



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
DPS1220

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE  
  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/01/2011				

BID OPENING DATE: 12/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. CLARIFICATIONS TO RFQ ATTACHED.						
2. QUESTIONS AND ANSWERS ATTACHED.						
3. PRE-BID SIGN-IN SHEETS ATTACHED.						
4. 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		910-82		
UNINTERRUPTIBLE POWER SYSTEM (UPS)						
***** THIS IS THE END OF RFQ DPS1220 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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### 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).

**Addendum No. 1**

**CLARIFICATIONS:**

1. Drawing – A – Shall be a 130 KVA UPS.
2. Full size drawing labeled “Drawing E-1” was provided at the mandatory pre-bid meeting.
3. Power Outage: When performing work on the existing breaker box, and power has to be interrupted, work will be scheduled on an early Sunday morning. Power should not be interrupted for more than 2 hours; alternate power will be provided by the Owner to keep the dispatch/communication department in power.
4. For copies of the AIA documents – A701-1997, A701 WV Supplementary Conditions, A107-2007, A107 WV Supplementary Conditions, bond forms, and example insurance form, vendors should contact Mark King with Harper Engineering PLLC. Contact information is 110 3rd Avenue N., Saint Albans, WV 25177 Phone: (304) 722-3602.

**QUESTIONS:**

- Q1: The spec calls for 11 minutes of battery back up on the 130 KVA UPS. With this site having a generator already present the battery time could be taken down to 7 minutes and save considerable cost for the equipment.
- A1: The agency will accept, as a minimum, 7 minute battery back up.
- Q2: Can you provide a schedule for what hours and days we will be allowed to have an outage in order to complete the work?
- A2: Power outage answer above.
- Q3: Does Specification section 16264 part 3.2 apply in full? As this could add cost to the project.
- A3: Neta requirements can be eliminated provided the contractor meggars the feeders and do visual inspections of panels and connections.
- Q4: Does Specification section 16442 part 3.4 apply in full? As this could add cost to the project.
- A4: Neta requirements can be eliminated provided the contractor meggars the feeders and do visual inspections of panels and connections.

**The pre-bid sign-in sheet is attached.**

**The bid opening is scheduled for December 13, 2011 at 1:30 pm.**

**No additional questions will be accepted on this RFQ.**

SIGN IN SHEET

Request for Proposal No. DPS 1220

PLEASE PRINT

Page 1 of 2

Date: 11/29/2011

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: WV Purchasing Division	2019 Washington St, E.	PHONE 304-558-2544
Rep: Tara Lyle, Senior Buyer	Charleston, WV 25305	TOLL FREE
Email Address: Tara.l.lyle@wv.gov		FAX 304-558-4115
Company: PLATEAU ELECTRIC INC.		PHONE 304 465-0947
Rep: DANIEL P. BROWN		TOLL FREE
Email Address:		FAX 304 465-0948
Company: Mason + Boney	1015 Military Dr.	PHONE 304-561-8703
Rep: Greg Bridgewater	ST Albans WV 25177	TOLL FREE
Email Address: GBRIDGEBWATER@mosonboney.com		FAX 304-755-4070
Company: Nitro Electric Co	4300 1st AVE	PHONE 304-204-1500
Rep: Scott Walker	2nd Floor	TOLL FREE
Email Address: SWalker@nitro-electric.com	Nitro WV 25143	FAX 304-204-1350
Company: THE SUMMIT ELECTRIC GROUP	PO Box 254	PHONE 304-562-7091
Rep: Tim Reed	HURRICANE WV	TOLL FREE
Email Address: tim@tsegin.com	25526	FAX 304-562-7137

SIGN IN SHEET

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>W.V. State Police</u>	<u>725 Jefferson Rd.</u>	PHONE (304) 329-9720
Rep: <u>Construction</u>	<u>502 Charleston W.V.</u>	TOLL FREE
Email Address: _____	<u>84309</u>	FAX (304) 746-2239
Company: <u>WVSP</u>		PHONE 746-2238
Rep: <u>JOHN ABBOTT</u>		TOLL FREE
Email Address: _____		FAX
Company: <u>WVSP</u>		PHONE 746-2141
Rep: <u>Carole Woodyard</u>		TOLL FREE
Email Address: _____		FAX
Company: <u>Harper Engineering, PLLC</u>		PHONE 222-3602
Rep: <u>Mark King</u>		TOLL FREE
Email Address: <u>mark@harperengwv.com</u>		FAX 222-3603
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX