



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  
 LOT462

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 SHELLY MURRAY  
 304-558-8801

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

LOTTERY COMMISSION  
 900 PENNSYLVANIA AVE  
 CHARLESTON, WV  
 25302 304-558-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2010				

BID OPENING DATE: 12/01/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS SUBMITTED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 11/05/2010 AND TO ATTACHED THE MANDATORY PRE-BID SIGN IN SHEET.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 11/18/2010						
TO : 12/01/2010						
----- END OF ADDENDUM NO. 1 -----						
0001	1	LS		910-36		
HVAC MAINTENANCE AND REPAIR						

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](http://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).

**LOT462****ADDENDUM #1**

**QUESTION:** The RFQ outlines the maintenance tasks to be performed under the contract. My concern is with the frequency of the evaporator and condenser coil cleaning is noted to be conducted quarterly. This is not typical with these systems as we normally recommend they be done annually or semi-annual under harsh conditions. It would be financially beneficial to the STATE and reduce wear and tear on the equipment to reduce this frequency of this task if so warranted.

**ANSWER:** Change requirement to semi-annual for evaporator and condenser coil cleaning.

**QUESTION:** Does this work have the requirement to pay prevailing wage?

**ANSWER:** Prevailing wage rates apply "if applicable". What that means is if a technician is doing routine maintenance (checking belts/whistles, etc., readouts, and the like) then prevailing wage rates are not applicable. But if they have to do an actual repair or replacement, etc., then prevailing wage rates would apply.

**QUESTION:** The Chill Water Pumps did not seem to be included in the Preventive Maintenance Program. Will the Pumps be included for 4 times a year PM?

**ANSWER:** Yes

**QUESTION:** The document had no requirements for Operational or Preventive Maintenance inspections on the Trane Tracer Summit Building Control Unit or the Computer Workstation and Software. Will Operational and Preventive Maintenance on the control system be included in the scope of work?

**ANSWER:** Yes, quarterly and as required.

**QUESTION:** How many of the 120 VAV boxes are fan powered and have filters?

**ANSWER:** Approximately 80 to 85. Contractor will have to verify exact counts prior to contract commencement

**QUESTION:** What, if any is the frequency required for Fan Powered VAV Filter change?

**ANSWER:** Filters will be changed according to manufacturer's suggested maintenance schedule. Contractor will have to verify this information prior to contract commencement.

**QUESTION:** Is water readily available and within close proximity to perform routine cleaning tasks for each condenser and/or other components of the heating and cooling systems?

**ANSWER:** Water is available in a supply closet located on each floor. A hose will be required to extend it to the location of the cleaning task.

**QUESTION:** Will Davis Bacon or prevailing wage rates be mandatory and/or applicable to this contract?

**ANSWER:** Prevailing wage rates apply "if applicable". What that means is if a technician is doing routine maintenance (checking belts/whistles, etc., readouts, and the like) then prevailing wage rates are not applicable. But if they have to do an actual repair or replacement, etc., then prevailing wage rates would apply.

**QUESTION:** Do you have drawings that indicate VAV boxes and their location, as well as, all other pieces of mechanical equipment?

**ANSWER:** There are no drawings available showing the location of VAV or other mechanical equipment.

**QUESTION:** What is the current cost for the contract in place, with respect to the pricing structure on page 28?

**ANSWER:** \$3000.00 per month

**QUESTION:** What contractors attended the mandatory pre-bid meeting?

**ANSWER:** Sign-in sheet attached

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: \_\_\_\_\_

LOT462

Date: \_\_\_\_\_

November 3, 2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV LOTTERY
Firm Address:	312 MACCORKLE AVENUE CHARLESTON WV 25314
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-9089
Email Address:	bjones@wvlottery.com

Firm Name:	ROBERT WEBSTER
Firm Address:	
Representative Attending:	TRUL STATE BOOKING SHEET MEA
Phone Number:	755-8135
Fax Number:	755-5275
Email Address:	

Firm Name:	WV Lottery
Firm Address:	312 MacCorkle Ave Charleston, WV 25314
Representative Attending:	John Lyons
Phone Number:	304-558-0500 Ext 311
Fax Number:	
Email Address:	JLYONS@WVLOTTERY.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	WV LOTTERY
Firm Address:	312 MacCorkle Ave SE CHARLESTON, 25314
Representative Attending:	AJAN SIMMONS
Phone Number:	304-558-0500 ext 2029
Fax Number:	304-558-0181
Email Address:	A.SIMMONS@WVLOTTERY.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

RECEIVED  
2010 NOV -3 PM 3:21  
WV PURCHASING  
DIVISION

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

LOT462

Date:

November 3, 2018

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: WV LOTTERY  
 Firm Address: 312 MACCORKLE AVENUE  
 CHARLESTON WV 25314  
 Representative Attending: BECKY JONES  
 Phone Number: (304)558-0500 EXT 242  
 Fax Number: (304)558-9089  
 Email Address: bjones@wvlottery.com

Firm Name: MASOUL E BARRY, INC.  
 Firm Address: 101 SWAINERY AVENUE  
 ST ARBANS WV 25777  
 Representative Attending: JAMES ARTHUR  
 Phone Number: 304-755-0781 EXT 126  
 Fax Number: 304-755-4010  
 Email Address: janthu@emasonbarry.com

Firm Name: Southern Air Inc  
 Firm Address: PO Box 20330  
 Charleston, WV 25362  
 Representative Attending: Jeff Harris  
 Phone Number: 304 207 0665  
 Fax Number: jeff.harris@southern-air.com  
 Email Address:

Firm Name: Casto Technical  
 Firm Address: 540 Long Sullivan way  
 Charleston WV  
 Representative Attending: Traci Ray  
 Phone Number: 304-346-0549  
 Fax Number: 304-346-8920  
 Email Address: tracy@castotech.com

Firm Name: Southern Air, Inc.  
 Firm Address: PO Box 20330  
 Charleston, WV 25362  
 Representative Attending: BRANDAN AUSTIN  
 Phone Number: 304-324-4272  
 Fax Number: 304-324-4274  
 Email Address: brandan.austin@southern-air.com

Firm Name: Casto Technical  
 Firm Address: 540 Long Sullivan way  
 Charleston WV  
 Representative Attending: Barry Justice  
 Phone Number: 304 346 20549  
 Fax Number: 304 346 8920  
 Email Address: bjustice@castotech.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: LOT462

Date: November 3, 2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: WV LOTTERY  
 Firm Address: 312 MACCORKLE AVENUE  
CHARLESTON WV 25314  
 Representative Attending: BECKY JONES  
 Phone Number: (304)558-0500 EXT 242  
 Fax Number: (304)558-9089  
 Email Address: bjones@wvlottery.com

Firm Name: AEH Mechanical Svc.  
 Firm Address: 401 27th St.  
Dunbar, WV 25064  
 Representative Attending: Miki Hatfield  
 Phone Number: 304 982-8341  
 Fax Number: (304) 766-1008  
 Email Address: RAVDY.BAUEHT@AHMSERVICE.COM

Firm Name: ~~WV Lottery~~ To: Rusto Technical S  
 Firm Address: 5433bun Sullivan way  
Olliville  
 Representative Attending: Bill Sisk  
 Phone Number: 304-346-0549  
 Fax Number: 304-346-8920  
 Email Address: beiswick@rustotech.com

Firm Name: Rock Breaks Mechanical  
 Firm Address: 182 Harris Dr.  
Fork WV 25739  
 Representative Attending: Sheldon Taylor  
 Phone Number: 304-755-6373  
 Fax Number: 304-755-5270  
 Email Address: S.E. Taylor @wvnsi.net

Firm Name: ECO Mechanical  
 Firm Address: PO Box 379  
CHARLESTON WV 25303  
 Representative Attending: William E. McArthur  
 Phone Number: 304 346 0546  
 Fax Number: 304 346 0548  
 Email Address: ECO@SUNDOWNMECHANICAL.COM

Firm Name: Imco  
 Firm Address: PO Box 480  
CUNDOCK, WV 25510  
 Representative Attending: GRANT SPENCER  
 Phone Number: 304-562-0121  
 Fax Number: 304-562-0320  
 Email Address: gspencer@imco.wv.com