

**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 is automatically null and void, and is 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases 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.

SIGNED BID TO:

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

DRS070319
Addendum #01

To provide the following clarifications:

- 1) The 20 Ton Heat Pump is on one (1), 250 amp 3 phase, 208 Volt Breaker with 6 wires leading to the unit. The Agency will be responsible for replacing this service from the breaker box to the disconnect at the new unit with appropriate wiring.
- 2) The Agency will be responsible for adding to the sewer vent if needed.
- 3) The Vender will be responsible for adding a 120 volt outlet at the new unit.
- 4) To clarify that the 7th item listed under "Unit Specifications" of the original RFQ is a 5/2 day programmable thermostat

To provide Agency response to the following vendor written questions:

- 1) Q. Is Contractor responsible to install safety rail at edge of roof?
A. Yes
- 2) Q. How is economizer to be controlled during "shelter in place"?
A. This is not a shelter.
- 3) Q. Confirm that vent through roof will be extended by owner if required.
A. Yes. See clarification #2 above.
- 4) Q. Confirm that owner will run wiring between breaker and disconnect.
A. Yes
- 5) Q. Confirm size of heaters @ existing voltage (208 volts 3 phase)
A. The existing are 1 Bank 60 KW and 1 Bank 40 KW, but we are only requiring 54 KW for the replacement.
- 6) Q. Who is to supply wiring and breaker for RMR (?) receptacle?
A. Contractor shall supply wiring, breaker and installation of 120 Volt receptacle per clarification #3 above.