



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
DPS1125

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2011				

BID OPENING DATE: **03/23/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 03/18/2011 TO 03/23/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. END OF ADDENDUM NO. 1						
0001	1	EA		031-03		
				ROOFTOP AIR CONDITIONING UNIT		
***** THIS IS THE END OF RFQ DPS1125 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).

ADDENDUM NO. 1 DPS1125

 THE BID OPENING DATE HAS BEEN MOVED FROM FRIDAY, MARCH 18, 2011 TO
 WEDNESDAY, MARCH 23, 2011.

Q1: Do you have a sketch or drawing of the duct layout for this project?

A1: No. The duct layout is the responsibility of the successful bidder.

Q2: Do you have a sketch or drawing of the IT/computer equipment layout?

A2: No. Bidders are permitted to visit the site prior to bid opening and must give 24-hour prior notification. To make arrangements for a site visit only, contact Rick Pursley at 304-746-2238 or Rick Nissel at 304-746-2221.

Please note: Agency personnel may not answer any technical questions during these site visits. The deadline to submit technical questions has already elapsed and no further questions will be accepted.

Q3: What is the cooling capacity of the design equipment for this project?

A4: 60 ton

Q5: What is the design airflow of the design equipment for this project?

A5: 27,000 CFM

Q6: We request that Johnson Controls (JCI) be added to the approved list of acceptable manufacturers for Specification Section 15974, Part 2, 2.1 A on page 29.

A6: No. For clarification, during our initial discussions related to this project, Johnson Controls was consulted regarding this equipment need. Johnson Controls could not provide a solution in a complete rooftop based unit at that time. Due to limited space available in the server room to be cooled by this unit, no space is available for placement of system components such as a humidifier/dehumidifier or similar as indicated in our initial meetings with Johnson. Should Johnson Controls now be able to provide a complete rooftop unit equal or better than the listed specifications, it can be considered.

SIGN IN SHEET

Request for Proposal No. DPS 1125

PLEASE PRINT

Page 1 of 3

Date 02-15-11

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CASTO TECHNICAL SERVICES INC.</u>		PHONE <u>304-346-0549</u>
Rep: <u>Dan A. Nolte</u>	<u>540 Leon Sullivan Way</u>	TOLL FREE <u>800-232-2221</u>
Email Address: <u>dano1te@castotech.com</u>	<u>Charles ton WV 25322</u>	FAX <u>304-346-8920</u>
Company: <u>Penninton Plumbing & Heating</u>	<u>301 George St</u>	PHONE <u>304-252-1539</u>
Rep: <u>Eric Mahaffey</u>	<u>Beckley WV 26001</u>	TOLL FREE
Email Address: <u>ericmahaffey@beckleymechanical.com</u>		FAX <u>304-253-1123</u>
Company: <u>CIMCO</u>	<u>PO Box 460</u>	PHONE <u>304-562-7705</u>
Rep: <u>DENNIE N. CRADDOCK</u>	<u>CULLODEN, WV 25510</u>	TOLL FREE
Email Address: <u>D.Cradock@Cimcow.com</u>		FAX <u>304-562-0320</u>
Company: <u>ELCO MECHANICAL</u>	<u>P.O. Box 349</u>	PHONE <u>304 346 0576</u>
Rep: <u>WILLIAM E. ASHWORTH</u>	<u>CHARLESTON WV 25322</u>	TOLL FREE
Email Address: <u>RONALD.KING@SUODENLINKMAIL.COM</u>		FAX <u>304 346 0548</u>
Company: <u>JOHNSON CONTROLS</u>	<u>4132 First Ave</u>	PHONE <u>304-755-4353</u>
Rep: <u>JEFF SLATER</u>	<u>NITEO WV 25143</u>	TOLL FREE
Email Address: <u>jeffrey.k.slater@jci.com</u>		FAX <u>304-755-0765</u>

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. DPs 1125

Page 2 of 3

Date: 02-15-11

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Rigney Digital Systems</u>		PHONE <u>304 757 3314</u>
Rep: <u>Joe Rigney</u>		TOLL FREE
Email Address: <u>j.rigney@suddenlinkmail.com</u>		FAX <u>" " 3316</u>
Company: <u>Thermodyne</u>		PHONE <u>304-757-3314</u>
Rep: <u>Montie Rigney</u>		TOLL FREE
Email Address: <u>m.rigney@suddenlinkmail.com</u>		FAX <u>304-757-3316</u>
Company: <u>Absten & Sons LLC</u>	<u>3743 Winfield Rd</u>	PHONE <u>(304) 257-2864</u>
Rep: <u>John Gibson / Terry Legg</u>	<u>Winfield WV 25213</u>	TOLL FREE <u>(304) 543-2430</u>
Email Address: <u>ED.ABSTEN@AOL.COM</u>	<u>John Gibson</u>	FAX <u>(304) 586-5528</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

SIGN IN SHEET

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Date: 03-15-11

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Murray Sheet Metal</u>	<u>3112 7th St.</u>	PHONE <u>304-422-5431</u>
Rep: <u>Brock Dawson</u>	<u>Parkisburg, WV</u>	TOLL FREE <u>800-464-8801</u>
Email Address: <u>BrockD@MurraySheetMetal.com</u>		FAX <u>304-428-4623</u>
Company: <u>Absten & Sons LLC</u>		PHONE <u>304-757-2864</u>
Rep: <u>Jenny Lepp</u>		TOLL FREE
Email Address: <u>Lepp@Abn.com</u>		FAX <u>304-586-3528</u>
Company: <u>Dougherty Co. Inc</u>	<u>P.O. box 1828</u>	PHONE <u>304-925-6664</u>
Rep: <u>Lee Gill</u>	<u>Charleston WV 25327</u>	TOLL FREE
Email Address: <u>lutherlasura@doughertyco.com</u>		FAX <u>304-925-4280</u>
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE