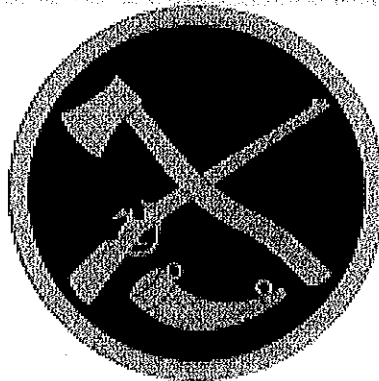


**Expression of Interest
For**

**BRAC Armed Forces Reserve Center
Commissioning Services**

Requisition #DEFK11023



Submitted by:
Eaton's EMC Engineers
706 Hillsborough Street
Raleigh, NC 27603
919.741.4378

RECEIVED

2011 JAN 11 A 10: 22

PLANNING DIVISION
STATE OF WV

EATON

Powering Business Worldwide

EMC
ENGINEERS, INC.
An Eaton Brand



Powering Business Worldwide

TABLE OF CONTENTS

- 1. Firm Profile**
- 2. Proposed Commissioning Approach**
- 3. Similar Project Experience**
- 4. Expertise of Team**

Attachments:

Signed Proposal Forms/ Addendum
Eaton's Selling Policy
Clarifications to Terms and Conditions



Powering Business Worldwide

FIRM PROFILE

EMC Engineers, Inc. (EMC), a wholly owned subsidiary of Eaton Corporation, has over 34 years of experience rooted in building engineering, troubleshooting and commissioning for all types of facility and utility systems. EMC provides a wide range of commissioning, retro-commissioning, LEED™, and other engineering consulting services to many government, university, hospital, and private clients. EMC specializes in:

- Total Building Commissioning and Building Retro-Commissioning
- Energy, Daylighting and Sustainable Design
- Measurement and Verification Plans
- LEED™ Projects
- High Performance System Design
- Field Investigations, Planning, and Programming for Building Systems

EMC is a member of the Building Commissioning Association, US Green Building Council, and ENERGY STAR® Partner, and the Geo Exchange coalition. **EMC was ranked #56 on the 2008 Consulting-Specifying Engineer Giants 100 list.** This ranks the 100 largest engineering firms in the country based on MEP revenue. EMC currently possesses technical capability in commissioning (Cx) buildings and facilities in the following areas:

Mechanical

Central Chiller Plants and Distribution
Central Heating Plants and Distribution
HVAC Systems
Hydronic Systems
Plumbing
Lab Piping / Gas Systems
Fire Protection



Controls

Direct Digital Control Systems
Laboratory Control Systems
Energy Management and Control Systems
Energy Monitoring Control Systems (EMCS)
Integrated Building Management Systems



Electrical

Emergency and Standby Power Systems
Engine Generator Systems
Lighting - Interior and Exterior
Low and Medium Voltage Distribution
Security and Intrusion Detection Systems
Fire Alarm Systems

Eaton Corporation Acquires EMC

Recognizing EMC's leadership in retrofitting and modernizing mechanical, electrical, and control systems, as well as energy modeling and analysis, facility commissioning, and energy savings performance contracting, in July 2010, diversified industrial manufacturer Eaton Corporation (NYSE:ETN) acquired EMC.





Powering Business Worldwide

Eaton Corporation is a diversified power management company with 2009 sales of \$11.9 billion. Eaton is a global technology leader in electrical components and systems. Eaton has approximately 70,000 employees and sells products to customers in more than 150 countries.

This new organization, **Eaton's EMC Engineers, Inc.**, is well-positioned to meet growing energy management needs in both the private and public sectors. For our Clients, this transition will be seamless. All EMC leadership continues forward, our project teams continue forward, and we will continue to use the same project delivery tools, deliver our high quality services, and better serve even more of our clients commissioning, energy engineering, design, and implementation needs.

Eaton Organization Overview

Eaton Corporation founded in 1911 – and based out of Cleveland, OH is a \$15.4B global power management and engineering company with product lines and service solutions that involve electrical power distribution and control equipment, engine components, and hydraulic and fluid power products for aerospace, automotive, and other industrial uses. With 75,000 employees, the company has customers in more than 150 countries.

Eaton Corporations Electrical Services & Systems (EESS) which is part of Eaton's Electrical Segment has over 1600 people globally, with 1000 Engineers & Technicians in over 100 locations, positioned to respond to industry needs for proficient design, consulting, maintenance and modernization of electrical and energy based systems. The below map highlights Eaton's engineering and service footprint in the US.

Eaton leverages this distributed network of offices and resources to build local business relationships and provide competitive and responsive support at a local level.

Eaton's Energy Service Business Unit which is a part of the EESS group – provides the following Energy Services:

- Energy Management Planning & Advisory Services
- Energy Auditing
- Turnkey Energy Conservation Project Solutions – including Performance Contracting & Alternative Funding Support



Powering Business Worldwide

PROPOSED COMMISSIONING APPROACH

LEED Commissioning



The U.S. Green Building Council (USGBC) has a definition of commissioning requirements to meet either LEED™ -New Construction (NC) projects or LEED™ -Existing Building (EB) projects. EMC's approach to LEED™ Fundamental Commissioning, for NC projects, is to follow the approach noted above for commissioning new construction, and to cover those specific requirements noted by USGBC.

The LEED™ system is currently on version three (V3), with the 2009 rating system. Eaton-EMC is currently working on a few V3 LEED™ -NC projects, and has completed many LEED™ -NC projects completed under the LEED™ 2.1 and 2.2 rating systems.

Eaton-EMC Engineers, Inc. suggests to all owners that commissioning should be completed from design-to-occupancy and we even include support during the normal one-year warranty period. The role of the Commissioning Authority (CA) is to develop and coordinate the Commissioning Plan for the project. Overall, the CA is trying to assure there is appropriate QC/QA being performed by all members of the project, to ensure the equipment and systems are functioning in accordance with the project requirements. Using an independent CA, instead of the MEP/FP design engineer, helps ensure engineers are not covering up their own errors and omissions.

Design through Warranty Phases

Eaton's EMC Engineers, Inc. suggests to all owners that commissioning should be completed from design-to-occupancy and we even include support during the normal one-year warranty period. The role of the Commissioning Authority (CA) is to develop and coordinate the Commissioning Plan for the project. Overall, the CA is trying to assure there is appropriate QC/QA being performed by all members of the project, to ensure the equipment and systems are functioning in accordance with the project requirements. Using an independent CA, instead of the MEP/FP design engineer, helps ensure engineers are not covering up their own errors and omissions.

Design Phase Commissioning Approach

Eaton-EMC's technical approach to the design phase is to utilize professional, senior engineers with a great deal of experience in good design practice, codes, and standards. Eaton-EMC will assist in documenting the Owner's project requirements (OPR), basis of design and coordinate information with the schematic design submittal. Eaton-EMC will perform focused reviews of the design development, 50% CD, 95% CD, and follow-up of design comments. Attendance to design review meetings for coordination to discuss approach and concerns with the Design Team will be beneficial for the overall success of commissioning. An outline of Eaton-EMC's design commissioning approach includes:

- Having initial meetings with the Owner and design team to discuss role of CA.
- Obtaining the OPR information from the Owner and the "basis of design" information from the design team.
- Preparing and distributing the design phase commissioning plan.



Powering Business Worldwide

- Review the construction document packages and provide comments to the design team; assure the design will be "commissionable".
- Attending design review meetings.
- Coordinating the commissioning specification development with the design team.
- Preparing sample construction checklist for equipment and systems to include in the specifications.
- Preparing sample draft functional tests for equipment and systems to include in specifications.
- Attending pre-bid meetings and answering contractor questions regarding commissioning during bids.
- Reviewing bids and contractor pricing regarding commissioning activities and submitting evaluations to the Program Manager.

Eaton-EMC would like to offer the following lessons learned regarding the design phase commissioning approach:

- Request the engineer provide the "basis of design" information and list "basis of design" information on the drawings. The engineer sometimes balks at this requirement and claims, "We were not paid to provide the basis of design." Without this information, it is hard to review the drawings and specifications, and later the construction.
- Prepare a design commissioning plan for smooth review and documentation of design submittals for the A/E. This should be coordinated closely and refined with the support of the A/E. The PMs will be key in all phases for making sure all professionals and contractors are following the commissioning plan requirements.
- Every attempt is made to review the design and add constructive suggestions that will provide improved commissioning of systems, long-term maintenance of systems, and lower energy costs for the building. During final construction pricing, in an attempt to reduce costs to "stay in budget," small but critical items are dropped for the design and construction that may be key for commissioning, maintenance, and/or cause the building to use more utilities. Make sure the PMs and A/E keep the commissioning authority updated on last minute revisions and cuts. The CA needs to provide explanations to the PMs as to the risks of cutting critical items.
- EMC will quickly complete the review of the design packages as they are produced. The packages need to be reviewed and comments fed back to the design team within one week in order to influence design changes.
- Perform a review of a sample of the A/E's design heating/cooling load calculations for accuracy, and how the values were transferred to the design documents accurately.
- The engineer will sometimes get behind producing mechanical/electrical designs that are to the same completeness level as the architect (i.e., the architect is 90% complete when the engineer is only 60% complete). Insist on extra submittals from the engineer, if the 90% project documents are not complete.
- Comments from EMC's reviewers, can get bogged down with the architect and senior engineers, and do not get incorporated effectively by the designers on the project.
- Work closely with A/E to develop strong functional test procedures to be included in with project document commissioning specifications. EMC will point out if the design has a function and/or control sequence that is known not to work effectively or be overly difficult to commission.
- Require in the HVAC controls specification that the controls contractor provide an extra software copy of the DDC system software to be used by EMC during construction, to allow EMC to remotely dial-in (or connect in through the Internet) to trend and checkout the building HVAC controls. EMC will return the software after warranty.



Powering Business Worldwide

- Include requirements in the specification that if the contractor requests the CA to inspect and observe a test and the system fails the functional test, the contractor will get one free retest. If the contractor fails the first test and the retest, the contractor will pay for the time and cost for the CA to observe all follow-on testing.

Construction and Acceptance Phase Commissioning Approach

Eaton-EMC's technical approach to the construction and acceptance phase is to utilize engineers, contractors, and technicians with a great deal of experience in construction, test and balance methods, automated controls, fire alarms, and other automated systems. Eaton-EMC has developed many of the pre-functional and functional test procedures discussed below. An outline of EMC's construction and acceptance phase commissioning approach includes:

- Conducting a partnering meeting with the construction team, to discuss commissioning scope, plan, and schedule.
- Continuing to update schedule and coordination throughout construction.
- Submitting final commissioning plan for construction with coordination and activities for User Agency and general contractor review.
- Reviewing contractor submittal for commissioning related items (start-up procedures, functional testing, etc.).
- Preparing pre-functional and final test procedures for the equipment and systems.
- Submitting test procedures to design team for review and comments related to expected sequences.
- Submitting test procedures to contractor for comments on appropriate start-up, operations, and systems safety.
- Coordinating with the contractor to witness start-up of major equipment.
- Reviewing TAB execution plan.
- Performing regular site inspection during rough-in of systems and equipment.
- Maintaining an issues log of any items found to be a problem, poorly installed, or discrepancies.
- Witnessing a sample of pipe and duct testing.
- Witnessing a sample of checkout, end-to-end testing, and calibration of controls.
- Witnessing a sample of checkout and end-to-end testing of other specialty systems, including fire alarm, communications, public address, network cabling, A/V systems, and security systems.
- Overseeing TAB, including spot checks of diffuser tests, systems testing, etc., and document findings.
- Observing first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.
- Witnessing the start-up of major equipment.
- Obtaining pre-functional reports from general contractor with sign-offs that the systems have been checked out.
- Witnessing performance testing of smoke control systems.
- Performing functional testing of each major piece of equipment, and a sampling of terminal systems to demonstrate that each item of equipment and system is operating according to the design intent and contract documents.
- Keeping a detailed log of testing of each piece of equipment.
- Reviewing O&M manuals.
- Coordinating retesting as necessary.
- Attend LEED meetings to discuss LEED issues and prepare LEED documents.
- Direct seasonal testing on equipment.
- Providing the user staff with systems training on "how the building is supposed to operate".



Powering Business Worldwide

- Reviewing, scheduling, and coordinating training for owner.
- Prepare final report of the commissioning activities.

Eaton-EMC would like to offer the following lessons learned regarding the construction and acceptance phase commissioning approach:

- Work closely with the general contractor and their subcontractors to develop an effective construction commissioning plan.
- Work closely with the general contractor and their subcontractors to initially rough in dates in the project schedule for time required to complete commissioning. Insist the contractor include some contingency time in the schedule to account for "retesting" where the contractor did not pass initial testing. As the project is progressively constructed, continue to work with the general contractor to update the project schedule.
- When considering scheduling, determine if there are adverse seasonal conditions that will affect start-up and commissioning of piping systems during winter seasons, which could be exposed to freezing conditions.
- While putting together the phasing and timing of commissioning, learn from the PM and general contractor if there will be phased occupancy for the building, which will require the commissioning to be broken into smaller, phased portions, instead of a whole building test near the end of the project.
- Setup and lead a partnering meeting of the general contractor, subcontractor, and the PM, to explain the commissioning approach, and build a commissioning team "attitude" at the beginning of the project.
- Create an effective line of communications with the PM, to the A/E team during construction. Issues arise during construction and answers need to be obtained for the design team ASAP.
- As the construction progresses, make sure the CA is "in-the-loop" when change-orders are submitted, reviewed, approved, and/or rejected.
- In developing the final pre-functional test procedures, request that the equipment suppliers provide the CA with the "company standard" start-up checklists for specific equipment, if they have something to offer. Incorporate the manufacturer's checklist with the CA pre-functional checklist.
- Complete a thorough inspection of mechanical and electrical rough-in before it is covered behind ceilings, walls, and underground installations. Make sure the contractors inform the CA about construction progress.
- Make sure contractors give the CA and others scheduling notice before start-up of major systems. General contractors and subcontractors "forget" to tell the CA about start-ups.
- Maintain a continuing "issues log" which documents deficiencies, notes date of issue, identifies the solution, and how/when it was resolved. The issues log is continually provided to the PM, the A/E, and general contractor for coordination.
- Make sure the appropriate subcontractor is filling out the pre-functional test reports correctly and completely. If the CA inspects systems which are indicated on the test report to be complete, and they fail inspection, a re-inspection can be cause for contractor to reimburse CA for extra labor and expense.
- Trend HVAC control system points and plot them to determine how well the control loops are maintaining set point. Trend points during different periods to determine if control loops are steady during varying environmental conditions.
- Work closely with the Owner's IT department to assure the contractor is installing, testing, and tagging data networking to the university's standard.



Powering Business Worldwide

- Work closely with contractors to observe all testing including such items as TAB process and witnessing control and fire alarm/smoke control functional testing. Schedule regular meetings, normally weekly, during this period to resolve issues between contractors, resolve issues with the A/E, and resolve issues with owner.
- Eaton-EMC will test the accuracy of the air and water system TAB using their own engineers and technicians.
- Install temporary data loggers if adequate instrumentation is not installed to determine proper operation. This will happen especially on equipment not connected to the FMCS.
- If systems cannot be tested under acceptable load conditions, i.e., start-up and testing of chillers in the winter, determine a future time and test period when the chillers will be tested and accepted.
- During our testing, EMC has identified failed systems. These are identified to the contractor and owner. If identical pieces of equipment are found to be failing, Eaton-EMC works with the contractor to determine a fix or replacement solution.
- Coordinate early with the owner/user to determine who will operate the building, and who should attend training. Work with the contractor to schedule training to fit owner/user schedule as best as possible. If additional or repeated training is required after occupancy, schedule this for the owner.
- Provide systems training to the operating staff so they understand how the building is "supposed to operate."
- Provide a complete commissioning report, tabbed by equipment/systems, which documents all the final settings and operating conditions of the building. Include all the testing documents from commissioning.

Warranty Phase Commissioning Approach

Eaton-EMC's technical approach to the warranty phase is to have the lead commissioning authority who was the key person for the project, assist with warranty issues. Eaton-EMC's building automation engineers will be responsible for continued trending of the systems during the warranty period.

- Reviewing and consolidating equipment warranties for the user agency.
- Make site visits quarterly to check on the building's condition and identify outstanding issues.
- Eaton-EMC will interview staff to identify specific problems, and confirm the building is operating as originally intended.
- Checking the HVAC control system status monthly via remote dial-in, and trending of key points.
- Checking with staff monthly for the first 12 months of occupancy to identify problems.
- Helping User Agency coordinate warranty issues.
- Provide another day of training for users and staff on building system operations.
- Preparing detailed evaluation after ten months on status of warranty issues and current status for the User Agency.

Eaton-EMC would like to offer the following lessons learned regarding the Warranty Phase Cx approach:

- Work with the contractor to prepare a warranty manual which identifies for the owner warranty information on all major components in the building. Some equipment warranties will extend beyond the standard one-year construction warranty period.
- Work with the owner to make sure the contractor is resolving any warranty issues. Talk with building users and staff during the warranty period to determine if there are issues that arise.



Powering Business Worldwide

- Trend HVAC temperature control loops, and check set points on a monthly basis to see if control loops are "hunting". If problems arise, get the controls contractor back on site to work on the problem.
- If additional training issues arise, coordinate training for staff with the appropriate subcontractor or manufacturer.
- Retest any systems that could not be accepted during construction commissioning, due to the season (testing chillers in summer).
- Connect into the building automation system once a month, via dial-in, and check alarm histories for problems with equipment, control loops, etc. Document problems and request contractor repairs and tuning as necessary.
- Look for trend in premature, repeated failures of the same system. Request analysis of problem from contractor/supplier. If there is a high failure rate, request a complete replacement of the system or components.

Hands-on Commissioning

Eaton-EMC's commissioning philosophy focuses on being an integral part of the project team in design and construction. We feel that preparing specifications and test forms are only a portion of what we do. We must be on site and interacting with all team members to ensure success of the project.

It is imperative that the Cx agent is able to work side by side with the contractors. Eaton-EMC will be present to document the installation and be available to troubleshoot and assist in solving problems that effect systems functionality and impact the schedule.

In addition, we will provide milestone commissioning activities for the general contractor to include in the CPM schedule. Throughout this project, Eaton-EMC will provide updates to the schedule regularly as required by the general contractor.

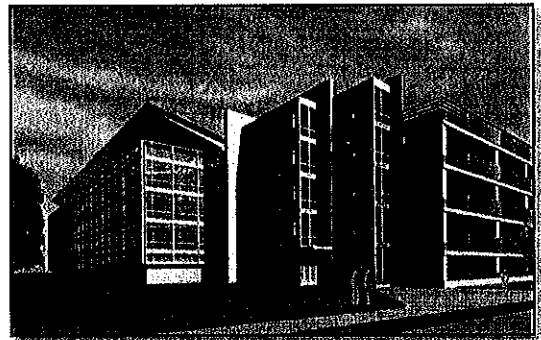
Test, Adjusting and Balancing (TAB)

Eaton-EMC's field commissioning engineers are very well versed in TAB for HVAC systems. Eaton-EMC has found that in some instances, the TAB contractor makes fundamental mistakes in performing TAB – or takes shortcuts that are not identified without oversight and checking.

Eaton-EMC's field commissioning engineers know TAB procedures, know the fundamentals of TAB, and will help the TAB contractor make sure they are performing the TAB correctly. Eaton-EMC has over \$70,000 in test equipment and will directly check and confirm the TAB contractor's work with our own equipment.

Building Automation Specialists

One of the main areas that require building commissioning during a project is the building automation HVAC control system. Eaton-EMC is regarded as one of the strongest HVAC control systems consultants in the country, especially on open-protocol systems such as BacNET and LonWorks. Additionally, Eaton-EMC has several engineers who are Certified System Integrators with Tridium™ Niagara platforms and well as Plexus™ Technologies. Many of the Engineers on our Commissioning Teams have previously worked for Controls Manufacturers and Contractors and so we truly have the controls skill-set to add value





Powering Business Worldwide

for the Client during the Cx Process. Often, the building direct digital controls are not fully designed, installed, programmed, or calibrated for effective control and optimization. Eaton-EMC's team knows how important it is to thoroughly checkout the points (end-to-end), check the control sequences, check how well the loops are tuned, and go through critical failure modes to see how the systems and building reacts.

Total Building Commissioning Capabilities

Traditionally Commissioning has focused on HVAC, Electrical, and Controls Systems on the majority of projects. Today Eaton-EMC has seen many clients expand the benefits of commissioning to the entire building. With the move world-wide to Sustainable Design, Greener Buildings, LEED™ Certification, and High Performance Buildings, integrated design and construction methods are key to realizing success. Therefore, the envelope, roof, fenestration, and other building systems must all work interactively to deliver sustainable building performance. Eaton-EMC has added envelope commissioning on numerous projects in recent years.

Eaton-EMC can provide the West Virginia DOA with the additional services listed below on any project as required either in-house or via an experienced sub-consultant(s) we have used on previous projects with great success:

- Architectural Review
- Structural Commissioning
- Waterproofing/Envelope/Roofing Commissioning
- Envelope Testing
- Pressurization Testing
- Infrared Testing and Analysis
- Vibration Testing
- Noise Testing
- BSL and Laboratory Equipment Testing and pressurization controls
- Fume Hood (ASHRAE 110) Testing
- Lab Services (Gases, De-ionized Water , Reverse Osmosis Equipment)
- Renewable Energy Systems
- Ground Fault, Distribution, Emergency Power Testing
- Data Center, Tier III, N+ Testing (redundancy)

We feel there is great value to the West Virginia DOA in Eaton-EMC's ability to "bundle" all of these services into your Cx Program. This drives down cost and drives up quality in support of your mission, and in integrating services to provide patient care with the maximum efficiency and highest quality.

Training Support for O&M Staff

Eaton-EMC knows it is critical that the O&M staff be thoroughly trained to ensure that once the building is turned over, it will continue to operate at peak performance. Eaton-EMC encourages the O&M staff to participate in functional testing to give them a detailed understanding of how systems are to operate and where all the key items are in the building.

Eaton-EMC is a big proponent of teaching staff "how systems are supposed to operate". Often the training provided by the construction contractor and the suppliers is component-by-component; but the owner's staff never understands how the building as a whole operates.



Powering Business Worldwide

Eaton-EMC provides the training plan and coordinates the training activity so the owner's staff will understand how the building is supposed to operate.

Budget Methodology

Eaton-EMC is dedicated to completing projects within the Client's budget for Cx on each project. A firmly priced budget will be created for each project, based on a specific scope of work. The final scope of work and fee proposal is negotiable, based on the West Virginia DOA requirements and means.

General Cx tasks are outlined by the USGBC LEED™ standards in order to meet prerequisite and enhanced commissioning requirements. However, there is flexibility granted by LEED™ to negotiate the manner in which the tasks are executed. Some tasks that can be negotiated include:

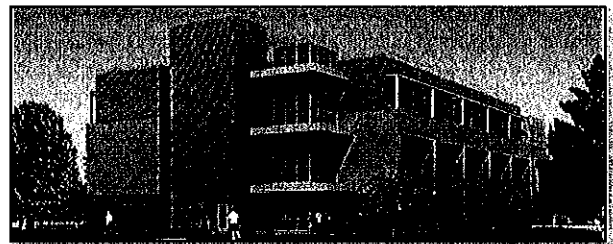
- **Job Walkthroughs.** The typical frequency for performing construction observations is dependent upon the construction schedule. During mechanical system rough-in, observations usually occur on a monthly basis. Those visits increase in frequency once equipment is started and as functional testing occurs. However, the number of job site visits can be adjusted accordingly to help meet budget requirements, if necessary.
- **Sample of Functional Testing.** LEED™ requires that the mechanical systems, HVAC controls, lighting controls, domestic hot water systems, and renewable systems are functionally tested. Within the mechanical systems, a sampling of non-critical systems is allowed. These sampling rates will be established during the negotiation of the final commissioning scope of work.

Once the final scope of work and fee proposal is agreed upon, Eaton-EMC will work closely with to ensure that the scope is executed per the contract. These tasks will be completed for the negotiated firm fixed price fee. Change orders will be requested only if additional scope is requested from the owner.

Dedication to Schedule

Eaton-EMC understands how important the schedule of this project is during both design and construction. In addition to our commissioning knowledge, we provide the following practices to ensure the West Virginia DOA milestones will be met:

- Set up good lines of communications (phone, email, etc.) with the A/E team and owner;
- Provide prompt response and local coordination;
- Review design submittals quickly and develop a tracking system for making sure comments can be incorporated or cleared
- Talk directly with the engineers to discuss design questions;
- Set up good lines of communications with general contractor managers and subcontractor supervisors;
- Make sure subcontractors know what tests and start-ups need to be witnessed by the Cx so there is no unnecessary retesting;
- Get punch list (issue logs) to the construction team quickly via email on Web-Cx system;



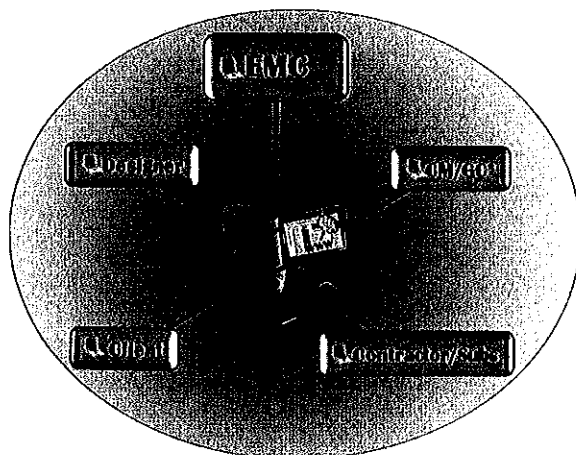
- Develop a tracking system for making sure issue log comments are incorporated or cleared;
- Work with the contractor scheduling group to develop a phased start-up of the building, allowing various systems to be completed; then tested by the Cx while other systems in the building are being completed;
- Continuously overview the testing of systems, such as TAB and controls;
- Get answers from the A/E to RFIs quickly so construction was not slowed down;
- Conduct early Cx coordination meetings early in the construction process, then increase frequency as mechanical and electrical rough-ins begin, increasing to weekly or bi-weekly during startups and functional testing (as the budget allows). This resolves issues more quickly, coordinates contractor testing schedules better, and get's all of the team on the "same page" so Cx goes as quickly and smoothly as possible with minimal retests.

Web-Cx™ and Cx Information Management

Over the years, and as technology has improved, Eaton-EMC has sought out innovations that add value for our clients. Commissioning, by its very nature, generates a tremendous volume of data relative to the process of verifying and optimizing the operation of facilities systems. In order to maintain the lines of prompt communication, Eaton-EMC is proud to offer **Web-Cx™** - An innovative Web-based Commissioning Tool that allows Eaton-EMC to immediately communicate project information to our clients and other team members. This is a tool developed by Eaton-EMC specifically to execute Eaton-EMC commissioning projects. **Web-Cx™ will be utilized by EMC and all proposed subconsultants on each project nationwide.**

Through Web-Cx™, owners can view test results as they become available and track project-related communications and activities on a daily basis. Eaton-EMC and building owners can share project information with other interested parties such as architects, the CM/GC, and other engineers at their discretion.

Web-Cx™ "comes with" Eaton-EMC on every Commissioning project we perform. It is exclusive to Eaton-EMC Engineers and is offered at no additional cost to Fayetteville State University. It is completely scalable and fully capable of putting all Commissioning data on the desktop of the appropriate FSU staff member via simple web login. There is no software or FSU network resource required, merely access to the internet.





Powering Business Worldwide

Applications contained in Web-Cx™ include:

- **Activity Reports** - provides the ability to track Cx activities as they are performed daily.
- **Cx Process** - allows users to share information on Cx deliverables, including tasks and milestones, along with pertinent information such as dates and responsibilities.
- **Design Review** - provides for peer review of design/construction documents. The application makes the review process interactive for the Client and Design Team saving time and keeping communications clear.
- **Issues Log** - provides the ability to track Cx issues and system deficiencies throughout Cx process.
- **Submittal Review** - provides users with the opportunity to review contractor submittals, product data, execution plans, etc. in an interactive format.
- **Functional/Prefunctional Tests** - provides test data as it becomes available, thus allowing seeing results as tests are performed.

This web based approach adds quality control to the commissioning process through:

- All information on the project is available "real time" to the internal project team, as well as to anyone given password access. The Cx Team Leader is able to review the latest commissioning meeting minutes, issues logs, and the status of functional testing as the information is input into the software tool. The QC reviewer can check project status at any time, from any location.
- The owner, design team, and construction team can be given different levels of access to their project, based on the password assigned. With the right level of password access, the project can be transparent to any member of the team.
- All project information is captured electronically to the commissioning database. There are minimal iterations of data entry for information between the field notes and the final report. All data is backed up daily on Eaton-EMC's servers.

As the Commissioning Agent, Eaton-EMC becomes part of the project team. We keep abreast of project progress and issues by reviewing correspondence and submittals, and by attendance at select project design meetings. During construction, we hold Cx meetings with the contractor and subs, normally as an adjunct to the regularly scheduled CM/subs meetings.

For written reports, Eaton-EMC is skilled at preparing concise, accurate information. Our site observation reports employ detailed, annotated pictures to effectively communicate potential issues. Additionally to further effective communications, we do not leave the site without first reviewing our findings with the CM.



Powering Business Worldwide

SIMILAR PROJECT EXPERIENCE

Project 1	Arkansas Air National Guard A-10 Composite Maintenance Facility (EMC was sub to SSI General Contractors) Date: Construction November 2007 – March 2009 Building: Size: 29,560 sf Type (new or existing): One-story (occupied) facility Hangar for performing maintenance on the A-10 aircrafts / Business Offices & Administration spaces.
Owner Contact	Mr. Steven Bridges QC Manager Arkansas Air National Guard 4850 Leigh Avenue Fort Smith, AR 72903 479-573-5771
Systems Commissioned	Mechanical System and Equipment: <ul style="list-style-type: none">• HVAC components and systems including temperature and energy management controls and control sequences.• Make-up Air Units, Air Handling Equipment, and air distribution systems.• Gas-fired Infrared heating units and systems.• Exhaust systems.• HVAC Air-to-air Split DX Heat Pumps and systems.• Domestic Water Heating system. Electrical System and Equipment: <ul style="list-style-type: none">• Distribution systems.• Lighting controls.• Voice and Data systems• Television Cable system Specialty Components, System and Equipment: <ul style="list-style-type: none">• Fire protection sprinkler systems.• Fire Alarm systems.

Project 2	Secure Command & Control Facility, Fort Stewart, GA (EMC was sub to the Sack Company) <u>Date:</u> Construction Period: November 2005 – November 2007 <u>Building:</u> Administration and Garrison Headquarters <u>Size:</u> 90,000 sf <u>Type</u> (new or existing): New, three-stories plus attic
Owner Contact	Mr. Matthew Kilmer Owner Project Manager US Army, Corps of Engineers Fort Stewart, GA 912-767-9840

Project 3	Alabama Air National Guard Alert Crew Quarters (EMC was sub to Pond Company) <u>Date:</u> Construction Period commencing spring 2010 <u>Building:</u> One-story, residential, dormitory-style building to
------------------	--



Powering Business Worldwide

	achieve a LEED Silver rating <u>Size:</u> 4,086 sf <u>Type (new or existing):</u> New
Owner Contact	Mr. Chris Jenkins Project Architect Pond & Company, Inc. 3500 Parkway Lane Suite 600 Norcross, GA 30092 678-336-7740

Project 4	Aircraft Component Repair Facility HVAC Commissioning, Warner Robins Air Force Base Warner Robins, Georgia (EMC was sub to Benham) <u>Date:</u> Construction Period: Autumn 2008 – Autumn 2009 <u>Building:</u> Aircraft Component Repair Facility, designed to fulfill LEED EA Prerequisite 1 "Fundamental Commissioning" <u>Size:</u> 63, 589 (62,008 Footprint) <u>Type (new or existing):</u> New, high-bay, Industrial/Maintenance and Repair facility
Owner Contact	Mr. Brian Kelly Benham Constructors, LLC 9400 N. Broadway Oklahoma City, OK 73114 704-451-9790

Project	Commissioning, Ground Support Equipment Facility (GSE Buildings), Warner Robins Air Force Base, Warner Robins, Georgia (EMC was sub to Benham) <u>Date:</u> Construction Period: March 24, 2009 – March 2010 <u>Building:</u> Ground Support Equipment Facility (GSE Buildings) <u>Size:</u> 29,000 sq ft of office and 19,434 sq ft of fabrication space <u>Type (new or existing):</u> New, one-story facility
Owner Contact	Mr. Brian Kelly Benham Constructors, LLC 9400 N. Broadway Oklahoma City, OK 73114 704-451-9790



Powering Business Worldwide

Other Recent Military/ Government Experience:

NATIONAL GEO-SPATIAL INTELLIGENCE AGENCY Ft. Belvoir, VA

Project Description: The NGA-NCE will accommodate phased occupancy with an eventual goal to accommodate a total of approximately 2,419,000 gross square feet of development on a site of approximately 115 acres at the Engineer Proving Ground (EPG) of Ft. Belvoir. The scope includes a 146,334 sf Data Center and Central Plant.

Project Scope: Structured parking for employee and on-grade parking for visitors and NGA fleet vehicles will be provided. The NGA-NCE campus will support a mix of administrative, training-conferencing, computer laboratories, general support, library, auditorium, command center, amenities including but not limited to food service, credit union, retail, and fitness, parking both structured and surface, warehouse, loading, access control points, guard stations, communications, power stations, Data Center, Central Utility Plant, and Visitor Control Center. Systems that EMC is commissioning include:

- HVAC including Air Handling Units and distribution systems
- Waterside Systems, including Chillers, boilers, and associated equipment
- Fuel oil systems, including tanks, pumps, leak detection systems, alarms, and associated equipment
- Plumbing Systems
- Lift Stations
- UMCS, All Modes of Operation, including Interface with HVAC Equipment Controls, Interface with Fire Alarm Components, Normal Power/Emergency Power Transitions and Mission Critical, Sequences of Operation, Electrical Systems
- Major Power Distribution, including Service Switchgear-35 kV, Primary Power Transformers, Distribution Switchgear-15kV, Generator Paralleling Switchgear-15kV, Generators-15kV, Generators-480v, Automatic Transfer Switches(5kV), Unit Substations, Automatic Transfer Switches (480V), Switchgear
- UPS Power Systems
- SCADA
- Public Address, Mass notification, Communication systems, Intrusion detection systems, Closed circuit TV
- Building envelope, including Roof, Skin (Exterior and Atrium Walls), Skylight System
- Elevators

Owner Contact:

Mr. Matthew A. Burkholder, PE
USACE/MBP - Project Manager
NGAIPO - Fort Belvoir, VA
Phone: 703-806-5891
Cell: 703-424-4738



Powering Business Worldwide

TOBYHANNA ARMY DEPOT
Tobyhanna, PA

PROJECT SCOPE: Design, consulting, and construction services for the conversion and implementation of the Niagara portion of the Base wide EMCS Tridium platform. EMC is providing the following services to produce a design and summary plan of execution for the implementation of the new Niagara system:

- A. Verify all existing JACE installations
 - o Location in building
 - o Software in use
 - o Hardware part number
 - o Serial Number
 - o Approx Date installed
 - o Original installer (VSI)
 - o Programming in JACE
- B. Document JACE findings in "A" above on a concise System Architecture Drawing
 - o Depicts location by building and room
 - o Schematically shows network connectivity including:
 - Fiber optic network details
 - Demarcation points
 - o Depicts Building level field bus network (general only)
- C. Provide recommendations to improve the Depot's controls connectivity
Develop an Implementation Plan and Schedule
 - o Plan will include resources required
 - o Sequence of Work
 - o Quality Assurance measures
- D. Overall completion schedule
Provide Design Documents
 - o EMC shall develop plans and specifications that indicate changes to be made for upgrade of websupervisor and JACEs as needed, to Tridium version AX.
Documents shall identify:
 - Graphics
 - User Administration requirements
 - Alarms
 - Trending requirements
 - Network Connectivity requirements
 - Security Procedures

Owner Contact:
John Lyman, Head of Engineering
Tobyhanna Army Depot
11 Hap Arnold Blvd.
Tobyhanna, PA 18466
John.charles.lyman@us.army.mil



Powering Business Worldwide

COSCOM BARRACKS COMPLEX **Ft. Bragg, NC**

PROJECT SCOPE: EMC is currently providing commissioning services for the US Army Corps of Engineers COSCOM Barracks Project to ensure all systems are complete and functioning properly prior to completion. The project is seeking SPIRIT/LEED Certification. Mechanical and Electrical systems are being commissioned during Construction through Warranty phases.

FAITH BARRACKS AND 1st BRIGADE **Retro-Commissioning** **Ft. Bragg, NC**

Project Description: Faith Barracks building areas consist of 396,631 SF, including Company Operations Facility, Brigade Headquarters, Barracks, Battalion Headquarters, Dining Facility. 1st Brigade7 is 68,179 SF consisting of Brigade Headquarters, Administrative/ Operations area and Brigade Barracks.

Services: This project's goal is to identify and correct system deficiencies related to Hot Water and Chilled Water distribution from the 82nd Area Heating/Cooling Plant, the building HW/CHW interface (bridges) pumps, coils and associated flows and temperatures which are affecting the overall performance of the buildings and plant.

FT. JACKSON **Retro-Commissioning** **US Army** **Ft. Jackson, SC**

Project Description: Term contract to provide retro-commissioning services for over 100 buildings on the campus of Ft. Jackson

Services: EMC is currently providing the following list of services for the buildings at Ft. Jackson:

- Obtain and analyze building mechanical and electrical drawings in order to begin to understand building systems
- Conduct physical inspection of installed building equipment and building configuration, and compare to configurations shown on record drawings, noting discrepancies that impact system performance or building conditions
- Obtain copies of building automation system databases in order to develop functional tests of installed systems
- Develop functional tests and forward to control contractor for execution. EMC observes functional testing and records results / deficiencies
- Generate photographic documentation of physical deficiencies discovered through testing and observations
- Generate assessments of current system operational conditions based on the above-listed inspections and tests
- Develop list of repairs necessary to return systems to proper operating condition
- Develop recommendations to improve system maintainability and improve energy consumption



Powering Business Worldwide

EXPERTISE OF TEAM

WILLIAM S. McMULLEN, CFM, LEED® AP

Atlantic Regional Operations Manager

Years Experience: 23

Education: AAS/1992/Business Administration/Central Piedmont Community College;
AAS/Facilities Management/Institute for Facilities Management

Active Registration/Certification: Certified Facility Manager, Certified Tridium Systems Integrator, LEED Accredited Professional

Mr. McMullen has experience in commissioning and retro-commissioning all types of mechanical, electrical and architectural systems, including reviewing drawings-specifications, construction inspections, system functional testing, training, and documentation. He has worked extensively with the North Carolina State Construction Office and is currently working on the NC Commissioning Task Force Committee developing commissioning guidelines for State projects. He has also authored various technical manuals, preventive maintenance manuals, and specifications. Mr. McMullen is very experienced working with international building codes. Mr. McMullen has been the Commissioning Authority for numerous commissioning, retro-commissioning projects in North Carolina, including UNC Chapel Hill and NC State University. He has commissioned various types of university facilities, including classrooms, central plants, offices, laboratories, data centers, medical facilities, and recreation centers. He has extensive knowledge in the operations and maintenance of mechanical, electrical, and structural building systems. He is an experienced maintenance manager with specialized skills in campus-wide Building Automation Systems (BAS), maintenance planning, Computerized Maintenance Management Systems (CMMS), and preventive and predictive maintenance techniques.

Recent Commissioning Experience:

- Appalachian State University, Reich College of Education and Student Leadership Complex
- Guilford Technical Community College, Aviation Classroom Building
- NC Department of Cultural Resources, Tryon Palace History Education and Visitor's Center
- NC Department of Environmental and Natural Resources, Green Square Museum Complex
- North Carolina State University, College of Engineering Buildings 1, 2 & 3
- Qualcomm, Durham, NC, Qualcomm Building at Brier Creek
- SAS, Cary, NC, Executive Business Center
- SAS, Morrisville, NC, Airport Hangar
- Social Security Administration, SSA Building Upfit
- State of North Carolina, NC Museum of Art, Services for Brady Trane
- State of North Carolina, Southeastern NC Agricultural Center Pavilion
- University of North Carolina at Chapel Hill, Science Center Complex Phases 1 & 2
- University of North Carolina at Charlotte, Bioinformatics Building
- University of North Carolina at Charlotte, Energy Production and Infrastructure Center
- Virginia Polytechnic Institute and State University, Ambler Johnston Dormitory Renovations
- Virginia Polytechnic Institute and State University, Institute for Critical Technologies and Applied Sciences (ICTAS)
- US Army Engineering and Support Center, Huntsville, AL, COSCOM Barracks, Ft. Bragg, NC
- US Army Engineering and Support Center, Huntsville, AL, Boiler Updates, Controls Retrofit, TAC Design Support, Ft. Bragg, NC



Powering Business Worldwide

- US Army Engineering and Support Center, Huntsville, AL, Soldier Support Center, Ft. Bragg, NC
- Controls Upgrade, Tobyhanna Army Depot, Tobyhanna, PA
- Altus AFB Tridium Integration
- Electrical/Controls Design, MOTSU, Sunny Point

Affiliations: Building Commissioning Association (BCA) Board of Directors, American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

GREGORY A. LEACH, P.E., CEM, LEED™ AP

Team Leader, Senior Mechanical Engineer

Years Experience: 23

Education: BS/1986/ Mechanical Engineering/North Carolina State University

Active Registration: P. E./Mechanical/NC, SC

Mr. Leach is a Certified Energy Manager with over twenty-three years of experience ranging from energy surveys to installation projects. He has significant experience managing new and retrofit controls installation projects. A significant portion of the installation and integration work was performed under Energy Savings Performance Contracts. Mr. Leach has engineered, programmed and commissioned DDC systems as well as provided user training and support. He has managed the installation of DDC and Pneumatic Controls Systems for several large campus clients. Mr. Leach has extensive experience with several DDC Systems, including TAC, (Network 8000, DMS, I/A) and is well versed with the Tridium User Interface. Mr. Leach is a Certified Commissioning Authority through the AABC Commissioning Group (ACG). He has also successfully completed MCAA Fundamental of Project Management Course.

Recent Commissioning Experience:

- Appalachian State University, Plemmons Student Leadership Complex and College of Education
- Cape Fear Community College, Union Station and Parking Deck
- NC Department of Environmental and Natural Resources, Green Square Complex
- NC Department of Parks and Recreation, Raven Rock State Park Visitor Center
- North Carolina State University, Engineering Building III (EB-3)
- North Carolina State University, Finger Barns
- North Carolina State University, Student Health Center
- Qualcomm, Durham, NC, Qualcomm Building at Brier Creek
- SAS, Cary, NC, Executive Briefing Center
- Social Security Administration, Building Upfit
- State of North Carolina, Raleigh, NC, Southeastern NC Agricultural Center Pavilion
- University of North Carolina, Chapel Hill, Dental Sciences Building
- University of North Carolina, Chapel Hill, Physicians Office Building
- University of North Carolina, Chapel Hill, Science Complex Phases 1 & 2
- University of North Carolina, Charlotte, Energy Production and Infrastructure Center Building
- Virginia Polytechnic Institute and State University, Center for the Performing Arts
- Virginia Polytechnic Institute and State University, Institute for Critical Technologies and Applied Sciences (ICTAS)
- Virginia Polytechnic Institute and State University, VBI Facility Addition
- Winston Salem State University, Student Activities Center



Powering Business Worldwide

- 4th Civil Engineering Squadron, Goldsboro, NC, Energy Survey, Seymour Johnson Air Force Base
- 4th Civil Engineering Squadron, Goldsboro, NC, Steam De-Centralization, Seymour Johnson Air Force Base
- 4th Civil Engineering Squadron, Goldsboro, NC, DDC System Upgrade (120 Buildings), Seymour Johnson Air Force Base
- 20th Civil Engineering Squadron, Sumter, SC, DDC System Upgrade / Integration (90 Buildings), Shaw Air Force Base
- 43rd Civil Engineering Squadron, Spring Lake, NC, DDC Upgrade / Integration (82 Buildings), Pope Air Force Base
- US Dept of State DDC Installation & Renovation, Charleston Passport Center
- Columbus County 1000 Bed Prison DDC Installation
- Pneumatic Controls installation at North Carolina Department of Corrections

Professional Affiliations: Association of Heating, Refrigerating & Air-Conditioning Engineers (ASHRAE); Past Chapter Chairman, Technical, Environmental & Government Affairs Committee (ASHRAE); Association of Energy Engineers (AEE); Member, Building Commissioning Association

SCOTT ALMOND, PE, LEED AP, CxA

Project Manager

Years Experience: 20

Education: BSME/North Carolina State University

Active Registration: P. E. /Mechanical

Mr. Almond is a Certified Commissioning Agent and Professional Engineer with over 20 years of experience in Engineering. He has designed and supervised sustainable building projects and implementation of renewable energy sources for commercial buildings, including LEED Platinum projects, managed and supervised Commissioning efforts, which include building energy models, and he has designed and implemented renewable energy equipment strategies for various projects. In addition to his Commissioning experience, Mr. Almond has been an instructor on energy modeling, LEED, sustainable design and commercial load analysis for commercial projects, completed compressed air review audits, focused on improving efficiency of Cogeneration diesel engine generators/ heat removal from turbo chargers, and designed compressed air, HVAC, plumbing and fire protection systems for various commercial and industrial buildings.

Recent Commissioning Experience includes:

- Appalachian State University, Boone, NC, College of Education
- Guilford Technical Community College, Aviation Classroom Building
- University of North Carolina at Greensboro, Quad Residence Hall
- Winston Salem State University, Student Activities Center
- Virginia Polytechnic Institute and State University, Center for the Performing Arts
- North Carolina State University Centennial Campus, Laboratories
- NC Army National Guard, Renovation Projects

Professional Affiliations: AGC Commissioning Certification Program; ASHRAE Member; CT S2 Licensed Unlimited Journeyman HVAC Contractor





Powering Business Worldwide

BANG C. TRAN "BEN", PE, RCDD, LEED AP

Total Years Experience: 20

Education: BE/ Electrical Engineering /1989 / Stevens Institute of Technology

Active Registration: P.E. /NC, SC, NJ, IL, WV, VA, PA

Mr. Tran has 20 years of experience in design, commissioning, facility condition assessment, and design reviewing for a variety of projects that cover most aspects of electrical engineering systems in medical facilities, universities and K-12 schools, industrial plants and state and federal government agencies. He has experience leading teams in designing power distribution systems, stand-by power generation, lighting, grounding, lightning protection, telephone/ data, fire alarm, nurse call, public address systems, CCTV, security and other communication subsystems. His duties included interacting with clients, coordinating with other disciplines, preparing plans and specifications, reviewing submittals, resolving construction issues, witness testing of electrical systems and components and final inspection of projects. Mr. Tran also has extensive experience with National Electrical Code and the National Fire Alarm Code. He worked as a Plan Reviewer for the North Carolina State Construction Office and reviewed over two hundreds projects submitted by A&E firms for compliance with principles of engineering practices, building codes, and state regulations. He also provided electrical engineering assessment of existing State-owned facilities to identify deficiencies such as Code violations and obsolete or inefficient systems and produced written reports detailing corrective measures and cost estimates.

Recent Project Experience:

- North Carolina State University, Engineering Building III
- Cape Fear Community College, Union Station and Parking Deck
- University of North Carolina, Chapel Hill, Physical Science Building
- University of North Carolina, Charlotte, Energy Production and Infrastructure Center (EPIC) Building
- Virginia Polytechnic Institute and State University, Center for the Performing Arts
- Virginia Polytechnic Institute and State University, Institute for Critical Technologies and Applied Sciences (ICTAS)
- Wake Technical Community College, Public Safety Training Center
- NC Department of Environmental and Natural Resources, Green Square Project
- NC Department of Cultural Resources, Tryon Palace History Education and Visitor Center
- University of North Carolina, Charlotte, Bioinformatics Center
- SAS, Cary, NC, Executive Briefing Center
- SAS, Cary, NC, Solar Farm – 1 megaWatt.
- US Army Engineering and Support Center, Huntsville, AL, Commissioning/Design of Utility Monitoring and Controls Systems, Military Ocean Terminal Sunny Point (MOTSU), Southport, NC
- US Army Engineering and Support Center, Huntsville, AL, Design/Build, 82nd Chilled Water Plant, Ft. Bragg, NC

Previous Relevant Experience:

- Durham County Human Services Complex , Durham, NC – The largest targeted LEED-NC gold level building in NC at this time with 277,000 SF of clinical and office space.
- Merck & Co., Inc. Utilities Expansion, West Point, PA – Replacement of 4.16/13.8KV underground ductbanks and relocation of overhead 34.5KV lines.
- NEXRAD (Next Generation Weather Radar) US Army – Designed electrical systems for each of the 150 Doppler Radar sites.



Powering Business Worldwide

- City College of New York, New York City, NY – Conducted energy audit and produced reports to upgrade lighting system using more energy efficient components.
- Merck & Co., Inc., Rahway, NJ - Analyzed three alternatives to integrate a new 13.8KV distribution network into the existing 2.4KV distribution system based on economics, reliability and feasibility. Provided detail schemes and cost estimates to replace/reconfigure feeders and transformers.

ERIC FITZGERALD, CEM, CxA, LEED™ AP

Commissioning Engineer

Years Experience: 20

Education: AAS/Mechanical Engineering/College of Southern Nevada

Active Registration/Certifications: ASCET Certified Engineering Technician (CET); Fire Protection Engineering Technology/Fire Alarm Systems – NICET Level II Certification; Green Advantage Environmental Certification - Commercial

Mr. Fitzgerald has over 20 years of experience with a background in building engineering, project and energy management and consulting in addition to commissioning and retro-commissioning. He's been responsible for the operation and maintenance of mechanical, electrical, plumbing, fire alarm and building automation systems; developing and implementing energy conservation measures; developing, managing and implementing MEP systems commissioning and retro-commissioning for multiple complex projects; and performing complex system inspections and testing.

Recent Experience includes:

- SAS Executive Briefing Center, Cary, NC
- Virginia Polytechnic Institute and State University, ICTAS II,
- Virginia Polytechnic and State University, Ambler Johnston Dormitory Hall
- Appalachian State University, Plemmons Student Leadership Complex

Previous project experience includes:

- Commissioning, Clark County Building Department, NV
- LEED Construction Manager, City Center Las Vegas Project
- LEED Project Administrator, Echelon Resort Project, Las Vegas
- South Coast Hotel Casino, Las Vegas
- Wynn Resort, Las Vegas
- Bellagio Spa Tower, Las Vegas
- Panorama Tower II, Las Vegas
- University of Nevada Las Vegas Student Recreation Center
- Energy Management, Clark County School District, NV, Multiple K-12 projects

Professional Affiliations: American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Association of Energy Engineers (AEE), American Society of Certified Engineering Technicians (ASCET), Building Commissioning Association (BCA) Member, Society of Fire Protection Engineers (SFPE), United States Green Building Council (USGBC)



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
DEFK11023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV
25311-1099 304-341-6368

V
E
N
D
O
R

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
12/02/2010						
BID OPENING DATE: 01/31/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	EOI	3 RESERVE CTRS IN ELKINS, FAIRMONT AND SPENCER-RIPLEY		
EXPRESSION OF INTERESTS (EOI)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WV ARMY NATIONAL GUARD, IS SOLICITING EXPRESSIONS OF INTEREST TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THREE (3) WV ARMY NATIONAL GUARD ARMED FORCES RESERVE CENTERS LOCATED IN THE VICINITY OF ELKINS, SPENCER-RIPLEY AND FAIRMONT, WEST VIRGINIA, AS DEFINED PER THE ATTACHED.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO TARA LYLE VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS EOI, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT TARA.L.LYLE@WV.GOV.						
DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/15/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Lindy R. O'Connor</i>				TELEPHONE 919-741-4378	DATE 1/10/2011	
TITLE Marketing Coordinator		FEIN 84-0715690		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

DEFK11023

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV

25311-1099

304-341-6368

DATE PRINTED

12/02/2010

TERMS OF SALE

SHIP VIA

F.O.B.

FREIGHT TERMS

BID OPENING DATE:

01/31/2011

BID OPENING TIME

01:30PM

LINE

QUANTITY

UOP

CAT
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

LAPSED.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

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.

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

PLEASE NOTE: PLEASE PROVIDE TWO (2) ORIGINALS IN A THREE-RING BINDER PLUS ONE (1) COPY ON A CD IN PDF FORMAT IS PREFERRED.

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Sandy R. O'Connor

TELEPHONE

919-741-4378

DATE

1/11/2011

Marketing Coordinator

FEIN

84-0715690

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

DEFK11023

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV

25311-1099 304-341-6368

SHIP TO

DATE PRINTED

12/03/2010

TERMS OF SALE

SHIP VIA

FOB

FREIGHT TERMS

BID OPENING DATE:

01/12/2011

BID OPENING TIME 01:30PM

LINE

QUANTITY

UOP

CAT
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

ADDENDUM NO. 1

1. THE MOVE THE BID OPENING DATE FROM 01/31/2011 TO 01/12/2011.
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.

EXHIBIT 10

REQUISITION NO.: DEFK11023

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 NO. S:

NO. 1 ... ☒ LOC

NO. 2 ☐

NO. 3 ☐

NO. 4 ☐

NO. 5 ☐

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Linda D Connor

TELEPHONE

919-741-4378

DATE

1/10/11

MARKETING COORDINATOR

FEIN

84-0715690

ADDRESS CHANGES TO BE NOTED ABOVE

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

Supersedes Selling Policy 25-000,
Pages 1-4, dated
February 20, 2006

**DOMESTIC U.S.A.
GENERAL TERMS AND
CONDITIONS OF SALE**

**Distribution and
Control Products
and Services
25-000**

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services

When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond

18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS

Refer to Price Policy 25-050.

Minimum Billing

Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances

If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment

If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight

Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – P/S – Frt./Ppd. and Invoiced

Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. – P/S – Frt./Ppd. and Allowed

Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination – Frt./Ppd. and Allowed

At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted

differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing

Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage

Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection

Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

Held Orders

For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based

on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products

If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price
30 months – 3% of Contract Price
36 months – 4% of Contract Price

Special Warranty (In and Out) for Products

If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies

Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation

Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Majeure

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Eaton Corporation.
1000 Cherrington Parkway
Moon Township, PA 15108
United States
Tel: 1-800-525-2000
Eaton.com

© 2008 Eaton Corporation
All Rights Reserved
Printed in USA
Publication No. SP03000001E
Z7740

Revised July 28, 2009

EXPRESSION OF INTEREST

BRAC Armed Forces Reserve Center Commissioning Services Requisition # DEFK11023

Part 1 GENERAL INFORMATION

- 1.1 Purpose:
The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the West Virginia Army National Guard, Construction and Facilities Management Office (CFMO), from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).
- 1.2 Project:
The requirement for this EOI is for professional commissioning services for the West Virginia Army National Guard Armed Forces Reserve Centers located in the vicinity of Elkins, Spencer-Ripley and Fairmont, West Virginia.
- 1.3 Format: N/A
- 1.4 Inquiries:
Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which maybe oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Tara Lyle, Senior Buyer
Purchasing Division P.O.
Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Email: Tara.L.Lyle@wv.gov

The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

1.5 Vendor Registration:

Firms participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the successful firm must register and pay the fee prior to the issuance of an actual contract.

1.6 Oral Statements and Commitments:

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are not binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 Economy of Preparation:

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of the Sections: The response sections should be labeled for ease of evaluation.

1.9 Submission:

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted prior to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division CANNOT waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

Submit:

Two original (3-Ring Binder preferred) plus (1) copy on compact disk of single PDF file to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer:	TL 32
Req #:	DEFK11023
Opening Date:	01/12/2011
Opening Time:	1:30 PM

1.10 Rejection of Expressions:

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to acceptor reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

1.12 Addenda:

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential firms of record.

1.13 Independent Price Determination:

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

1.14 Price Quotations: No "price" or "fee" quotation is requested or permitted in the response.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any

document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the EOI	12/03/2010
Technical Questions Deadline	12/15/2010
EOI opening date	01 /12/2011

1.17 Mandatory Prebid Conference: N/A

1.18 Bond Requirements: N/A

1.19 Purchasing Affidavit:

West Virginia State Code §5A-3-1 Oa (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit must be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

2.11 Agency is located at:

The WV Army National Guard
Joint Forces Headquarters
Construction and Facilities Management Office
1703 Coonskin Drive
Charleston, West Virginia 25311

2.12 Projects are located at:

Vicinity of Elkins, Spencer-Ripley, and Fairmont, WV

2.2 Background: The Owner is seeking the services of a qualified Commissioning Authority/firm for new construction projects. The projects are as follows:

Spencer Ripley AFRC: This project consists of the construction of a new Spencer/Ripley Armed Forces Reserve Center (AFRC) and supporting facilities. Guard/Reserve personnel strength for this installation totals 152 with an additional 14 permanent staff. The complex including 75,904 SF of conditioned space will be situated upon 59 acres of a total 344-acre tract of land adjacent to the Ohio River, just north of the community of Cottageville in western Jackson County. Project facility is approximately 25% complete.

Fairmont AFRC: Construction of the Fairmont Armed Forces Reserve Center (AFRC) located in Fairmont, WV. The project includes multiple new building structures totaling approximately 91,000 SF of construction with related site improvements including parking, access roads, and utility extensions. An expanded 'civic' space of approximately 28,000 SF is included in the building. Project site development is currently under way.

Elkins AFRC: 50,000 gross SF, one story, building in Elkins, WV. The facility is expected to be comprised of 25% classrooms, 25% office space, and 50% other. Project facility is approximately 15% complete.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements: Provide Commissioning Services for three AFRCs, currently in construction.

3.2 Project Description: Professional commissioning services shall include the following systems:

MECHANICAL

1. Central building automation system (BAS)
2. All equipment of the heating, ventilating and air conditioning systems
3. Refrigeration systems
4. Laboratory, clean room, hoods and pressurization

PLUMBING

5. Plumbing, supply and distribution
6. Irrigation
7. Domestic and process water pumping and mixing systems

ELECTRICAL

- 3. Electrical feeders, distribution, grounding
- 3. Emergency power generators and automatic transfer switching
- 10. Scheduled or occupancy sensor lighting controls
- 11. Daylight dimming controls
- 12. Uninterruptible power supply systems

FIRE/LIFE SAFETY

- 13. Life safety systems; fire alarm, egress pressurization, fire protection

SPECIALTY SYSTEMS

- 14. Equipment sound control systems and testing
- 15. Data and communication
- 16. Paging systems
- 17. Security system
- 18. Vertical transport
- 19. Medical gas
- 20. Building envelope
- 21. Process instrumentation and controls

Additional proposed services should be included in submitted proposal and presentation. However, some optional service should include the following:

- 1. Construction Engineering and Inspection Services (CEI) for the review and acceptance of site civil work or other work as required.
- 2. Services may include providing full-time or as needed experienced inspectors, construction engineers and project managers for the identified projects.
- 3. The full-time project personnel advise the Owner and Design Team through all building phases. The full-time site personnel basic responsibilities may include overall construction administration; coordination of the efforts of design professionals or sub-consultants; liaison with affected utilities; monitoring construction schedules and contractor payments; providing testing and inspection services; reviewing claims and changes; and providing required administration of the construction contracts. If executed, the full scope of services shall be negotiated at the time of execution of such services.
- 4. The proposal shall identify the firm or individuals that may be utilized to support this optional service, if exercised by the Owner, based on needs and conditions of the project(s).

the fee for this work shall be negotiated with the Consultant prior to execution of any such work.

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 General Liability per Occurrence
 \$2,000,000 Aggregate
 \$1,000,000 Automobile Liability
 \$1,000,000 Professional Liability
 Workers Compensation Certificate upon award
 West Virginia Statutory requirements including
 West Virginia Code §23-4-2 (Mandolidis)

3.4 General Terms and Conditions:

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 *Conflict of Interest:*

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 *Prohibition Against Gratuities:*

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 *Certifications Related to Lobbying:*

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 *Vendor Relationship:*

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.4.5 Indemnification:

The firm agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees ~~from and against~~ for claims which may be brought against the indemnified Party for physical damage to property and bodily injuries, including death, occurring during the performance of the work hereunder on the premises of the State or the Agency to the extent resulting directly and solely from the negligent acts or omissions of the firm while engaged in such Work.

Formatted: Font: Times New Roman, 12 pt

Formatted: Indent: Left: 1.44", Right: 0.88"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

- (1) Any claims or losses for ~~services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;~~
- (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

3.4.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.8 Compliance with Laws and Regulations:

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 Subcontracts/Joint Ventures:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract:

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised. However, this will not relieve Agency of the obligation to pay for work performed prior to the date of Agency's notice of insufficient funds.

3.4.12 3.4.12-Contract Termination:

Termination for Default

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice a reasonable period of time agreed upon by the parties, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The firm shall reimburse the State for the reasonable and direct costs of the replacement goods or services which exceeds the original Purchase Order price. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

Termination for Convenience

The State may, without cause, terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the firm. The termination will be effective as specified in Buyer's notice of termination, but not earlier than one day after the firm's receipt of the notice. Upon written notice of termination, the State shall pay reasonable termination charges, including all costs incurred by the firm under this Agreement.

Formatted: Indent: Left: 1.44", First line: 0", Tab stops: 1.44", Left + Not at 0.88"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Bullets and Numbering

Formatted: Indent: Left: 1.45"

Formatted: Font: Times New Roman, 12 pt

Formatted: Body Text, Left, Indent: Left: 1.44", Right: 0.88", Space Before: 0 pt, Line spacing: single, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt, Italic

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: Times New Roman, 12 pt, Font color: Auto, Character scale: 100%

3.4.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.4.14 Invoices, Progress Payments, & Retainage:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress

payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 *Liquidated Damages: NA*

3.4.16 *Record Retention (Access & Confidentiality):*

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of ~~five-three (53)~~ years and make reasonably available all records, timesheets, expense reports and invoices from third parties to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

3.4.16 Force Majeure

The firm shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the State, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond the firm's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

3.4.17 Warranty for Services

The firm warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The firm shall correct the Services, which do not so conform, upon notification in writing by the State within one (1) year after completion of the Services. Unless otherwise agreed to in writing by the firm, the firm assumes no responsibility with respect to the suitability of the State's equipment or with respect to any latent defects in the same. This warranty does not cover damage to the State's equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. The State will, at its cost, provide the firm with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that the firm may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and the firm shall be notified of, and may be present at, all tests that may be made.

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. THE FIRM DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE THE FIRM'S SOLE LIABILITY AND THE STATE'S EXCLUSIVE REMEDY FOR FAILURE OF THE FIRM TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE STATE ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

3.4.18 Limitation of Liability

THE REMEDIES OF THE STATE SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF FIRM TO COMPLY WITH ITS OBLIGATIONS HEREUNDER, NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL FIRM BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE STATE OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE TOTAL CUMULATIVE LIABILITY OF FIRM ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

Formatted: Outline numbered + Level: 3 +
Numbering Style: 1, 2, 3, ... + Start at: 17 +
Alignment: Left + Aligned at: 1.44" + Tab
after: 1.94" + Indent at: 1.94"

Formatted: Font: Italic

Formatted: Bullets and Numbering

Formatted: Indent: Left: 1.44", Right: 1",
Tab stops: 1.44", List tab

Formatted: Outline numbered + Level: 3 +
Numbering Style: 1, 2, 3, ... + Start at: 17 +
Alignment: Left + Aligned at: 1.44" + Tab
after: 1.94" + Indent at: 1.94"

Formatted: Bullets and Numbering

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.44", Right: 0.94"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: Times New Roman, 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 1.46"

PART 4 EVALUATION & AWARD

4.1 Evaluation and Award Process:

- a) Expressions of Interest will be evaluated and awarded in accordance with §5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more."

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All

such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."

- b) The committee shall rank, in order of preference, each of the selected Firms. Each of the Firms shall begin with a score of one hundred.

The criteria and assigned point values are as follows:

1. Proposed approach to the project.....20

Firm should provide a vision of the approach to the proposed project, to include, but not limited to, the methods, management, and philosophy.

2. Past experience in performing similar projects35

Firm should provide the company's statement of qualifications for the last ten years and the general area of commissioning expertise. Firm should provide material to illustrate their efficiency in commissioning management, efficiency and any other data to support proper construction of project in accordance with designer's plans.

3. Oral Interview and expertise of team..... 45

Firm should provide no more than two (2) page resume of each employee who would be providing their services. Describe the firm's resources available for assuring efficiency and completeness of commissioning process. Interview should provide sufficient information to relate proposed course of action and relate expertise of proposed team.

Interviews will be conducted with the Firms selected as most qualified by the C&FMO Selection Committee.

The format for the interviews will be a 15-30 minute presentation consisting, at a minimum, of the following:

- Corporate / Personnel Experience as it relates to the Project
- Uniquely Qualifying Examples or Qualifying Information
- Key Personnel Available for the Proposed Work
- Proposed Project Management Plan
- Proposed Subcontractors
- Product Quality Control
- Project Cost Control