO and the FP28 T5 use different ballasts. The FP54 T5HO ballast is made in 3 lamp ballast model – the FP28 T5 only comes in a 1 lamp ballast and 2 lamp ballast, which would require the fixture for FP28 T5 lamps to require 2 ballasts. The number of each fixture would need to be clarified for each type.

Answer #2: All fixtures will utilize the FP54 T5HO bulb. The successful contractor will only need to use the fixture in the specification (or equal).

Question #3: Is there any storage area available for fixtures on site?

Answer #3: No, there is limited dock space. It is suggested to only deliver daily the quantity that will be replaced during a single work day.

Question #4: Will areas to be worked in be occupied by state employees?

Answer #4: Yes, during a working shift of normal business hours from 8am to 5pm Monday through Friday.

Question #5: Will area be provided for storage of tools such as gang box, ladders, & scaffold or will these have to be removed daily?

Answer #5: Limited space is available in the basement and in other areas for roll away boxes during the project. Coordinate areas with project manager.

Question #6: Will 60 Calendar day completion time begin upon receipt of fixtures by contractor or upon signed contract/purchase order?

Answer #6: 60 days from the issuance of the Notice to proceed. The final timetable will be coordinated during pre-construction meeting with contractor.

Question #7: Do you have count of fixtures to be installed in areas over 8 feet height where different wattage lamps are to be installed?

Answer# 7: All fixtures are over 8 feet so only the 54 watt bulb type will be required.

Question #8: Will city electrical permit and city inspections be required?

Answer #8: Permits and Inspections are not required under WV Code section 8-12-14.

Question #9: Is project exempt from City B & O Tax?

Answer #9: This project is not exempt from City B & O Tax.

Question #10: Is night and week end work permitted on project?

Answer #10: Yes, with coordination from Project Manager.

Question #11: Will all areas with limited access be made reliably accessible to contractor (areas require card access)?

Answer #11: Yes, staff will be available to assist the Contractor, however no individual cards will be issued to Contractor.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

GSD 110419

Date:

10/21/10

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: THE SUMMIT ELECTRIC CO
 Firm Address: BOX 2502
 HURLENE, WV 25526

Representative Attending:
 JAC HAYLEY
 Phone Number: 304 569-7091
 Fax Number: 304 569-7134
 Email Address: KATHY.HAYLEY@summitel.com

Firm Name: TRI-COUNTY ELECTRIC
 Firm Address: 240 SCOTT AVE
 MORGANTHAU, W.V.

Representative Attending:
 BRIAN STEWART
 Phone Number: 304 296 3090
 Fax Number:
 Email Address: TIFFANY@PENNLINER.COM

Firm Name: Danhill Construction Co
 Firm Address: P.O. Box 685
 GAWLEY BRIDGE, W.Va
 25085

Representative Attending:
 Dan Hill
 Phone Number: 304-632-1600
 Fax Number: 304-632-1501
 Email Address: danhill@hotmail.com

Firm Name: CAPITAL BUILDERS
 Firm Address: 4008 5TH STREET RD
 HUNTINGTON WV 25701

Representative Attending:
 BOB HEFFNER
 Phone Number: 304 697 5002
 Fax Number: 304 697 5004
 Email Address: bheffner@ccapitalbuild.com

Firm Name: WV Dept of Administration, GSD
 Firm Address: @ SUDEN LINK, WEST

Representative Attending:
 Melody Hynes, Dave Parsons, Anthony
 Phone Number:
 Fax Number:
 Email Address:

Firm Name:
 Firm Address:

Representative Attending:
 Phone Number:
 Fax Number:
 Email Address:

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Firm Name: PROGRESSIVE ELECTRIC, INC.
 Firm Address: PO Box 3695
 CHARLESTON, WV 25336

Representative Attending:
 Duane Shurou
 304-345-1253
 304-345-1256
 DShurou@WEWINETV.COM

Firm Name: R KEO III
 Firm Address: 6202 MacCALLE AVE
 ST ALBANS WV 25177

Representative Attending:
 Rick Mearse
 304-377-6956
 304-768-1776
 RickMearse@RkeoIII.com

Firm Name: CITY ELEC. Co.
 Firm Address: PO 6550
 CHARLESTON, WV 25362

Representative Attending:
 ANDY MURRES
 304 345-6150
 304 345-6151
 FMURRES@CITYELECTRICWV.COM

Firm Name: PLAZON ELECTRIC
 Firm Address: P.O. Box 39
 SEASBRO WV 25917

Representative Attending:
 Rodney L Towner
 304-465-0947
 304-465-0948
 TownerPEI@ShenTel.net

Firm Name: ROBERT S. KIMBALL ASSOC.
 Firm Address: ONE PAULLEY DRIVE SUITE 1
 CHARLESTON, WV 25314

Representative Attending:
 KEVIN CORNBETH
 304-346-2005
 304-346-4241
 KEVIN@RSKINC.COM

Firm Name:
 Firm Address:

Representative Attending:
 Phone Number:
 Fax Number:
 Email Address: