



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  
 LOT468

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 B04-558-8801

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/18/2011				

BID OPENING DATE: 05/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 04/04/2011 AND TO MAKE MODIFICATIONS TO THE SPECIFICATIONS.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 04/20/2011						
TO : 05/04/2011						
----- END OF ADDENDUM NO. 1 -----						

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).

## WEST VIRGINIA LOTTERY

RFQ LOT468

## ADDENDUM #1

Q 1. I would note that nowhere does the RFQ require the bidder to provide information regarding its West Virginia Contractor's license. Was that intended?

A 1. Section 5.5 states: "[t]he Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body." The RFQ will be modified to require vendors to provide Contractor's license information.

Q 2. The document is silent on the applicability of certain WV statutes such as the Prevailing Wage Act (WV Code § 21-5A-1 *et seq*) and the WV Alcohol and Drug Free Workplace Act (WV Code § 21-1D-1 *et seq*). Given the nature of the work involved, these acts should apply to work undertaken pursuant to this RFQ. I am therefore asking for clarification on this issue.

A 2. Section 5.3 states: "[t]he Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations." The RFQ will be modified to require vendors to provide a drug free workplace affidavit with their bids.

Q 3. With regard to Section 2.7 Parts, the provision states that the Contractor shall price parts "based on his cost (list minus any discounts) multiplied by any mark up required." It is unclear what is meant by the words "any discounts." In order to ensure the State is billed real costs, the section could be amended to add the word "actual" before the word "cost" and to strike the words, "(list minus any discounts)"

A 3. Change Section 2.7 Parts to read, "The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on his actual cost ~~(list minus any discounts) multiplied by any~~ plus state approved mark up required. The RFQ will be modified to reflect this change.

Q 4. Paragraphs 1, 1a, 2 and 2a of Section 3 all require "factory-authorized, factory trained and certified" Mechanics. The inclusion of this language appears to severely limit the entities eligible to bid. Is that the intent of this language? In order to avoid such a drastic impact the RFQ could be amended to remove the language from Paragraphs 1 and 2 of Section 3 and to remove Paragraphs 1a and 2a entirely.

A 4. We will accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization with the exception of equipment that is under warranty

Q 5. The language of the section appears to prohibit the employment of apprentices who are undergoing training in a bona fide apprenticeship program as certified by the U.S. Department of Labor. Is that the intent of the language?

A 5. The language in Section 3 at the bottom of page 16 of the RFQ shall be amended by adding the following sentence: "Provided, that the Contractor shall be permitted to employ qualified apprentices enrolled in bona fide apprenticeship programs approved by the United States Department of Labor to perform work under the direct supervision of fully licensed and qualified employees that meet the specifications required herein. The RFQ will be modified to reflect this change.

Q 6. The language requires 3 years of experience in 1c and 5 years of experience in 2c. Is that the intent of the language?

A 6. The intent was for 3 years of experience in 1c and 2c. The RFQ will be modified to reflect this change.

Q 7. The language in 3b requires plumbers/pipefitters to have electrician certifications. Is that the intent of the language?

A 7. Electrician should be replaced with "plumber/pipefitter" certifications. The RFQ will be modified to reflect this change.

Q 8. The RFQ appears to permit more than 2 one-year extensions by the use of the "reasonable time period" phrasing. Please explain how this language is intended to be implemented.

A 8. The contract resulting from the RFQ may be extended for a reasonable time, not to exceed 12 months, at the end of the initial contract term or any renewal period. Such extensions of reasonable time are determined on a case by case basis.

Q 9. The RFQ does not appear to have a limit on the amount of work that can be awarded over the life of the contract. Please explain whether there is such a limit and what that limit is.

A 9. The work performed under the contract resulting from the RFQ is limited to the services specified in the RFQ and is limited to the locations and equipment provided therein, subject to change as specified in the RFQ.

Q 10. The RFQ does include a \$25,000 limit per "individual job" but it does not seem to clearly define how that will be applied or defined. Please explain how this limit is to be implemented.

A 10. Individual projects that exceed \$25,000 in cost are not included in this contract and must be bid in accordance with West Virginia Code § 5-22-1 and other applicable provisions.

Q 11. On or about March 25, 2011 the bidding process was opened on a remodel of the Lottery Commission building that is the subject of this RFQ. What is the relationship between the two?

A 11. The remodeling of the building will remove a lot of the existing equipment from service. A change order will be issued to include only the remaining equipment to be maintained after remodeling is completed.

Q 12. Will the service provider that wins this bid have any responsibility for the upcoming changes due to the upcoming renovations?

A 12. A new HVAC system will be provided on all floors except floors 7, 8, and 9. The renovation contractor will provide demolition on the floors as well as installation of the new equipment.

Q 13. Will the successful bidder have any responsibility for demolition, re-location or resizing of any part of the existing mechanical systems, or will this be the responsibility of the GC who is performing the retrofit?

A 13. See #12.

Q 14. Will the successful bidder have any planned maintenance responsibility for any of the new mechanical systems being installed as part of the renovation that is above and beyond warranty services?

A 14. No. If it is determined that this is needed, a change order will be issued.

Q 15. Is there a listing of the new equipment being installed that can be made available?

A 15. Yes. Silling Associates has issued drawings for the renovation. Cost is \$200 per set

Q 16. Is there a preliminary schedule as to when the existing systems will be removed and a preliminary schedule as to when the new systems will be installed?

A 16. That will be available after the contract is awarded to a GC for renovations

Q 17. Will the service provider that wins this bid have any responsibility for the upcoming changes due to the upcoming renovations?

A 17. See #12 answer.

Q 18. Will the successful bidder have any responsibility for demolition, re-location, integration or re-programming the existing Tracer system remaining on floors 7-9, or will this be the responsibility of the GC who is performing the retrofit?

A 18. The programming for floors 7-9 will remain the responsibility of the successful bidder. There will be no demolition, relocation, or integration.

Q 19. Will the successful bidder have any planned maintenance responsibility for any of the new building control systems being installed as part of the renovation that is above and beyond the warranty services?

A 19. No

Q 20. Is there a listing of the new building control system being installed that can be made available?

A 20. The General contractor will make that available after the renovation contract award.

Q 21. Is there a preliminary schedule as to when the existing systems will be moved or removed and preliminary schedule as to when the new systems will be installed?

A 21. No. See answer for #20

Q 22. There are extensive renovations planned to be performed over the remainder of this year which will significantly change the usage of the space, and many systems are being removed and modified. Therefore, the various energy usage, operational costs and benchmark performance reports will be of no value until the renovations are complete. This being the case, why are these reports listed as a requirement?

A 22. Three of the floors will not be modified and some of the reports will be used to monitor performance there

Q 23. Section 2.7 Costs requests an all inclusive rate for all services that are covered under this contract. This contract potentially covers a wide variety of skills and trades, which address a wide range of labor costs. Is this a singular rate that will cover all skills and trades (i.e. electricians, control technicians, control programmers, plumbers, pipefitters, general HVAC mechanics, chiller mechanics, boiler technicians, crane operators, welders, insulators, air balance technicians, sheet metal mechanics, foremen, project managers, lead mechanics/journeyman, apprentice/helpers and any subcontractors that may be required for specialty work)?

A 23. The RFQ calls for a single hourly rate to perform all services covered by the RFQ.

Q 24. Is there an option for the contractor to provide a schedule of different rates to show cost savings for the state?

A 24. The RFQ calls for a single hourly rate to perform all services covered by the RFQ. A rate schedule for different types of work will not be considered and may lead to vendor disqualification.

Q 25. Contractors that do not have factory authorization are currently providing maintenance and repairs to the same type of manufacturer equipment and control systems listed on this bid specification at other state buildings. What is the unique aspect of this building that requires factory training and authorization?

A 25. We will accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization with the exception of equipment that is under warranty.

Q 26. Based upon the age of the existing equipment, it appears that no equipment should currently be under warranty. Why is it required for the contractor to be able to provide factory authorization to perform warranty services?

A 26. Failure of existing equipment may require replacement with like models. Warranty service may be provided for any qualifying equipment which would require factory authorization.

Q 27. Why is it not required to have factory authorization to perform maintenance, repairs and warranty work on the new equipment that is being installed?

A 27. There is no new equipment being installed as a result of this contract. See Question #14.

Q 28. Will the state accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization?

A 28. We will accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization with the exception of equipment that is under warranty.

## Modifications to RFQ LOT468

The requirements of RFQ LOT468 are modified as shown below. In the event that the terms and conditions stated herein conflict with RFQ LOT468, any addendum thereto, or the responses to questions included in this addendum, this Modification shall prevail.

1. The section entitled "Section 5: Additional Terms and Conditions" shall contain the following additional subsection: "5.8 Contractor's License: Prior to contract award, the Contractor must provide proof that Contractor has a valid contractor's license."
2. The section entitled "Section 5: Additional Terms and Conditions" shall contain the following additional subsection: "5.9 Drug Free Workplace Affidavit: Contractor must submit an affidavit meeting the requirements of WV Code § 21-1D-1 *et seq.* with its bid."
3. In the section entitled "Section 2.7 Costs," the "Parts" subsection shall be deleted in its entirety and replaced with the following: "Parts: The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on its actual cost plus a state approved mark up."
4. In the section entitled "Section 3: Minimum Qualifications," the following sentence shall be added after the last sentence on page 16: "Provided, that the Contractor shall be permitted to employ qualified apprentices enrolled in bona fide apprenticeship programs approved by the United States Department of Labor to perform work under the direct supervision of fully licensed and qualified employees that meet the specifications required herein."
5. In the section entitled "Section 3: Minimum Qualifications," subsection 2(c) shall be amended by removing the words "five (5)" and replacing it with the words "three (3)" in order to require three years of experience rather than five.
6. In the section entitled "Section 3: Minimum Qualifications," subsection 3(b) shall be amended by removing the words "electricians" and replacing it with the words "plumber/pipefitter."





State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)

2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**