



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
 BVH381

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA VETERANS HOME
 512 WATER STREET
 BARBOURSVILLE, WV
 25504 736-1027

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/14/2011				

BID OPENING DATE: 02/23/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET AND TO REPLACE ATTACHMENT B WITH THE REVISED ATTACHMENT B CONTAINING ITEM #36 POTATO PEELER WHICH WAS OMITTED FROM THE ORIGINAL EQUIPMENT LIST IN ERROR.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		936-67		
KITCHEN EQUIPMENT AND REFRIGERATION MAINTENANCE						
***** THIS IS THE END OF RFQ BVH381 ***** 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. 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.htm 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.

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).

SIGN IN SHEET

Request for Proposal No. BUH 381

Page 1 of 1
Date: 2/2/11

PLEASE PRINT

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Johnson Controls</u>	<u>4132 1st Ave</u>	PHONE <u>304 755 4353</u>
Rep: <u>Hubert Tate</u>	<u>N. Va WV</u>	TOLL FREE
Email Address: <u>hubert.d.tate@jci.com</u>	<u>25193</u>	FAX <u>304 7835 0765</u>
Company: <u>Cimco Inc.</u>	<u>P.O. Box 480</u>	PHONE <u>304-562-7705</u>
Rep: <u>Geary Spencer</u>	<u>Cullman, WV 25826</u>	TOLL FREE
Email Address: <u>gkspencer@cimcowv.com</u>		FAX <u>304-562-0320</u>
Company: <u>Pierson Refrigeration</u>	<u>P.O. Box 2033</u>	PHONE <u>304-722-1810</u>
Rep: <u>Frank Pierson SR.</u>	<u>302-Spencer St.</u>	TOLL FREE
Email Address: <u>Frank.Pierson@PTSMW.COM</u>	<u>ST. Albans WV</u>	FAX <u>304-722-1846</u>
Company: <u>Pierson Refrigeration</u>	<u>Same as Above</u>	PHONE <u>(304) 722-1810</u>
Rep: <u>Frank Pierson, Jr.</u>		TOLL FREE
Email Address: <u>frank.piersonjr@ptswv.com</u>		FAX <u>(304) 722-1846</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

BVH381

BVH381 ATTACHMENT B

Freezer, Refrigeration and Kitchen equipment located at the West Virginia Veterans Home.

1	Two (2) Walk-in Freezers: (1) Hobart / (1) Generic?	Storeroom
2	One (1) Traulsen Reach-in Refrigerator	Storeroom
3	One (1) Hobart Walk-in Freezer	Kitchen
4	One (1) Hobart Walk-in Cooler	Kitchen
5	One (1) Vulcan Double Steamer/ Filter	Kitchen
6	One (1) Vulcan Tilt Skillet	Kitchen
7	One (1) Vulcan Deep Fryer/ (Gas)	Kitchen
8	One (1) Hobart Deep Fryer/ (Gas)	Kitchen
9	One (1) Hobart Grill	Kitchen
10	One (1) Vulcan 6-Cap Cook Stove-Oven/ (Gas)	Kitchen
11	One (1) Hobart Double Convection Oven	Kitchen
12	One (1) Hobart Double Pizza Oven	Kitchen
13	One (1) Traulsen Refrigerator/ Freezer	Kitchen
14	One (1) Hobart Dish Washing Machine	Kitchen
15	One (1) Hatco Booster Heater	Kitchen
16	One (1) Hatco 3-Drawer Warmer	Serving Line
17	One (1) FWE Hot Box	Serving Line
18	One (1) Manitowoc Ice Machine/ Dispenser/ Filter	Serving Line
19	One (1) Hobart Double-door Upright Reach-in Refrigerator	Serving Line
20	One (1) Duke Salad Bar + Hot Soup Bar	Serving Line
21	One (1) Duke Steam Table	Serving Line
22	One (1) Duke Cold Table	Serving Line
23	One (1) Bunn U3 Coffee Machine/ Filter	Serving Line
24	One (1) APW WYOTT Salad Dressing/ Condiment Cooler	Dining
25	One (1) SaniServe Ice Cream Machine	Dining
26	One (1) Grindmaster Crathco Beverage dispenser	Dining
27	One (1) Sencotel Frozen Drink machine	Dining
28	One (1) Silver King Milk dispenser	Dining
29	One (1) Manitowoc Ice Machine/ Dispenser/ Filter	Dining
30	One (1) Manitowoc Ice Machine/ Dispenser/ Filter	Recreation
31	One (1) Bunn SRU Coffee Machine/ Filter	Recreation
32	One (1) Bunn TB3Q Brewing Machine/ Filter	Recreation
33	Twenty-five (25) Oasis water Coolers	Various Locations
34	One (1) Hobart Garbage Disposal	Kitchen/Dish tank
35	One (1) Hobart Garbage Disposal	Kitchen/Salad Prep
36	One (1) Hobart Potato Peeler	Kitchen/Salad Prep