

FAX TRANSMITTAL FORM

DATE: 3-24-09

FROM: Allied Refrigeration, Inc.
P.O. Box 1592
Clarksburg, WV 26302-1592
Office: 304-669-0520 Fax: 304-622-1460

TO: FRANK Whittaker

ATTN:

of pages sent: 15 + cover

MESSAGE:

THANK YOU

PROCURING DIVISION
STATE OF WV

2009 MAR 24 P 12: 51

RECEIVED

ALLIED Refrigeration

March 24, 2009

Frank Whittaker
Cass State Park
Office: 304-558-2316

ATTN: Mr. Frank Whittaker
RE: Price for new Refrigeration Equipment
RFQ Number: DNR209130

Mr. Frank Whittaker

As per your request, following is the price of new Refrigeration Equipment .

Allied Refrigeration is responsible for delivery of the above units, plus installation of refrigeration lines , final electrical connections, evacuation of system, charging, and check out. Allied Refrigeration is not responsible for construction of boxes.

Customer will be responsible for the installation of the Boxes, as per request, hanging of evaporator, installation of evaporator drain, placing of condenser, supplying 230 volt - single phase power to condensing unit and 115 volt power supply to evaporator at box location.

Your total price (tax exempt) for the above work is \$40,712.00. This price includes all labor costs referred as above and freight charge.

Thank you for choosing Allied Refrigeration and the opportunity to bid this project for you. I will be waiting to hear form you so that we can get this job started.

Thank You,
Damon C. Bolden

Office: (304) 669-0520
Fax: (304) 622-1460

P.O. Box 1592
Clarksburg, WV 26302-1592

**HVAC, RESTAURANT EQUIPMENT, ELECTRICAL,
COMMERCIAL REFRIGERATION, LIGHT EARTHMOVING SERVICES**

WV039476



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

REFERENCE NUMBER:
DNR209130

PAGE:
1

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE
*Allied Refrigeration
 PO Box 1592
 Clarksburg WV 26302*

DIVISION OF NATURAL RESOURCES
 CASS SCENIC RAILROAD ST PARK
 ATTN: PARK SUPERINTENDENT
 BOX 107
 CASS, WV
 24927 456-4300

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/25/2009				

BID OPENING DATE	BID OPENING TIME
03/10/2009	01:30PM

UNIT	QUANTITY	U/P	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		740-70	13571.00	40712.00
REFRIGERATORS, COMMERCIAL						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY. THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR TWO (2) COMMERCIAL WALK-IN COOLERS AND ONE (1) COMMERCIAL WALK-IN FREEZER FOR CASS SCENIC RAILROAD STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SIGNATURE <i>Walter D. Gold</i>	TELEPHONE 304-669-0520	DATE 3-24-09
TITLE Vice-President	FEIN 201869281	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/wrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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
DNR209130

PAGE
2

ADDRESS/CORRESPONDENCE TO ATTENTION FOR:
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE
*Allied Refrigeration
 PO Box 1592
 Clarksburg WV 26302*

RFQ COPY

DIVISION OF NATURAL RESOURCES
 CASS SCENIC RAILROAD ST PARK
 ATTN: PARK SUPERINTENDENT
 BOX 107
 CASS, WV
 24927 456-4300

DATE PRINTED 02/25/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE 03/12/2009	BID OPENING TIME 01:30PM
---------------------------------------	------------------------------------

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BUYER: 44 RFQ. NO.: DNR209130 BID OPENING DATE: 03/12/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-622-1460</i> CONTACT PERSON (PLEASE PRINT CLEARLY): <i>ADAM BOLDEN</i> ***** THIS IS THE END OF RFQ. DNR209130 ***** TOTAL: <u>40712.00</u>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Adam Bolden</i>	TELEPHONE <i>304-669-0520</i>	DATE <i>3-24-09</i>
TITLE <i>Vice President</i>	FERN <i>201869281</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-38
 REV. 10/81

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
		DNR 209130
Spending Unit:		
DNR -		

3

VENDOR *Allied Refrigeration*

Item No:	Quantity	Description	Unit Price	Amount
1	1	<p>Commercial walk-in cooler with floor. Minimum dimensions must be 6' 9" x 11' 7" x 8' 6" in height; 34" x 76" right hand hinge door left of center on a 11' 7" side. Refrigeration system must have minimum of one (1) horsepower. Compressor unit must use 404a refrigerant; plug into a 240 volt single phase pre-assembled remote with low ambient kit; have a minimum of 9730 BTU's per hour at 35 degrees; be hermetic with low and high pressure safety controls; defrost timer; dryer; sight glass and weather hood. Evaporator must be pre-assembled with thermostat and pump down solenoid valve and 15' pre-charged refrigeration lines with quick coupling. Refrigeration system must be charged by a certified refrigeration specialist. Brand or grade offered: <u>HARFORD BOX</u> <i>RDI condenser</i></p> <p>To include warranty: five (5) years on compressor; one (1) year on all parts; and ten (10) years on insulated panels. Refrigeration system must be charged by a certified refrigeration specialist.</p> <p>Maintenance personnel at Cass Scenic Railroad State Park will receive and unload all panels and refrigeration equipment and inspect for damage. Also, maintenance personnel will assemble cooler.</p> <p>Vendor must provide ninety (90) days service and labor on unit and respond to service calls within twenty-four (24) hours. F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.</p> <p>Vendor must submit manufactures published literature and a copy of the specifications for the unit being proposed.</p>	13571. ⁰⁰	
2	1	<p>Commercial walk-in cooler with floor. Minimum dimensions must be 5' 10" x 7' 9" x 8' 6" in height; 34" x 76" door left hand hinge of center on a 5' 10" side. Refrigeration system must be a minimum of 3/4 horse power. Compressor unit must use 404a refrigerant; plug into a 240 volt single phase preassembled remote with low ambient kit; have a minimum of 7280 BTU's per hour at 35 degrees; be hermetic with low and high pressure safety controls, defrost timer, dryer, sight glass and weather hood. Evaporator must be pre-assembled with thermostat and pump down solenoid valve; 15' pre-charged refrigeration lines with quick coupling. Brand or grade offered: <u>HARFORD BOX</u> <i>RDI condenser</i></p> <p>To include warranty: five (5) years on compressor; one (1) year on all parts; and ten (10) years on insulated panels. Refrigeration system must be charged by a certified refrigeration specialist.</p> <p>Maintenance personnel at Cass Scenic Railroad State Park will receive and unload all panels and refrigeration equipment and inspect for damage. Also, maintenance personnel will assemble cooler.</p> <p>Vendor must provide ninety (90) days service and labor on unit and respond to service calls within twenty-four (24) hours. F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.</p> <p>Vendor must submit manufactures published literature and a copy of the specifications for the unit being proposed.</p>	13571. ⁰⁰	

WV-36
 REV. 10/81

STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

BUYER: PAGE Req. or PO# 4
 DNR 209130

VENDOR Allied Refrigeration

Spending Unit
 DNR -

Item No:	Quantity	Description	Unit Price	Amount
3	1	<p>Commercial walk-in freezer with floor Minimum dimensions must be 6/9" x 11' x 8/8" in height; 34" x 76" door right hand hinge of center on a 11/7" side. Refrigeration system must be a minimum of three (3) horse power system Compressor unit must use 404a refrigerant; plug into a 240 volt single phase pre-assembled remote with low ambient kit; have a minimum of 11,886 BTU's per hour at -10 degrees; be hermetic or semi-hermetic with low and high pressure safety controls, defrost timer, filter dryer, sight glass and weather hood Evaporator must be pre-assembled with electric defrost heaters/thermostat, pump down solenoid valve and 4' drain heat tape; 15' pre-charged refrigeration lines with quick couplings. Freezer must have a five (5) years on compressor; a one (1) year on all parts; and a ten (10) years on insulated panels Refrigeration system must be charged by a certified refrigeration specialist.</p> <p>Brand or grade offered: <u>HARTFORD BOX RDI</u> <i>condenser</i></p> <p>To include warranty: five (5) years on compressor; one (1) year on all parts; and ten (10) years on insulated panels Refrigeration system must be charged by a certified refrigeration specialist.</p> <p>Maintenance personnel at Cass Scenic Railroad State Park will receive and unload all panels and refrigeration equipment and inspect for damage Also, maintenance personnel will assemble cooler.</p> <p>Vendor must provide ninety (90) days service and labor on unit and respond to service calls within twenty-four (24) hours F.O.B Destination. Freight or delivery charges must be included in the price of the goods Delivery must be made within thirty (30) days of purchase order award</p> <p>Vendor must submit manufactures published literature and a copy of the specifications for the unit being proposed.</p>	13571. ⁰⁰	
		The award may be split if it is in the best interest of the West Virginia Division of Natural Resources		
			TOTAL THIS PAGE	<u>40712.⁰⁰</u>

RFQ No DNR209130⁵

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Allied Refrigeration
Authorized Signature: Adam Bolden Date: 3-24-09

Rev. 09/08

6

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1 Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2 Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Adam Bolden Allied Refrigeration Signed: Adam Bolden

Date: 3-24-09 Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 60130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER	DNR209130
PAGES	1

ADDRESSES PHONE NO. TELEPHONE
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
*Allied Refrigeration
 Po Box 1592
 Clarksburg wv 26302*

DIVISION OF NATURAL RESOURCES
 CASS SCENIC RAILROAD ST PARK
 ATTN: PARK SUPERINTENDENT
 BOX 107
 CASS, WV
 24927 456-4300

DATE PRINTED	TERMS OF SALE	SHIP VIA	ESU	FREIGHT TERMS
03/11/2009				

BID OPENING DATE: 03/24/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UNIT	DAY	REF NUMBER	PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO CHANGE THE BID OPENING DATE AND TIME TO: MARCH 24, 2009 AT 1:30 PM						
THE TECHNICAL QUESTIONS SUBMITTED BY VENDORS WILL BE ADDRESSED IN A SEPARATE ADDENDUM.						
0001	1	LS		740-70	13571.00	40712.00
REFRIGERATORS, COMMERCIAL						
***** THIS IS THE END OF RFQ DNR209130 ***** TOTAL:						40712.00

SIGNATURE <i>Robert Bolden</i>	TELEPHONE 304-669-0520	DATE 3-24-09
--------------------------------	------------------------	--------------

TITLE Vice President	FIR 201869281	ADDRESS CHANGES TO BE NOTED ABOVE
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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 DNR209130	PAGE 1
ADDRESS CORRESPONDENCE OR ATTENDANCE FRANK WHITTAKER 304-558-3316	

RFQ COPY
 TYPE NAME/ADDRESS HERE
Allied Refrigeration
Po Box 1592
Clarksburg WV 26302

DIVISION OF NATURAL RESOURCES
 CASS SCENIC RAILROAD ST PARK
 ATTN: PARK SUPERINTENDENT
 BOX 107
 CASS, WV
 24927 456-4300

DATE PRINTED	DATE OF SALE	TIME	PRICE	RFQ NUMBER	BID OPENING TIME	RFQ NUMBER
03/16/2009	03/24/2009				01:30PM	
BID OPENING DATE:						
LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED VENDOR TECHNICAL QUESTIONS AND AGENCY RESPONSES.						
BID OPENING REMAINS 03/24/09 AT 1:30 PM.						
0001	1	LS	REFRIGERATORS, COMMERCIAL	13571.00	40712.00	
***** THIS IS THE END OF RFQ DNR209130 ***** TOTAL:					40712.00	
SEE REVERSE SIDE OF THIS AND ENCLURES						
SIGNATURE <i>Adm Gold</i>			TELEPHONE 304-669-0520		DATE 3-24-09	
TITLE <i>Vice President</i>		FEN 201869281		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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

1. What type of insulation? How thick should the insulation be? What should the R-factor of insulation be?

Insulation shall be 4" thick rigid urethane pour type foamed in place with tenacions bond to inner and outer metal pans.

The type KR factor (thermal conductivity) shall be no more than .116 BTU per hour, per square foot, per inch thickness, per degree Fahrenheit the O factor (over all coefficient of heat transfer) shall not exceed .029 for 4" insulation shall be 97% closed cell to prevent moisture absorption the R factor (efficiency rating) shall be a minimum of 34.48 for 4".

2. Flame rating of insulation?

Insulation shall be in compliance with ASTM-D-1920 and shall provide a minimum self ignition temperature of 650 deg. F. and structural strength FM-4880 class 1 and U.L. approved similar to other panels and shall be to withstand evenly distributed floor loads up to 600 pounds per square foot when panel is fully supported.

3. Is the box metal clap finish if so is metal to be galvalume or aluminium and what gauge?

26 gauge stucco embossed galvalum metal. Finish interior and exterior walls and ceiling. 14 gauge bright galvanized steel floor panels shall be N.S.F. approved N.Y.C. approved #59-85.

4. Is the box NSF approved?

Units/boxes must be approved by the National Sanitation Foundation

5. Does the door and door frame have heaters? Do the door boxes have to have safety latches? What type of latch?

All low temperature walk-ins, doors shall be provided with two warmer cables around the door perimeter. One heater shall be connected and operable. The other shall be for replacement of the first in case of failure.

In fitting door shall be fitted with thermoplastic, magnetic steel core gasket across top and along both sides of door. Bottom of door shall be fitted with adjustable, double vinyl wiper gasket. Gasket shall be water oil, sunlight and fat resistant. When door is in closed position, the magnetic gasket shall form a positive airtight seal. Door gasket shall be easily replaceable.

In fitting door shall be equipped with contemporary design, heavy duty, pull handle. Pull handle shall have a cylinder lock built into the handle. Latches

shall be provided with inside safety release to prevent accidental or malicious entrapment in walk-in. latches -hall have high polish finish.

In fitting door shall be equipped with heavy-duty, strap-type spring loaded hinges. Hinges shall have earn-lift nylon bearings mounted on heavy stainless steel pins. Door hinges shall have positive "holdopen" feature allowing door to remain open unaided, when opened to 180 degree position. Hinges shall have high polish chrome finish. 34" x 76" doors provided with heavy duty door closure in addition to spring-loaded hinges.

6. How should the door be mounted and what materials shall be used to mount it?

Doors shall be flush mounted in fitting type with door panel construction the same as for other panels insulation shall be same thickness and type as used in other panels. In fitting doors may be hinged right. In fitting doors frame construction shall consist of heavy reinforced 14 gauge U channel welded steel frame around perimeter of door opening to prevent twisting, warping or racking.

In addition, in fitting door frame shall consist of quarter inch thick steel hinge butt plate backing welded to the hinge side of the reinforced U channel frame and shall extend the full length of the frame. Backing shall be precision drilled and tapped to accept hinge butt mounting screws. In fitting door shall be provided with adjustable hinge back up plated for each hinge. Backup plates shall be formed-in-place behind the door leaf casing metal and shall consist of minimum 1/4" thick steel plate contained within a minimum 14 gauge enclosure.

7. Should door hinges be removable or fame?

Adjustable hinge backing plates shall be precision drilled and tapped to accept hinge blade mounting screws and shall be designed to provide in-field adjustment of door hinges without removal of hinges or door from frame.

8. Is the box UL approved? Does the box require lights and switches?

Each in fitting door panel shall be equipped with a vapor proof light fixture connected to a toggle switch and pilot light located on the exterior of the panel. All in fitting doors and frames shall have U.L. approval

9. Does the box require a thermometer?

Does not have to be digital. Standard glass type device.

10. Should there be a quick coupling on the refrigeration lines?

The evaporator shall be pre-assembled with thermostat and pump down solenoid valve. 15' pre charged refrigeration lines w/quick coupling.

11. What type of locking of devices?

All panels shall consist of inner and outer pans, precision formed on steel dies, equipped with earn action. Locking devises- the locking devises shall have hex-shaped 5/16" activating rods. The locking devices shall be operational from inside the walk-in. panels shall be roll formed to provide a flange that extends into the foam insulation for superior strength and adhesion to insure exact alignment and maximum strength corners. Panels shall be exact 90 deg. angle and measure 12" in each horizontal exterior dimension.