



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
04110594

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 304-558-2402

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DIVISION OF HIGHWAYS
	JOBSITE SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2011				

BID OPENING DATE: 08/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
LINE ITEM NO. 1						
READS: AFTER-COOLERS & CONDENSERS (POWER PLANT-STEAM)						
TO READ: REMOVAL, PURCHASE AND INSTALLATION OF TWO CONDENSERS.						
BID OPENING DATE AND TIME CHANGED						
FROM: 08/03/11 @1:30 P.M.						
TO: 08/10/11 @1:30 P.M.						
NO OTHER CHANGES						
0001		EA		820-04		
REMOVAL, PURCHASE AND INSTALLATION OF TWO CONDENSERS						

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).

Addendum No. 1

Change from 2.1.1 The vendor will furnish and install (1) new high efficiency 16 seer or better 5 ton air cooled, indoor condenser unit. A model marked for outdoor use only will not be accepted.

Changed to read: 2.1.1 to read The vendor will furnish and install (2) new high efficiency 16 seer or better, 5 ton, air cooled condenser units, for inside of building.

Changed from 2.1.2 the vendor will provide the correct size of (1) "A" coil and (1) pair of line sets to complete the installation of the 5 ton unit.

Changed to read: 2.1.2 to read The vendor will provide and install the correct size of (2) new "A" coils and (2) new line sets to complete the installation of the 2 Condenser units located inside of building.

Changed from 2.1.3 The vendor will furnish and install (1) new high efficiency 16 seer or better 4 ton air cooled, indoor condenser unit. A model marked for outdoor use only will not be accepted.

Changed to read 2.1.3 The vendor will furnish and install (2) new high efficiency 16 seer or better, 4 ton, air cooled, condenser units for outside of building.

Changed from 2.1.4 The vendor will provide the correct size of (1) "A" coil and (1) pair of line sets to complete the installation of the 4 ton unit.

Changed to read: 2.1.4 The vendor will provide and install the correct size of (2) new "A" coils and (2) new line sets to complete the installation of the 2 Condenser units located outside of building.

Changed from: 2.1.5 The vendor will provide stainless steel drip pans under condenser units.

Changed to read 2.1.5 The vendor will provide (2) stainless steel drip pans under condenser units located inside of building."

Removed: 2.1.7 The vendor will use, remove old condensers and reuse the working condenser outside.

Removed: 2.1.8 The vendor will reuse line sets outside of building.

Changed from 2.1.9 The vendor will repair the existing louver system of exhaust to work with new condenser units.

Changed to read 2.1.9 The vendor will repair the existing louver system to work as originally intended. The exhaust system and louvers will be interlocked to the HVAC system."

Changed from: 2.1.11 The vendor will add new refrigerant to all air conditioning units.

Changed to read 2.1.11 The vendor will add new refrigerant (410 A) to all condenser units.

Removed: 2.1.12 The vendor will inspect and do a complete service on outside Units to ensure they are in proper working order.

ADD: 2.1.16 A low ambient kit to be installed on all condenser units.

ADD: 2.1.17 Drywall in mechanical room to be removed, replaced, and repaired The whole wall does not have to be painted only where the wall was disturbed and finished. The finish only has to be as consistent as the rest of the wall that is in place.

SIGN IN SHEET

Request for Proposal No.

Date: 7-20-11

PLEASE PRINT

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

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>B-V-A Heating & Cooling LLC</u>	<u>13972 George Washington Hwy</u>	PHONE <u>304-454-9714</u>
Rep: <u>Bob Ayers</u>	<u>Rowlesburg WVa 26425</u>	TOLL FREE <u>304-290-2895</u>
Email Address: <u>bob.ayers@yaho.com</u>		FAX <u>304-454-9716</u>
Company: <u>Central Heating</u>	<u>1265 Banner Ridge Rd</u>	PHONE <u>304-363-7353</u>
Rep: <u>Jimbo Ferguson</u>	<u>Fairmont WVa</u>	TOLL FREE
Email Address: <u>Dan 4070 a) AOL.com</u>		FAX <u>304-363-1510</u>
Company: <u>Tri-State Roofing and Sheet Metal</u>	<u>101 S Mendocville Rd</u>	PHONE <u>304-485-6593</u>
Rep: <u>Cory Strong</u>	<u>Davisville Wv</u>	TOLL FREE
Email Address: <u>Cstrong@tri-state-service.com</u>		FAX <u>304-485 5248</u>
Company: <u>STANDARD AIR</u>	<u>3704 Woodrose Dr</u>	PHONE <u>304 290-1945</u>
Rep: <u>Dolph White</u>	<u>Pitt PA</u>	TOLL FREE
Email Address: <u>dolphwhite@yahoo.com</u>		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

Date: 7-20-11

SIGN IN SHEET

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Request for Proposal No.

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>WVDOH</u>	<u>P.O. box 4220</u>	<u>(304) 842-1598</u>	
Rep: <u>Chuck McCullough</u>	<u>CLARKSBURG WV</u>		
Email Address: <u>Chuck.J.McCullough@wv.gov</u>	<u>26302</u>		<u>(304) 842-1616</u>
Company: _____	_____	PHONE TOLL FREE	FAX
Rep: _____	_____		
Email Address: _____	_____		
Company: _____	_____	PHONE TOLL FREE	FAX
Rep: _____	_____		
Email Address: _____	_____		
Company: _____	_____	PHONE TOLL FREE	FAX
Rep: _____	_____		
Email Address: _____	_____		