



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
BVH360

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
Murray Sheet Metal
3112-7th St
Parkersburg, W.V. 26104

SHIP TO
WEST VIRGINIA VETERANS HOME
512 WATER STREET
BARBOURSVILLE, WV
25504 736-1027

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/30/2009				

BID OPENING DATE: **12/29/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
<p>HVAC MAINTENANCE SERVICES</p> <p>OPEN-END CONTRACT TO PROVIDE HVAC MAINTENANCE SERVICES TO THE BARBOURSVILLE VETERANS HOME, PER THE SPECIFICATIONS AND BID FORM.</p> <p>EXHIBIT 3</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 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) ONE (1) YEAR PERIODS.</p>						

RECEIVED
 2009 DEC 29 PM 12:24
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ronald M. White* TELEPHONE: **304-422-5431** DATE: **12-22-09**

TITLE: **ESTIMATOR** FEIN: **55-0457932** 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation
6. **BID SUBMISSION:** 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



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VENDOR

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 BARBOURSVILLE, WV
 25504 736-1027

DATE PRINTED 11/30/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **12/29/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 TO 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ronald M. White</i>	TELEPHONE 304-422-5431	DATE 12-22-09
TITLE ESTIMATOR	FEIN 55-0457932	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/15/2009; 10:00 AM AT THE ADDRESS LISTED IN THE "SHIP TO" SECTION. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN.</p>						

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SIGNATURE	TELEPHONE	DATE	
<i>Russell M White</i>	304-422-5431	12-22-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
ESTIMATOR	55-0457932		

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<p>BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR CABELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p>						

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SUPPORT

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<i>Russell M. White</i>						SIGNATURE
<i>Murray Sheet Metal</i>						COMPANY
<i>12-22-09</i>						DATE
REV. 11/96						
CONTRACTORS LICENSE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Russell M. White</i>	TELEPHONE <i>304-422-5431</i>	DATE <i>12-22-09</i>
TITLE <i>Estimator</i>	FEIN <i>55-0457932</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>Murray Street Mesa!</i> ...</p> <p>CONTRACTORS LICENSE NO.: <i>000006</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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>						

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SUPPLIER

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<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 (32)-----</p> <p>REQ. NO.: BVH360-----</p> <p>BID OPENING DATE: 12/29/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-428-4623</u>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Russell White</u>-----</p>						

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***** THIS IS THE END OF RFQ BVH360 ***** TOTAL: _____						

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BVH360 HVAC MAINTENANCE SPECIFICATIONS

1. This contract will cover testing, adjusting, preventive maintenance, emergency services and repairs of heating ventilation and air conditioning (HVAC) system).
2. **Pre-Bid Conference:** A mandatory on site Pre-Bid Conference shall be held on **12/15/2009 at 10:0 AM** at West Virginia Veterans Home, Administration Building, 512 Water Street, Barboursville, WV. Failure to attend will result in bid disqualification.
3. The purpose of this contract is to provide contracted assurance that the HVAC equipment 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 to minimize risk.
4. **Renewal.** Shall be in accordance with the Terms and Conditions of this contract and 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.
5. **Qualifications:**
 - a. **Vendor Qualifications.** Proven successful testing, adjusting, commissioning, preventative maintenance, emergency service and repair experience of complex Commercial HVAC equipment/systems. Vendor should be a factory trained/certified to service commercial HVAC equipment including, Carrier, York, Trane, or approved equal, and shall have factory trained/certified technicians providing services to fore mentioned equipment.
6. **Invoicing.** Quarterly in arrears.
7. **Vendors:**
 - a. **Contact Telephone Number:** 304-422-5431
 - b. **Emergency Contact Telephone Number:** 304-422-5431
8. **SCOPE OF WORK REQUIREMENTS**
 - a. Vendor shall provide onsite Preventive Maintenance Services and inspections. Vendor shall be responsible to provide all labor materials and equipment to ensure contract agreement is fulfilled. This includes but limited to items ensuring OSHA requirements are observed, lifting equipment to access HVAC and components thereof, and any other type of testing or calibrating instrument needed to fulfill contractual obligations.

- b. 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. Vendor is responsible for demonstrating or providing reasonable proof for exception.
- c. A documented service report shall be provided with each on-site inspection/service call and shall include performance checklist results for all equipment, list of adjustments, repairs or equipment replaced to include recommended further action, if required.
- d. Vendor must respond to calls for emergency service within twenty-four (24) hours of notification. Emergency phone numbers shall be included within the bid.

9. Preventive maintenance

Job labor and associated travel expenses required to clean, alignment, calibration, tighten, adjustments, lubricate, and paint equipment. Activities include:

- a. Cleaning shall consist of coil surfaces (**coils to be cleaned annually**); fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; and condenser.
 - b. Alignment of equipment belt drives; drive couplings; air fins.
 - c. Calibrating safety controls; temperature and pressure controls.
 - d. Tightening shall include but not limited to electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
 - e. 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; damper close-off.
 - f. Lubrication of equipment will follow manufactures prescribed instructions to include motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
 - g. Painting of the exterior cabinet or shell of units for corrosion control.
10. Preventive Maintenance quarterly visits time line shall be established by the Owner and the successful bidder at the time of the award of the contract.
11. Filters and Filter service is included using correct filters specified by the manufacturer to be changed on a quarterly basis. Filters in the Packaged

Terminal Air Conditioning units shall be cleaned quarterly and/or replaced as necessary.

12. Packaged Terminal Air Conditioning units shall be removed and cleaned annually. All units do not need to be serviced in a single quarter, as long as a yearly rotating schedule is maintained.
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 is 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. Parts will be reimbursed on actual cost plus the mark-up above cost and shall be supported by actual invoices showing the cost(s) Costs shall reflect other than quarterly Preventive Maintenance Services visits.
14. **Payment:** Annual contract paid by quarterly invoice accompanied with services rendered. Fore mentioned reports and data required will be needed prior to invoicing. **Dates of service, contract purchase order number, type of service provided, unit name / location / description and cost descriptions shall be clearly annotated on all invoices. No truck charges, misc charges or any other charge not agreed upon in this contract will not be acceptable. Failure to do so will only delay payment.**

EMERGENCY SERVICE CALLS/TROUBLE CALLS

- Unit:** Time and Materials
- Description:** Work other than scheduled Preventive Maintenance Services listed above. 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. Parts will be reimbursed on actual cost plus mark-up above cost and shall be supported by actual invoices showing the cost(s). Vendor shall mail or fax a proposal repair estimate to include cost prior to completing work for items over \$1000.00. For items under \$999.00 approval via phone is acceptable. Contact name and number is: Donna Hicks or Mark Filipek at (304) 736-1027. Address is: 512 Water St., Barboursville, WV 25504.
- Measurement:** Cost to restore HVAC equipment to its original intended operating purpose.
- Payment:** 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 Services contract. Fore mentioned reports, data required and / or service reports will be needed prior to invoicing. **INVOICES SHALL BE ITEMIZED. Dates of service, contract purchase order number, type of service provided, unit name / location / description and cost descriptions shall be clearly annotated on all invoices. No truck charges, miscellaneous charges or any other charge not agreed upon in this contract will not be acceptable. Contractor shall also provide copies of their cost of materials as verification of mark up. Failure to do so will only delay payment.**

Points of Contact: The contract persons at the West Virginia Veterans Home shall be Donna Hicks, Fiscal Supervisor or Mark Filipek, Maintenance Supervisor at 512 Water Street, Barboursville, WV 25504 -- Phone 304-736-1027

ATTACHMENT A

This contract includes all HVAC equipment located at the West Virginia Veterans Home. It is the responsibility of the vendor to obtain a complete equipment inventory and verify equipment quantities.

1. One (1) HVAC Trane 13 ton - Building J Rooftop
2. One (1) HVAC Armstrong 150,000 BTU - Building H
3. One (1) HVAC Armstrong 150,000 BTU - Building D Rooftop - Kitchen Break Room
4. One (1) HVAC Carrier 10 ton - Building D Rooftop - Kitchen Break Room
5. One (1) Goodman A60-00 Heat Pump-A/C - Building J Lower Level

5

UNINTED is An Islandair Dist.

PACKAGED TERMINAL AIR CONDITIONING UNITS

*EZ 12133 CSE 1AXXDM
CO42 203817*

1. Forty-Six (46) Islandaire - Heat/Cool thru wall units - Building B
2. Forty-three (43) Islandaire - Heat/Cool thru wall units - Building C
3. Seventy-three (73) Islandaire - Heat/Cool thru wall units - Building D
4. Eleven (11) Islandaire - Heat/Cool thru wall units - Spares - Shop
5. Nineteen (19) Trane Hot Water - A/C - Administration Building

192

PORTABLE AIR CONDITIONERS

1. One (1) Kenmore 11,600 BTU - Guard Shack
2. One (1) Kenmore 11,600 BTU - Building C Room 20
3. One (1) Carrier 21,000 BTU - Building E First Floor Office
4. One (1) Carrier 21,000 BTU - Building E First Floor Storage Area

4

BVH360 - HVAC MAINTENANCE CONTRACT BID FORM

Item #	Description	Estimated Annual Usage	* Unit Price	Extended Price
1	ANNUAL MAINTENANCE CONTRACT	4 Qtrs.	\$ 11,192.00	\$ 44,766.00
2	REGULAR WORK HOURS	80 Hrs.	\$ 69.00	\$ 5,520.00
3	AFTER REGULAR WORK HOURS	40 Hrs.	\$ 89.37	\$ 3,574.80
4	HOLIDAY WORK HOURS	20 Hrs.	\$ 112.93	\$ 2,258.60
5	EST. ANNL. PARTS USAGE x % MARK-UP	\$5,000.00	% M/U: 10%	\$ 5,500.00

Failure to use this form may result in disqualification.

Total

\$ 61,619.40

Bidder / Vendor Information:

Name:

Murray Street Metal

Address:

3112 Seventh Street
Parkersburg WV 26104

Phone#:

304-422-5431 304-588-1603

Email Address:

Russ @ Murray Street Metal. Com

Contract Coordinator Information:

Name:

Address:

Phone#:

Email Address:

This form is for bidding evaluation purposes only.

* Item #1 = Annual- 4=Qtrs./Yr.; Items 2, 3, & 4 are hourly unit prices; Item #5 = \$5,000 X % Mark-up over cost + \$5,000 = Extended Total

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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. 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>.

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

Vendor's Name: Murray Street Metal
Authorized Signature: Russell M White Date: 12-22-09

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts) West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Murray Street Metal Signed: [Signature]
Date: 12-22-09 Title: Estimator

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive