



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
AUD083223

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

STATE AUDITOR'S OFFICE
 BUILDING 1, ROOM W100
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0230 558-2251

DATE PRINTED 12/12/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/19/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		031-06		
ADDENDUM NO. 2 RESPONSES TO QUESTIONS RECEIVED BY THE 12/7/07 DEADLINE ARE ATTACHED HVAC/UPS SYSTEM						
***** THIS IS THE END OF RFQ AUD083223 ***** 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. 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 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 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

**AUD083223 WWSAO HVAC/UPS CLARKSBURG DATACENTER
ADDENDUM #2**

1. What is the type of roof membrane and construction for the higher roof level?

Answer: Rubber - EPDM

2. Who is responsible for power supply to HVAC units in the computer room and power supply to the roof top condensing units?

Answer: Building owner and their subcontractor

3. Who is responsible for power supply to UPS?

Answer: Building owner and their subcontractor

4. Will we be using existing panel box (s) or supplying new one?

Answer: New - Building owner and their subcontractor will be responsible

5. Can Bidders assume that the electrical distribution panel for connections for all new equipment will be located in the confines of the Computer Room?

Answer: Yes

6. Can the Agency confirm the preferred location of the outside condensing units?

Answer: Lower roof (as confirmed by the architect engineer William Yoke WYK). Therefore, it will be the responsibility of the winning vendor to remove the existing abandoned equipment there. Ref page #19 paragraph 4f and page #13 item 4.

7. Can the Agency confirm that the water and drainage hook-ups are accessible from the basement directly under the floor of the Computer Room?

Answer:

8. Can the Agency confirm that the Maintenance agreement will be a 1 year price, renewable for 2 additional years, and that the coverage is for labor only under a 7/24 or a 5/9 type agreement. Parts under this agreement not covered by warranty would be billable.

Answer: Maintenance will be one year with two one-year renewal options paid quarterly in arrears. All parts should be covered under warranty and maintenance periods unless it is a consumable item.

9. Will electrical power be supplied to Data Center by others for connection of the CRAC units and UPS?

Answer: Yes - Building owner and their subcontractor

a. If answer to above is yes, will a power distribution panel be installed in the data center? Please give a detailed description of the attributes of the panel.

Answer: Ref page #13 item 4.

10. Can windows and door opening be removed & reinstalled to accommodate moving equipment into place?

Answer: Ref page #13 item 4

11. Can refrigerant and electrical piping and conduit be installed thru the interior of the building or on the exterior (on alley side of building) at the discretion of the contractor?
Answer: Interior (as confirmed by the architect engineer William Yoke WYK) Ref page #13 item 4.

12. Can condensers be installed on the upper or lower roof at discretion of the contractor?
Answer: See question # 6

13. Can we have a copy of the sign in sheet for the pre-bid conference held on December 5, 2007?
Answer: Provided via Addendum #1

14. Should the UPS be wired for maximum capacity (80 KVA) to accommodate a potential future upgrade?
Answer: Yes

15. Will the floor in the entrance way and hallways support the equipment during moving?
Answer: Yes - (as confirmed by the architect engineer William Yoke WYK). Ref page #13 item 4

16. Will the building floor under the access flooring support the equipment in the data center?
Answer: Yes - (as confirmed by the architect engineer William Yoke WYK). Ref page #13 item 4

17. What do you expect will be the normal working hours for this project?
Answer: M-F 0700-1700