

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



May 6, 2009

ADDENDUM NO. 1

RE: HVAC Replacement For
Central Regional Jail
Architect's Project No. 0909

TO: Prospective Bidders

FROM: ZMM, Inc. Architects & Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

See Addendum No. 1 for the captioned project with State RFQ No. RJCMT008 as issued by the State Of West Virginia Department Of Administration Purchasing Division as attached.

PRE-BID MEETING SIGN-IN SHEETS ATTACHED TO THIS ADDENDUM

CHANGES TO SPECIFICATIONS:

1. **Section 15971, HVAC Control Systems:** ADD Automated Logic to list of approved manufacturers.

CHANGES TO DRAWINGS:

1. **Drawing M1-1** - ADD to Keyed Note 3 the following:

A. "Provide H-O-A switch beside contactor. Wire H-O-A switch so that lighting circuits under BAS control will remain on in the 'Hand' position, when power to ACU control panel is disabled."

- B. REVISE General Note 3 as follows:

"Existing Indoor Air Handling Units (AHU) and Boiler Room Control Panels shall be demolished. Provide new Control Panels and new Communication Bus in existing conduit."

Disregard all other notes on Drawings stating that these existing Control Panels or existing Communication Bus shall remain.

2. **Drawing M1-3** - ADD to Keyed Note 3 the following:

"Provide H-O-A switch beside contactor. Wire H-O-A switch so that lighting circuits under BAS control will remain on in the 'Hand' position, when power to ACU control panel is disabled."

3. **Drawing M1-5** - Make the following Revisions:



A. REVISE Keyed Note 4 to read as follows:

"Shore up two existing 3' wide precast concrete panels above Corridor ceiling. Remove 12"w.x24"l section from each panel, adjacent to 8x15 steel beam, to provide a 24"x24" opening in the precast for new SEF-1D. Saw top portion and chip out bottom portion of precast. Provide Coordination Drawing to Architect for review before any work is performed. Relocate existing electrical conduits supported from underside of precast, and hot and cold water pipe, for new duct and grille installation."

B. REVISE Keyed Note 6 to read as follows:

"Shore up two existing 3' wide precast concrete panels above Records ceiling, near door. Remove 12"w.x24"l section from each panel, near adjacent bearing wall, to provide a 24"x24" opening in the precast for new SF-1D. Saw top portion and chip out bottom portion of precast. Provide Coordination Drawing to Architect for review before any work is performed. Relocate existing electrical conduits above ceiling supported from underside of precast. Relocate light switch, temperature sensor, and surface mounted data on Booking side of wall. Relocate receptacle on Records side of wall. Relocate 24x24 RG and light in Records ceiling. Keep 24x24 duct to 24x60 SG as close to corner of Records as possible."

C. ADD to Keyed Note 9 as follows:

"Provide H-O-A switch beside contactor. Wire H-O-A switch so that lighting circuits under BAS control will remain on in the 'Hand' position, when power to ACU control panel is disabled."

D. DELETE "Precast Header Support Detail."

4. DRAWING M1-6 – Make the following Revisions:

A. ADD to Keyed Note 7 as follows:

"Provide H-O-A switch beside contactor. Wire H-O-A switch so that lighting circuits under BAS control will remain on in the 'Hand' position, when power to ACU control panel is disabled."

B. ADD to Keyed Note 8 as follows:

"Provide H-O-A switch beside contactor. Wire H-O-A switch so that lighting circuits under BAS control will remain on in the 'Hand' position, when power to ACU control panel is disabled. Contactor is located above ceiling"

C. ADD new Keyed Note 9 to read as follows:

9. "Existing FACP is located in Mechanical Rm. D102, adjacent to door. Provide dedicated auxiliary contact in FACP for new Smoke Zone in Booking. Provide wiring and programming as required in new BAS for new smoke zone sequence."

5. DRAWING M3-1

Trane, the basis-of-design manufacturer for ACU units scheduled, has advised that 3-10 ton units with 410A refrigerant and hot gas reheat for dehumidification will not be available until October 09. This date does not conform to project requirements. Therefore, ALL ACU units shall be furnished with R22 refrigerant and hot gas reheat. Provide for any dimensional and electrical revisions at no additional cost to the Owner. Disregard any mention of R410A on project drawings and in the specifications.



6. DRAWING M4-2

Provide new Pod A and Pod B AHU Control Panels as described in this Addendum. In addition, provide new 3-way valve, field wiring and conduit (if required) for each AHU HW heating coil, approximately 5 gpm flow. Provide new Control Panel for Boiler Room as described in this Addendum.

Attachments: Pre-Bid Meeting Sign-In Sheets 2 pages

End Of Addendum No. 1

CENTRAL REGIONAL JAIL HVAC REPLACEMENT #0909
PRE-BID MEETING SIGN-IN SHEET
MAY 6, 2009 - 11:00 AM

5

PLEASE PRINT

NAME: Steve Cook
FIRM: Zmm Inc
ADDRESS: 222 LEE ST. W.
CITOS. WY 25302
PHONE: 304-342-0159 FAX: 304-345-8144

NAME: Rich Owey
FIRM: Rich's Refriger. A/c INC
ADDRESS: 1158 Airport Rd.
Sutton WV. 26601
PHONE: 765-5833 FAX: 765-2063

NAME: Shane Owey
FIRM: Rich's Refriger. A/c INC
ADDRESS: 1151 Airport Rd.
Sutton W. V. 26601
PHONE: 765-5833 FAX: 765-2063

NAME: David Stowers
FIRM: Southern Air Inc
ADDRESS: #13 Mercer Plaza Mercer Mall Rd.
Bluefield WV 24701
PHONE: 304-324-4272 FAX: 304-324-4274

NAME: Eric Mahaffey
FIRM: Beckley Mechanical
ADDRESS: 301 George St.
Beckley WV 25801
PHONE: 304-252-1539 FAX: 304-253-1123

PLEASE PRINT

NAME: Allen Jones
FIRM: Rock Branch Mech.
ADDRESS: 132 Harris Dr.
Poca, WV 25159
PHONE: 304-755-0373 FAX: 304-755-5270

NAME: Tim SCHOOLCRAFT
FIRM: CIMCO INC
ADDRESS: 2336 VIRGINIA AVE
HURRICANE, WV 25526
PHONE: 304-562-0121 FAX: 304-562-0320

NAME: MARK SIMPSON
FIRM: SIMPSON TECHNICAL SERV., LLC
ADDRESS: 519 HIGHLAND AVE.
SO. CHAS., WV 25303
PHONE: 304-437-1913 FAX: 304-744-582

NAME: DLElli's
FIRM: ELeo Mech
ADDRESS: PO BOX 349
Chas. WV 25322
PHONE: 304-346-0546 FAX: 304-346-054

NAME: Terry Morgan
FIRM: Tri-State Roofing & Sheet Metal
ADDRESS: PO Box 1231
Charleston, WV 25324
PHONE: 304-755-8135 FAX: 304-755-5275

CENTRAL REGIONAL JAIL HVAC REPLACEMENT #0909
PRE-BID MEETING SIGN-IN SHEET
MAY 6, 2009 - 11:00 AM

PLEASE PRINT

NAME: Mickey Skeens
FIRM: Regional Jail Authority
ADDRESS: 300 Days Drive
Sutton WV 26601
PHONE: ~~304~~ 765-7904 FAX: 765-3341

NAME: CHILTON LILLY
FIRM: WVRJA
ADDRESS: 1325 VA ST EAST
CHARLESTON WV 25301
PHONE: 558-2110 FAX: 7299

NAME: David E. Long
FIRM: Central Reg. Jail
ADDRESS: 300 Days Drive
Sutton WV 26601
PHONE: 304-765-7904 FAX: 304-765-3341

NAME: Shannon Markle
FIRM: Central Regional Jail
ADDRESS: 300 Days Drive
Sutton WV 26601
PHONE: 304-765-7904 FAX: 765-3341

NAME: Jay Holcomb
FIRM: Aaron's Bros. Roofing & Sheet Metal CO.
ADDRESS: 1533 Hansford St.
Charleston, WV 25311
PHONE: 304-343-5566 FAX: 343-5568

PLEASE PRINT

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