



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 |
| GSD126420 |

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|------|
| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| KRISTA FERRELL 304-558-2596 |

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 12/06/2011 | | | | |

BID OPENING DATE: 12/13/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|--|------------|--------|
| | | | | ADDENDUM NO. 1 | | |
| | | | | THIS ADDENDUM IS ISSUED TO: | | |
| | | | | 1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND | | |
| | | | | 2.) ANSWER ALL TECHNICAL QUESTIONS RECEIVED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD126420). | | |
| | | | | BID OPENING DATE REMAINS: 12/13/2011 | | |
| | | | | BID OPENING TIME REMAINS: 1:30 PM | | |
| | | | | ***** END ADDENDUM NO. 1 ***** | | |
| 0001 | 1 | EA | | 031-13 | | |
| | | | | CHILLERS, AIR | | |

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.html 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).

GSD126420 Technical Questions and Answers

Q1a. We performed a walk through and went to item no. 2 under scope of work on page 11. This indicated that pump no. 9 has bad bearings and has automatically shutdown. Our observations were that the pump was operating and when we asked which bearings (pump, motor or both) were bad, we did not get a clear answer. There was no answer for why the pump was running with no problems indicated. This could dramatically affect pricing. How should this be priced when the scope is clearly undefined?

Q1b. The scope of work mentions bad bearings in Pump #9, but when we inspected the pump it was operating. Which bearing is bad in the pump or is the motor bearing bad?

A1. We do not know which bearing is bad and have no diagnostic report to tell us.

Q2a. Item no. 1 under the scope of work on page 11 indicates chiller no. 1 fault indicator states it has a problem with the controls. When the question was asked if it had been diagnosed and, if so, what was needed to repair it (micro boards, etc.) no clear answer was given. It was only stated that it will not start. Are diagnostics part of this RFQ? If so, how can parts be priced prior to knowing which has failed? This can dramatically affect pricing.

Q2b. How do we know what to quote for Chiller #1? There is no way to tell exactly what is wrong without considerable diagnostic time. If another vendor was paid to diagnose the problem, this puts them at a significant advantage for quoting the repairs.

A2. There have been no diagnostics run for this problem therefore, diagnostics would be required. The Agency cannot say how a contractor should price their bid.

Q3a. The contract period of 5 days for completion from notice to proceed could possibly not be met due to vendor supplied parts. Once notice to proceed is issued, it may be necessary to perform diagnostics as stated in question no. 2 above, then materials ordered, received and work completed. Are vendor delays an exception to the 5 days and the liquidated damages of \$250 per day as stated in the RFQ on page 12?

Q3b. Why does the work need to be completed within 5 days of notice to proceed. If parts are required, it will probably take longer than 5 days to get the parts.

A3. The State reserves the right to impose liquidated damages in accordance with the West Virginia State Code 5A-3-4(8). Demonstrated intent, steady progress to resolve the problem and supplier delays may be considered exceptions by the State.

Q4a. This job could be priced as little as \$500.00 up to an unknown amount. Is the bid bond required for jobs less than \$2,500.00?

Q4b. Do we need to provide a 5% bid bond if the bid is less than \$25K?

A4. A bid bond is required according to the terms and conditions of the RFQ.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 62126420

Date: 11/30/2011

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: | ELCO MECHANICAL CONTRACTORS |
| Firm Address: | PO BOX 349 CHARLESTON WV 25322 |
| Representative Attending: | WILLIAM ASHWORTH |
| Phone Number: | 304 346 0546 |
| Fax Number: | 304 346 0548 |
| Email Address: | ELCO@SUPPORTLINKMAIL.COM |

| | |
|---------------------------|----------------------------|
| Firm Name: | E.S.D. |
| Firm Address: | |
| Representative Attending: | Anthony Theeten Bob Cooper |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

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|---------------------------|------------------------------------|
| Firm Name: | Alpha Mechanical Services |
| Firm Address: | 401 27th Street Dunbar WV 25064 |
| Representative Attending: | Randy Barnett |
| Phone Number: | 304 902 0341 |
| Fax Number: | 502 400 4941 |
| Email Address: | Randy.Barnett@alpha-service.com |

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

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|---------------------------|---|
| Firm Name: | Alpha Mechanical |
| Firm Address: | PO Box 349 Charleston WV Louisville Ky. |
| Representative Attending: | Gene Bossel |
| Phone Number: | 606-585-5392 |
| Fax Number: | 502-400-4957 |
| Email Address: | Gene.Kessel@alpha-service.com |

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 65D 26420

Date: 11/30/14

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: | <u>Casto Technical Services</u> |
| Firm Address: | <u>590 Jean Sullivan Way Charleston WV</u> |
| Representative Attending: | <u>Joe Linnville</u> |
| Phone Number: | <u>304 346 0549</u> |
| Fax Number: | |
| Email Address: | <u>Chris.linnville@castotech.com</u> |

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

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|---------------------------|--------------------------------------|
| Firm Name: | <u>Simco Inc.</u> |
| Firm Address: | <u>PO Box 460 CULLODEN, WV 25510</u> |
| Representative Attending: | <u>GRANT SPENCER</u> |
| Phone Number: | <u>304-562-7705</u> |
| Fax Number: | <u>304-562-0320</u> |
| Email Address: | <u>gspencer@simcowv.com</u> |

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

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|---------------------------|---|
| Firm Name: | <u>Nitro Mechanical</u> |
| Firm Address: | <u>4300 First Avenue 2nd Street P.O. Box 875 Nitro WV 25143</u> |
| Representative Attending: | <u>Jason Byrd</u> |
| Phone Number: | <u>304-204-1500</u> |
| Fax Number: | <u>304-204-1350</u> |
| Email Address: | <u>jbyrd@nitromechanical.com</u> |

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