



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
DEFK8177

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

PROPERTY

*709051325 304-755-0373
ROCK BRANCH MECHANICAL INC
132 HARRIS DRIVE

POCA WV 25159

SHIP TO

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
3 ARMORY WAY

SUMMERSVILLE WV
26651 304-201-3870

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **02/28/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-10		
<p>HVAC MAINTENANCE & SUPPORT SERVICES</p> <p>OPEN-END CONTRACT TO PROVIDE HVAC MAINTENANCE AND SUPPORT SERVICES FOR THE NATIONAL GUARD ARMORY, SUMMERSVILLE, WV PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 2/20/2008; 10:30 AM NATIONAL GUARD ARMORY 3 ARMORY WAY SUMMERSVILLE, WV 26651</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Rose Seibert* TELEPHONE **(304) 755 0373** DATE **2/28/08**
 PM Coordinator FEIN **35-0615432** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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REV. 9/98						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
EXHIBIT 10						
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 NOS.:						
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 THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES						

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<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Rose Seabelt</i> SIGNATURE <i>Rock Branch Mechanical</i> COMPANY <i>2/28/08</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Rock Branch Mechanical, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 000607</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A</p>						

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<p>COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT</p>						

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				REQ. NO. : DEFK8177-----		
				BID OPENING DATE: 2/28/08-----		
				BID OPENING TIME: 1:30 PM-----		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>(304) 755-5270</i>		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Rose Seabolt</i>		
				***** THIS IS THE END OF RFQ DEFK8177 *****		52,420.49

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1. Testing, Adjusting, Preventive maintenance, emergency services and repairs of heating ventilation and air conditioning (HVAC) system, and for the Digital (DC) temperature control system. Contract shall be awarded based on the Base Bid Cost (HVAC Maintenance Contract).

2. Pre-Bid Conference. A mandatory on site Pre-Bid Conference shall be held on February 20, 10:30 AM. Failure to attend will result in bid disqualification.

3. The purpose of this contract is to provide the contracted assurance that the HVAC equipment and DC operates within the prescribed guidelines. Vendor shall be fully responsible for the HVAC system's operation, reliability and performance to ensure environmental comfort and energy efficiency to the owner and minimize risk management.

4. The intent of this contract program is to provide the Owner with assurance that the HVAC equipment functions in the prescribed manner within the required performance guidelines. The vendor shall be fully responsible for the HVAC system's operation, reliability and performance. Optimize benefits including environmental comfort, risk management and energy efficiency shall be provided to the Owner.

5. Renewal. Shall be in accordance with the Terms and Conditions of this contract. Shall be limited to three successive one year periods. Vendor is responsible to notify the Owner of its intent to renew within 60 days of termination of the contract with a letter of intent.

6. Vendor Qualifications. Proven successful testing, adjusting, commissioning, preventative maintenance, emergency service and repair experience of complex Commercial HVAC equipment/systems. Vendor shall be a factory authorized service agency of commercial HVAC equipment including McQuay, Carrier, York, Trane or approved equal, and shall have factory trained/certified technicians providing services to fore mentioned equipment.

7. Bid Opening Date: 2/28/2008; 1:30 PM

8. Invoicing. Preventive Maintenance shall be billed quarterly in arrears. Trouble calls, service orders, job orders shall be billed at time of completion.

9. Vendors:

A. Contact Telephone Number (304) 755-0373B. Emergency Contact Telephone Number (304) 755-0373

10. SCOPE OF WORK REQUIREMENTS

A. Provide initial inspection of equipment within 45 days of effective date of this contract (Notice to Proceed). Note: the Vendor shall notify the resident facilities manager / building maintenance mechanic a minimum of 15 days prior to the scheduled date of the initial inspection. Initial inspection shall include confirming that all scheduled equipment operates in conformance with the design requirements. It is not the intent of this Contract to provide air or water balancing services. Rather, it is the intent of this contract to provide the Owner with assurance that the HVAC equipment has been installed in the prescribed manner and is continuously operating within the required performance guidelines. It is required that systems that are determined to be deficient or unable to perform to specification (ie., sound requirements, cooling/heating capacity, insufficient airflow, waterflow, static pressure, etc.,) be brought to the immediate attention of the resident Facilities manager / building maintenance mechanic, and in written form, to the Owner to allow for design evaluation/mitigation of the conditions leading to the situation.

B. The initial inspection shall include providing a documented report of test results for all scheduled HVAC equipment including a minimum of the following:

i. Air Handling Systems / Rooftop Unit Test Report

Unit Identification

Location / Area Served

Make and Type

Model # / Serial # and Unit Size

Unit Arrangement and Class

Discharge Arrangement

Fan and Motor Sheave Make, Size (Pitch
Diameter) and Bore fan and Motor Sheave Center to

Center Dimensions and Adjustment

Number of Belts, Make and Size

Number of Filters, Type and Size
 (Make, Frame Size and Type) Motor Horsepower and RPM
 Motor Voltage, Phase and Hertz Motor Full
 Load Amperage and Service Factor Measured Running Load
 Amps of Motor Operating Airflow Rate (CFM) System
 Static Pressure (in.wg.)
 Fan RPM Discharge Static Pressure (in.wg.)
 Filter Static Pressure (in.wg.) Cooling Coil / Heating Coil
 Static Pressure (in.wg.) Compartment to
 Compartment Static Pressure Differentials
 (in.wg.) Minimum Ventilation Airflow / Outside Air
 Damper Position Return Airflow
 Vortex / VFD Position

ii. Apparatus – Hydronic/Refrigerant Coil Test Report

Unit Identification
 Location / Area Served
 Coil Type
 Number of Rows
 Fin Spacing (Fins/Inch)
 Make and Model #
 Face Area (Square Feet)
 Tube Size (NPS)
 Tube and Fin Materials
 Circulating Arrangement (3-way or 2-way)
 Average Airflow Velocity
 Airflow Rate
 Air Pressure Drop
 Outside Air Temperature (Dry Bulb and Wet Bulb)
 Return Air Temperature (Dry Bulb and Wet Bulb)
 Mixed Air Temperature (Dry Bulb and Wet Bulb)
 Leaving Air Temperature (Dry Bulb and Wet Bulb)
 Hydronic Coil Flow (GPM)
 Total Heating Capacity (Btuh)
 Total and Sensible Cooling Capacity (BtuH)
 Water Pressure Drop (ft.hd.or psig)
 Entering Water temperature Leaving
 Water Temperature DX Refrigerant
 Expansion Valve and Refrigerant Type
 Refrigerant Suction and Liquid Line Pressures (psig)

Refrigerant Suction Temperature

iii. Apparatus – Electric Coil Test Report

Unit Identification

Location

Coil Identification

Capacity (BtuH)

Number of Stages

SCR Modulating or On-Off Control

Volts/Phase/Hertz

Rated Amperage

Airflow (CFM)

Face Area (Square Feet)

Minimum Face Velocity

Installed Fuse/Breaker Size for Overload Protection

Entering Air Temperature

Leaving Air Temperature

iv. Pumps – Test Report

Mark location of discharge valve(s) for reference.

Open 2-way control valves and operate variable speed drive at 100%. Verify pump impeller size by operating the pump with the discharge valve closed. Verify with pump manufacturer that this will not damage the pump. Convert pressure to head and correct for differences in gage locations. Note operating point on manufacturer's pump curve at zero flow and confirm impeller size. Check system resistance. With all valves open, read pressure differential across pump and mark the pump manufacturer's head-capacity curve. Adjust pump discharge valve until design water flow is achieved. If an overramping condition is experienced, discontinue test and report condition to Owner. Verify pump motor brake horsepower. Calculate the intended brake horsepower for the system based on the pump manufacturer's performance data. Record calculated brake horsepower and nameplate data on pump motor. Report flow rates that cannot be adjusted within +/- 5% of design to Owner.

v. Compressor / Condenser Units – Test Report

Unit Identification

Location

Unit Make and Model #
 Manufacturer's Compressor Serial #'s
 Compressor Make
 Refrigerant Weight (1lbs.)
 Low Ambient Temperature Cutoff (Deg. F)
 Entering Condenser Air Temperature (Dry Bulb)
 Leaving Condenser Air Temperature (Dry Bulb)
 Number Fans
 Condenser Fan RPM
 Condenser Fan Airflow (CFM)
 Condenser Fan Motor Make, Frame Size, RPM and Horsepower
 Condenser Fan Motor Voltage
 Condenser Fan Motor Amperage
 Control Settings
 Unloader Set Points
 Low Pressure Cutoff Setting (psig)
 High Pressure Cutoff Setting (psig)
 Suction Pressure (psig)
 Suction Temperature (Deg.F.)
 Condenser Refrigerant Pressure (psig)
 Condenser Refrigerant Temperature (Deg.F.)
 Oil Pressure (psig)
 Oil Temperature (Deg.F.)
 Crankcase Heater KW

vi. Boilers – Test Report

	Boiler Model and Serial #	
	Burner Input Rating	
	Boiler Output Rating	
	Water Flow Rate	
	Entering Water Temperature	
(Deg.F.)		
	Leaving Water Temperature	
(Deg.F.)		
Measured Flu Gas Temperature (Deg.F.)		
	Measured Flu Gas O2 and CO2	Level
Calculated Boiler Operating Efficiency (%)		

vii. Heat Exchangers – Test Report

Water Flow Rate (GPM)
 Control Valve Model (Cv)
 Entering Steam Pressure (psig)
 Entering Water Temperature
 (Deg.F.)
 Leaving Water Temperature
 (Deg.F)
 Water Pressure Drop (psig)

C. Provide equipment performance testing in conjunction with initial inspection as described above.

D. It is required that the Vendor record all pre-inspection settings and post inspection settings of all devices in the initial inspection report. Any devices that do not have an indexed method by which the position can be recorded shall have a mark placed by a shaft, damper blade, etc, so that the balanced position can be restored in the event that repairs, such as the replacement of a damper operator, is required at some future date. This shall be by permanent marker, dated by Vendor and labeled accordingly.

E. Vendor shall be responsible for inspecting and updating Operating & Maintenance (O&M) manuals to ensure "completeness" with respect to technical literature, O&M procedures, parts list, assembly diagrams and wiring diagrams. In addition, Vendor shall update/enhance O&M manuals to incorporate all pertinent technical information into a systems specific document that shall be maintained "on-site". The O&M manual shall be annually updated to include performance checklist and calibration reports of all scheduled equipment.

G. Vendor shall be required to furnish test and calibration equipment that is of sufficient quality and accuracy to test/measure the operating performance of scheduled equipment and compare results to specify / industry standard tolerances. Test and calibration equipment shall be calibrated per manufacturer's recommended intervals and calibration certificate shall be documented/affixed to each instrument. Submit list of proposed test equipment.

H. Vendor shall test and ensure the function/reliability of integral safety devices such as low water cut-off, pressure limits, low refrigerant, freeze-state (hardwired and software).

I. Vendor shall provide on-site preventative maintenance, inspections, emergency service and all labor and parts, including oil, refrigerant, air filters and other materials to diagnose, repair or replace components of scheduled equipment to ensure proper function (minimum of 4 inspections per year, Quarterly).

J. The Contractor shall furnish all required parts and labor excluding repairs due to negligence, acts of God, war, power fluctuations, or conditions caused beyond the reasonable control of Vendor.

K. A documented service report shall be provided with each on-site inspection/service call shall and shall include performance checklist results for all equipment, list of adjustments, repairs or equipment replaced to include recommended further action, if required.

L. Vendor must be available (on call) twenty-four (24) hours per day, seven (7) days per week to respond to requests for emergency service. Vendor must respond to calls for service within four (4) hours of notification. Failure to respond within four (4) hours will result in a charge to the Vendor of \$100.00 per hour for each hour over the four (4) hour limit. Emergency phone numbers shall be included within the bid.

11. DC SCOPE OF WORK REQUIREMENTS:

A. Vendor shall provide testing, maintenance, preventive maintenance services and repairs of the DC system equipment, to include all ancillary components. Ancillary components shall include but not be limited to; low voltage power supply(ies), transducers, wiring, valve and damper operators, sensors, relays, low temperature detection thermostats (freeze-stats), etc. Control equipment not included within the scope of work shall be limited to factory mounted controls installed on the chillers, boilers, and domestic hot water units. All technicians performing service on facility equipment will be certified / trained by equipment manufactures.

B. Vendor shall be responsible for testing and verifying the function of the complete DC system and documenting the performance in accordance with design intent and documentation in accordance with industry standard guidelines to ensure that programmed

sequences of operation are complete and exactly meet the design requirements. Test procedures shall fully describe; system configuration (sequence of operation), calibration requirements of all analog input devices, evaluation procedures for all modulating output devices for smoothness of control operation (complete stroke output device/directional travel), evaluating all status inputs/electrical interlocks, evaluating all 2-position (on-off) control/interlocks and steps required for each test. The test procedures shall be appropriately documented in order for another party to repeat the tests with virtually identical results for accuracy.

D. Vendor shall establish seasonal software trending of operational variables, ie., temperature, pressure, relative humidity, etc., and perform documented comparative analysis via tables and/or graphs to evaluate optimum control tuning and parameters for achieving and maintaining set point (annual minimum of 1 documented evaluation for heating and cooling season).

E. Vendor shall be required to furnish test and calibration equipment that is of sufficient quality and accuracy to test/or measure DC system accuracy/performance and compare results to specified tolerances. Test and calibration equipment shall be calibrated per manufacturer's recommended intervals and calibration certificate shall be documented/affixed to each instrument.

F. Vendor shall be responsible for inspecting and updating Operating & Maintenance (O&M) manuals to ensure "completeness" with respect to technical literature, O&M procedures, parts list, assembly diagrams and wiring diagrams. In addition, Vendor shall update/enhance O&M manuals to incorporate all pertinent technical information into a systems specific document that shall be maintained "on-site". The O&M manual shall be annually updated to include software/hardware performance checklist and calibration reports of all software/hardware equipment.

G. Vendor shall test and ensure the function/reliability of integral safety devices such as freeze-stats (hardwired and software).

H. Vendor shall provide on-site test and review of software/hardware to ensure proper function (minimum of 2 inspections per year). The Vendor shall be responsible for all needed DC system repairs and/or Equipment requiring replacement. The Vendor shall furnish all required parts and labor excluding repairs due to negligence, acts of God, war, power fluctuations, or conditions caused beyond the reasonable control of Vendor.

12. Preventive maintenance
- A. Job labor and associated travel expenses required to clean, alignment, calibration, tighten, adjustments, lubricate, and paint equipment. Activities include:
- I. Cleaning shall consist of coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles' basin' sump and float; chiller, condenser and boiler tubes. A thorough coil cleaning shall be completed during the third (3rd) quarterly preventive maintenance visit and documented by way of adhesive label mounted on the mechanical system in a location that will not interfere with its operation.
 - II. Alignment of equipment belt drives; drive couplings; air fins.
 - III. Calibrating safety controls; temperature and pressure controls.
 - IV. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
 - V. Adjusting belt tension; refrigerant charge; super heat; fan RPM, water chemical feed and feed rate; burner fuel/air ratios; gas pressure, set point of controls and limits; compressor cylinder UN-loaders; damper close-off; sump floats.
 - VI. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
 - VII. Painting of the exterior cabinet or shell of units for corrosion control.
- B. Filter replacement is included using Extended Surface Pleated filters to be changed on a quarterly basis. Date of filter replacement shall be annotated on an adhesive label for each unit in a location that will not interfere with its operation.

13. Trouble calls. (Other than Scheduled Preventive Maintenance) Job labor and associated travel expenses including overtime and holidays, for unscheduled work resulting from an abnormal condition. This coverage will be 24 hours per day, seven days per week. Parts / materials procurement labor (locating, ordering, expediting, and transporting) required to repair, remove, and replace broken, worn, and/or doubtful components and /or parts. Costs shall reflect other than quarterly Preventive Maintenance visits.

Bid Item 1: Preventive Maintenance Contract for the Glen Jean AFRC

Lump Sum / Base Bid for yearly Contract

Vendor shall visit location on a quarterly schedule and provide a detailed activity report to the Facilities Maintenance Manager. Report will be due within 15 (fifteen) days of completion of quarterly inspection. **Activities include:** Cleaning of coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin sump and float; chiller, condenser and boiler tubes. Alignment of equipment belt drives; drive couplings; air fins. Calibrating safety controls; temperature and pressure controls. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections. Adjusting belt tension; refrigerant charge; super heat; fan RPM, water chemical feed and feed rate; burner fuel/air ratios; gas pressure, set point of controls and limits; compressor cylinder UN-loaders; damper close-off; sump floats. Conformance with overall desired performance design and providing support services for Buildings HVAC control system. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages. Replacement of filters with pleated filters meeting existing efficiency factor. Replace filters in each / all units once a quarter. Painting of the exterior cabinet or shell of units to control corrosion as needed. Digital controls are included as

a part of this service. Vendor shall provide any and all needed materials, labor, tools, parts and equipment for work required. All technicians performing service on facility equipment will be certified / trained by equipment manufactures.

nt: Annual contract with four (4) quarterly visits. Each quarterly visit will be based on completion of preventive maintenance and services agreement.

Annual contract paid by quarterly invoice accompanied with services rendered. Fore mentioned reports and data required will be needed prior to invoicing. ALL SERVICES / PURCHASE ORDERS MUST BE INVOICED SEPARATELY.

Bid Alternate Item 1: Emergency Service calls / Trouble calls

Time and Materials

Work other than scheduled preventive maintenance (bid item #1). This coverage is 24 hours per day, seven days per week. Parts, materials and labor required to repair, remove, and replace broken, worn, and/or doubtful components and /or parts. Vendor shall provide any and all needed materials, labor, tools, parts and equipment for work required. Once a job order services have been requested a quotation for repair shall be sent to Division of Engineering and Facilities, 1703 coonskin drive, Charleston, WV 25311 with in **five (5) working days** of service request so that a purchase order can be issued for repair / services. If repairs can not be made with in a reasonable amount of time contract may be canceled.

nt: Cost to restore HVAC equipment to its original intended operating purpose.

Labor / percentage markup for materials (Example: \$25 per hour / per person and 15% markup for parts and materials) Shall be invoiced separately from Preventive maintenance contract. Fore mentioned reports, data required and / or service reports will be needed prior to invoicing. **INVOICES SHALL BE ITEMIZED TO INCLUDE QUOTATIONS.**

Billing for services shall be itemized and only contain costs agreed upon in this contract. Absolutely No other charges will be requested such as; Truck charges, miscellaneous charges, lodging charges, sur-charges, tax or any other additional fees not covered in this contract. In addition to invoice, actual service dates, service preformed to include building location, number and name, contract or purchase order number identification shall also accompany invoicing. A State Armory Board representative (at building location) signature verifying work complete is required with invoicing. Items listed above are

required for invoicing. ALL SERVICES / PURCHASE ORDERS MUST BE INVOICED SEPARATELY.

Points of Contact: The contract person at the Division of Engineering and Facilities shall be Charlie Mitchell, Michael J. Beckner, 1707 Coonskin Drive, Charleston, WV 25311 - Phone: (304)561-6333

DEFK 8178 - HVAC Maintenance Contract Bid Form

Item #	Description	Annual Usage	* Unit Price	Extended Price
1	Annual Maintenance Contract	1		\$ 7970.49
2	Regular Work Hours	80	\$ 80.00	\$ 6400.00
3	After Regular Work Hours	40	\$ 105	\$ 4200.00
4	Holiday Work Hours	20	\$ 130.00	\$ 2600.00
5	Est Annual Part Usage X % Markup	\$25,000	% M/U 25%	\$ 31,250.00
Failure to Use this form may result in Disqualification			TOTAL	\$ 52,420.49

Bidder / Vendor Information:

Name: Rock Branch Mechanical, Inc
Address: 132 Harris Drive, Poca, WV 25159
Phone# (304) 755-0373
Email roseseabolt@wvdsi.net

Contact Coordinator Information:

Name: Rose Seabolt
Address: 132 Harris Drive, Poca, WV 25159
Phone# (304) 755-0373
Email roseseabolt@wvdsi.net

* Item#1 = Annual; Items 2,3,&4 are Hourly unit prices; Item#5 = \$25,000 X % Markup over cost

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Rock Branch Mechanical, Inc.

Authorized Signature: Rose Seabolt Date: 2/28/08