



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  
 02120028

PAGE:  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Carrier Corporation  
 2 Mission Way  
 Scott Depot, WV 25560

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT TWO  
 801 MADISON AVENUE  
 HUNTINGTON, WV  
 25704 304-528-5650

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				936-10		
AIR CONDITIONING MAINTENANCE AND REPAIR  REQUEST FOR QUOTATION  THE WEST VIRGINIA STATE PURCHASING DIVISION WITH THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE HVAC SYSTEM MAINTENANCE FOR DISTRICT TWO LOCATIONS PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION, VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/02/2011, AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.  EXHIBIT 1  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

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<p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:          CONTRACTORS NAME - ...Carrier Corporation.....</p> <p>CONTRACTORS LICENSE NO. - WV01250.....</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>EXHIBIT 10</p>						

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REQUISITION NO.: .....						
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 <i>2</i> .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
BY* <i>Thomas W. Van Arnam</i>						
SIGNATURE						
Thomas W. Van Arnam, Manager of Contracts Carrier Corporation						

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\*Carrier Corporation submits its bid based upon its letter dated September 2, 2011 attached hereto.



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COMPANY ..September 2, 2011..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: PAUL REYNOLDS FILE 33 RFQ. NO.: 02120028 BID OPENING DATE: 09/07/2011 BID OPENING TIME: 01:30 P.M.						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-757-3018</u>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <u>TIM SNEORINGER</u>						
***** THIS IS THE END OF RFQ 02120028 ***** TOTAL:						<u>\$ 24,789.00 / ANNUAL</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE BY*	TELEPHONE (304) 757-0395	DATE September 2, 2011
TITLE Manager of Contracts	FEIN 06-0991716	ADDRESS CHANGES TO BE NOTED ABOVE

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\*Carrier Corporation submits its bid based upon its letter dated September 2, 2011 attached hereto.

HVAC SYSTEMS MAINTENANCE CONTRACT  
WEST VIRGINIA DIVISION OF HIGHWAYS

Bid Form

Services	*Estimated Hours	Hourly Rate	Total
Preventive/Corrective Maintenance	75	\$ 100	\$ 7500
Emergency Call-Outs	25	\$ 50	\$ 1250
<b>Total</b>			\$ 8,750

**\*Note:** Hours are estimated for bid evaluation purposes ONLY. Actual hours may be more or less as deemed necessary or required by the Agency.



**HVAC SYSTEMS MAINTENANCE CONTRACT  
WEST VIRGINIA DIVISION OF HIGHWAYS**

Location: District Two Headquarters  
801 Madison Avenue; **and**  
Equipment Division Shop  
9th Street & Jefferson Avenue  
Huntington, WV 25712

For: State of West Virginia  
Division of Highways, District Two  
801 Madison Avenue  
Huntington, West Virginia 25177

**SECTION 1: DEFINITIONS**

- A. The Division of Highways shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance" shall mean scheduled inspections and the replacement of parts, components, and materials on HVAC equipment prior to the failure or wear-out period of the parts, components or materials. The planned inspections and replacements shall be in accordance with the equipment manufacturer's specifications and recommendations. No Preventive Maintenance shall be performed without authorization from the Agency, in the form of an approved release order.
- E. "Corrective Maintenance" shall mean maintenance performed on an as-requested basis to correct a malfunction or failure in an HVAC system and may be on a regular or emergency basis. No Corrective Maintenance shall be performed without authorization from the Agency, in the form of an approved release order.
- F. "Competent Mechanic" shall mean a mechanic, technician, or other employee of Contractor who meets the minimum qualifications necessary to perform work under this Contract as outlined in Section 3.
- G. "Agency Representative" shall be defined as the person designated by the District Manager of the District Two Division of Highways as having authority to act on behalf of the Division of Highways, District Two location.
- H. "Holidays" are shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. New Year's Day, Martin Luther King's Birthday, President's

Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Days, and Christmas Day).

**SECTION 2: SCOPE OF WORK**

The Contractor shall provide Preventive and Corrective Maintenance of the heating, cooling, and air conditioning systems (HVAC) located at the previously stated addresses. Preventive and Corrective Maintenance must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Equipment to be serviced includes the following:\_\_\_\_\_

**801 Madison Avenue:**

Cooling Tower -Model 087948/001 - 3 each  
 Chiller - 600 ton - Model 02XR/446DDS64 - 2 each  
 Boiler - Model RV400/W/FDG - 3 each  
 Cooling Tower Supply Pumps  
     30 hp electric motors with ITTAC 1200 pumps - 3 each  
 Boiler Supply Pumps  
     4 - EM2334T motors with TACO pumps  
 Boiler Return Pumps  
     3 - EJMM3611T motors with TACO pumps  
 Carrier Comfort Network Controls: Systecon Controls Bypass  
 Central Station Air Handlers - 15 each  
 Package Unit - Carrier (Materials Building) -Model - 50TJ016/28 - 1 each

**9<sup>th</sup> Street & Jefferson Avenue:**

Package Unit - Carrier - Model - 50TJ016/28 - 2 each  
 REZNOR Model UDAP125 heaters - 8 each

Preventive and corrective maintenance shall include but will not be limited to:

Completing preventive maintenance functions in the required timeframes specified under ITEM 2.1;

Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service;

Repair or replace broken components of various HVAC units including, but not limited to, motors, fans, blowers, controllers, relays, valves, control wiring, Freon recapture or other parts or components of the system, to restore heating or cooling function to the building; and

Repair distribution systems of air flow which may be damaged or not functional.

**The resulting contract shall not cover the addition of new HVAC equipment to existing HVAC systems which changes or increases size, type or extent of the system.**

## 2.1 Preventive Maintenance Services:

### 2.1.1 Cooling Tower

- A. 4 Inspections during cooling season - Inspect internals and device, check general operating condition, check water flow, check valve condition, and lubricate equipment as needed.
- B. Annually - Check general machine operation, inspect/clean all drain pans and drain piping, flush and fill tower, check motor drive condition, sheaves, fasteners, humidifier components, starter wiring and controls. Inspect the intake plenum for dirt and debris and clean if necessary. Clean nozzles, blow down all line strainers, perform winterization, tighten fasteners, start equipment. Clean sump, strainer and drains.

### 2.1.2 Chiller - Centrifugal (hermetic)

- A. 4 inspections during cooling season - Routine Operating Inspection- Check general machine operation, control, power and piping, safety/operating controls, refrigerant charge, starter wiring and contacts, gauges/ indicator lights, water flow, LOG CHW/Brine In and Out temperature, flow delta P, Pump Delta P, cooler refrigerant temperature, refrigerant pressure, cooler LTD, condenser water temp in and out, condenser water flow Delta P, condenser pump delta P, condenser refrigerant temp, condenser refrigerant pressure, condenser LTD, condenser sub cooler temp, oil level and color, oil pump, oil supply pressure, oil sump temperature, check calculations, check for leaks, lubricate as needed, make equipment adjustments as required.
- B. Annually - Lubricate equipment as needed, leak test entire unit, calibrate operating controls, check gauges/ indicator lights, tighten electrical connections, check starter wiring and contacts, calibrate motor amps and volts, record/verify configurations, record and update software versions(s), calibrate controls, voltage, flow switches/devices, review and evaluate log readings, replace oil filter, replace oil reclaim filter/strainer, drier cores, lubricate equipment as required, brush condenser tubes, change compressor oil, and inspect compressor motor.

### 2.1.3 Gas Fired Hot Water Boiler

- A. Every other month during heating season, check all operation controls, check hi and low fire, check for any gas leaks, check low water cut off, check water fill line, check pumps, lubricate equipment.
- B. Before heating season, brush cells and perform combustion analysis. Clean Pilot Assembly, electrodes, flame sensor, strainers, nozzles, boiler fireside/ flu, blower's combustion/induce draft, burners, float chamber.

### 2.1.4 Supply Pumps

- A. Every other month during heating season check pump alignment and lubricate as required.
- B. Yearly - Check pump alignment, clean bearings, impeller, strainers, disassemble piping, perform control diagnostics on control panel, reassemble pump.

### 2.1.5 Systecon Control System and Carrier Control System

- A. Annually upload all controllers and verify all control points. Change and adjust accordingly.
- B. Provide and install new Firmware updates for each controller.
- C. Verify existing communication bus.
- D. Provide and install Carrier operating software updates as required.
- E. Perform (1) database back up for the entire data base.
- F. Verify that dial up modem is operating effectively.

### 2.1.6 Central Station Air Handlers

- A. Quarterly change all filters, check belts for wear, clean drain pan/condensate line, check all electrical connections, grease all bearings, and check all actuators and linkages on dampers and valves.
- B. Annually clean coils, change belts.

### 2.1.7 Carrier Package Units, Cooling Units and Gas Heaters

- A. Quarterly change filters, clean drain pan/condensate lines, grease bearings, check all temperatures and pressures, check all electrical connections, run through sequence of operations.
- B. Annually clean coils, change belts, grease bearings, clean drain pan/condensate lines, and check all temperature and pressure, check all electrical connections, run through sequence of operations.

2.1.8 Upon award of the contract, the Agency and Contractor shall establish a maintenance schedule for performance of all preventive maintenance. This schedule shall be binding. Any exception from the established maintenance schedule shall be authorized by the Agency in writing to the Contractor. Failure to obtain written authorization may result in the non-payment for work performed.

2.1.9 At the time the preventive maintenance schedule is established, the Contractor shall provide a list of all preventive maintenance replacement parts inclusive of costs for Agency approval. Once approved, the Contractor shall not deviate from the approved preventive maintenance parts list without prior written approval from the Agency.

## 2.2 Corrective Maintenance/Emergency Services

2.2.1 The Contractor shall also provide corrective maintenance services on an on-call basis. On site response time for corrective maintenance service calls performed on a regular (non-emergency) basis shall be guaranteed within 24 hours of notification. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

2.2.2 During the life of this Contract, the Agency may have need for corrective maintenance services on an emergency basis. Emergency maintenance calls shall be placed to the Contractor by an authorized Agency representative and on-site response shall be guaranteed within four (4) hours of the receipt of the emergency service call.

- 2.2.3 If the Contractor is unable to respond on-site within the given time allowed for any corrective maintenance call (regular or emergency), the vendor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, liquidated damages may be imposed against the Contractor in the amount of \$150.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.
- 2.2.4 The Contractor must provide a 12-month warranty for all labor performed under this Contract.

**2.3 Parts:**

- 2.3.1 The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.
- 2.3.2 The Contractor shall be required to receive written approval from an authorized Agency Representative(s) for corrective maintenance replacement parts, components, or materials in advance of their purchase or requisition by the Contractor.
- 2.3.3 Parts for Corrective Maintenance performed on a regular (non-emergency) basis must be received and installed no later than seven (7) days after authorization from the Agency.
- 2.3.4 Part(s) for emergency corrective maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Contractor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Contractor shall not arrange for expedited delivery of parts without prior approval of the Agency. Contractor must provide and install part(s) within twenty-four (24) hours of receipt of parts.
- 2.3.5 If the Contractor is unable to provide and install parts within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must so notify the Agency, in writing prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.
- 2.3.6 The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.



- 2.2.3 If the Contractor is unable to respond on-site within the given time allowed for any corrective maintenance call (regular or emergency), the vendor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, liquidated damages may be imposed against the Contractor in the amount of \$150.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.
- 2.2.4 The Contractor must provide a 12-month warranty for all labor performed under this Contract.

### **2.3 Parts:**

- 2.3.1 The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.
- 2.3.2 The Contractor shall be required to receive written approval from an authorized Agency Representative(s) for corrective maintenance replacement parts, components, or materials in advance of their purchase or requisition by the Contractor.
- 2.3.3 Parts for Corrective Maintenance performed on a regular (non-emergency) basis must be received and installed no later than seven (7) days after authorization from the Agency.
- 2.3.4 Part(s) for emergency corrective maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Contractor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Contractor shall not arrange for expedited delivery of parts without prior approval of the Agency. Contractor must provide and install part(s) within twenty-four (24) hours of receipt of parts.
- 2.3.5 If the Contractor is unable to provide and install parts within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must so notify the Agency, in writing prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.
- 2.3.6 The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

## **2.4 Technical Services:**

- 2.4.1 Contractor shall maintain a continuous 24-hour emergency telephone service for receipt of maintenance service calls. This service must be maintained everyday of the week, including weekends and Holidays.
- 2.4.2 Contractor shall provide technical assistance from engineering technicians by telephone/electronic communications. Technical assistance shall include operational or technical advice on the use of the Carrier control equipment; access to the control system through the use of a phone line and modem. If unable to assist via electronic communications, on-site service must be provided within four (4) hours of receipt of the service call.

## **2.5 Facility Access:**

- 2.5.1 The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract.
- 2.2.2 Contractor HVAC Technicians must report to the DOH office upon arrival and departure. Contractor shall provide a service ticket indicating time of arrival and departures, scope of work performed and obtain a signature from an authorized Agency representative. A signed copy of the service ticket must be provided at the time of departure.

## **2.6 Reports**

The Contractor will develop comprehensive reports of findings with recommendations for operational changes, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment yearly to agency representative. This is applicable to all systems and equipment.

The Contractor shall have the ability to interface with the existing chillers' control panel utilizing Crystal View diagnostic software. The Contractor shall have the ability to configure set point and current limit. The Contractor shall provide, within 24 hours after requested, a Crystal View report of each chiller's status, set point and operating log to the Agency. The Contractor shall also provide, within 24 hours after requested, a web-based report, via DDC control system, of real-time energy usage, operational cost comparisons and benchmark performance to the Agency.

The Contractor shall provide monthly usage reports listing each release issued for that reporting period with the number of regular hours worked, the number of overtime hours worked, the number of weekend/Holiday hours worked, the amount of vendor manufactured parts, and the amount of non-vendor manufactured parts. A copy of this report shall be sent to the Agency.

## 2.7 Costs

**Maintenance, Testing, and Inspection Services:** The Contractor shall provide two hourly rates for all services to be included under this Contract. The first rate will include all Preventative Maintenance and Corrective Maintenance (regular and non emergency) and the second will be for emergency maintenance callouts. The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

**Parts:** The Contractor shall provide parts to the agency at the lowest possible cost. Preventive maintenance parts and associated costs shall be submitted for approval immediately following award of the contract. No deviation shall be permitted without prior written approval by the Agency. Parts required for repairs shall be approved by the Agency prior to purchase or installation by the Contractor and shall be paid at the Contractor's cost. The contractor shall be required to provide any and all price lists for audit purposes with the invoice.

**Freight:** The Contractor shall have parts shipped in the most economical way possible, except where expedited shipping is authorized prior to orders. All cost shall be invoiced separate from cost of parts and will be paid by Agency. No mark up shall be permitted for delivery. (See Section 4.2 for more information).

### **SECTION 3: MINIMUM QUALIFICATIONS**

The Contractor shall have the minimum qualifications outlined below to perform Preventive Maintenance and Corrective Maintenance under this Contract and should submit all documentation of the below defined qualifications with the bid.

1. The Contractor must have factory-authorized, factory-trained and certified HVAC Competent Mechanic(s) for all equipment and manufacturers shown on Attachment C and must submit the following documentation relating thereto:
  - a. A copy of the Contractor's factory authorization to provide repair and warranty service for Carrier HVAC equipment including chillers up to 1,200 ton capacities.
  - b. A list of HVAC Competent Mechanic name(s) including dates of factory HVAC service training and certifications. Following award of Contract, Competent Mechanic(s) may only be added upon written approval by the Agency. No work may be performed other than by Competent Mechanic(s) included on the list.
  - c. Documentation of the Contractor having five (5) years prior experience with jobs of a similar size and scope servicing HVAC equipment including chillers of the type serving Agency's facilities. Documentation includes, but is not limited to, references, contracts, resumes, etc.
2. The Contractor must have factory-authorized, factory-trained and certified DDC

(Digital Direction Control) Competent Mechanics and provide the following documentation relating thereto:

- a. A copy of the Contractor's factory authorization to provide DDC repair service and warranty service for Johnson Controls and Trane Tracer hardware and software currently serving the Agency's facilities and equipment.
  - b. A list of DDC control Competent Mechanic name(s) including dates of factory DDC training certificates. Following award of Contract, DDC control Competent Mechanics may only be added upon written approval by the Agency. No work relating to DDC controls may be performed other than by DDC control Competent Mechanic included on the list.
  - c. Documentation of the Contractor having five (5) years prior experience with jobs of a similar size and scope servicing the type of DDC control system(s) serving Agency's facilities. Documentation includes, but is not limited to, references, contracts, resumes, etc.
3. The Contractor must also have and provide copies of WV State certifications for the following employees:
- a. Electricians: Documentation provided for electricians must include names of electricians and copies of their WV State electrical licenses.
  - b. Plumbers/Pipe-fitters: Documentation provided for electricians must include names of electricians and copies of their WV State plumbing licenses.

By submitting a response to this RFQ, Contractor certifies that its employees that will perform services under the Contract meet the minimum qualifications outlined below.

#### **SECTION 4: ORDERING AND INVOICING**

##### **4.1 Release Orders**

**NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT.**

The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the vendor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered notice to proceed. No work other than that specified on the individual release order shall be undertaken by the Contractor. **Issuance of multiple release orders to circumvent this requirement is strictly prohibited.**

**Changes:** Any alteration to a release order must be facilitated by formal change order. No change order may be issued which causes an individual job's total cost to exceed \$25,000.00.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

#### **4.2 Invoices**

Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of Contractor's invoice for each repair part, component, or material provided. Freight charges must be in accordance with Section 2. Any expedited delivery charges for emergency Corrective Maintenance service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.
3. FEIN number, complete address of vendor, release order number, and master contract number.

Invoices shall be mailed to the following address:

West Virginia Division of Highways  
District Two  
P. O. Box 880  
Huntington, West Virginia 25712  
Attention: Accounting

Invoices may be submitted electronically, but the electronic invoices must meet the requirements of the WV State Auditor's Office for such invoices.

#### **SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

- 5.1: The relationship of the Contractor to the State of West Virginia 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 Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries,



taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

- 5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (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 Contractor, 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; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.
- 5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.
- 5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:
1. National Electric Code (NEC)
  2. International Building Code (IBC)
  3. International Mechanical Code (IMC)
  4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
  5. ANSI/ASHRAE Standard 135-2004 (BACnet)
  6. ANSI/EIA/CEA-709.1 (LonTalk)
  7. NFPA (National Fire Protection Association)
- 5.5: The Contractor 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.
- 5.6: The Contractor 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 hereto 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.

- 5.7: The Contractor will provide for all insurance necessary to render the Agency free and harmless from all claims arising from services performed under this Contract. Contract insurance, liability and compensation insurance shall be sufficient to cover the Contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of the Contractor's certificate of insurance is required prior to the Contract being awarded.

**SECTION 6: AWARD CRITERIA**

The contract shall be awarded to the Contractor meeting all mandatory requirements with the lowest price based on the bid scenario on the attached Bid Form.

**HVAC SYSTEMS MAINTENANCE CONTRACT  
WEST VIRGINIA DIVISION OF HIGHWAYS**

**Bid Form**

<b>Services</b>	<b>*Estimated Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Preventive/Corrective Maintenance	75	\$	\$
Emergency Call-Outs	25	\$	\$
<b>Total</b>			\$

**\*Note: Hours are estimated for bid evaluation purposes ONLY. Actual hours may be more or less as deemed necessary or required by the Agency.**



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
02120028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR
--------

\*709001715      304-757-0395  
 CARRIER BUILDING SYSTEMS & SER  
 PO BOX 427  
 2 MISSION WAY  
 SCOTT DEPOT WV 25560

SHIP TO
---------

DIVISION OF HIGHWAYS  
 DISTRICT TWO  
 801 MADISON AVENUE  
 HUNTINGTON, WV  
 25704      304-528-5650

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/02/2011				

BID OPENING DATE: 09/14/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADD: EXHIBIT A - TECHNICAL QUESTIONS		
				ADD: VENDOR PREFERENCE CERTIFICATE		
				BID OPENING DATE CHANGED		
				FROM: 09/07/11 @1:30 P.M		
				TO: 09/14/11 @1:30 P.M.		
				NO OTHER CHANGES		
0001		EA		936-10		
				AIR CONDITIONING MAINTENANCE AND REPAIR		
				***** THIS IS THE END OF RFQ 02120028 ***** TOTAL:		\$24,789 <sup>00</sup> /ANNUAL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

2012 RFP

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



**EXHIBIT A - TECHNICAL QUESTIONS**



**Carrier**

A United Technologies Company

**HVAC Commercial Service**

Ph 304-757-0395 x11  
Fax 304-757-3018

Carrier Commercial Services  
Two Mission Way  
Scott Depot, WV 25560

September 13, 2011

Division of Highways  
District Two  
801 Madison Avenue  
Huntington, WV 25704

**Request for Quotation – RFQ 02120028 – Air Conditioning Maintenance and Repair**

Dear Mr. Paul Reynolds,

As requested we are submitting this bid for RFQ 02120028.

The following letter will provides additional requested information.

**REQUEST FOR PROPOSAL FORM**

**Individuals with authority to clarify and contractually bind the company:**

Tim Sneeringer – (p) 304-757-0395 x3 / (c) 304-741-1097  
Brian Layton – (p) 304-757-0395 x 14/ (c) 304-741-1093

**Additional information:**

**Section 3: Minimum Qualifications:**

1a. Our office is the direct factory representative for all Carrier HVAC equipment located on this facility. All technicians have attended factory schools and have been trained locally by our senior technician staff.

**1b. List of competent technicians: (This is a list of Carrier technicians and Carrier training completed)**

Banks, Scott	30RB/XA - 2007				
Burgroff, Richard Nelson	19XR Plant - 2007				
Cecil, David Robert	CCN 1 - 2007	CCN 2 - 2007	ABB VFD - 2007	48A/48Z/48PG - 2011	
Eggleton, Doug	48A/48Z/48PG - 2011				
Engle, Buckey Dwaine	CCN 1 - 2007	CCN 2 - 2007	ABB VFD - 2007		
Ferrari, Justin	19XR Plant - 2011				
Gillenwater, Danny	UA - 2008	CCN 1			
Harpold, Neil	30RB/XA/XW - 2011				
Helmick, Danny Edward	23XRV - 2007	ABB VFD - 2007	CCN III	CCN IV	CCN V
Matthews, Bryan James	CCN 1 - 2007	CCN 2 - 2007	19XR Plant - 2006	UA - 2008	30RB/XA/XW - 2011
McDavid, Mark	19XR Plant - 2011				
Rappold, Kevin	30RB/XA - 2007	19XR Plant - 2008			
Trimble, John	Comfortlink RTU - 2007	19XR Plant - 2008	30RB/XA/XW - 2011		
Yoho, Gregory Morton	19XR Plant - 2007	17MPS - 2008	48A/48Z/48PG - 2011		

1c. Carrier has maintained the equipment at this location prior to new equipment install (8) years ago. And has been maintaining the equipment every since the new install. Danny Helmick has been the main service technician for your facility during this entire time.

2a. Our office is the direct factory representative for the Carrier CCN Direct Digital Control system located at your facility. We designed and installed the system and have maintained and upgraded the system since it was installed.

2b. List of DDC control competent mechanics: (List of technicians including training:

Penny, John	CCN 1	CCN 2	CCN IV	CCN V	lvue
Cecil, David Robert	CCN 1 - 2007	CCN 2 - 2007	ABB VFD - 2007	48A/48Z/48PG - 2011	
Engle, Buckey Dwaine	CCN 1 - 2007	CCN 2 - 2007	ABB VFD - 2007		
Helmick, Danny Edward	23XRV - 2007	ABB VFD - 2007	CCN III	CCN IV	CCN V

2c. We installed the CCN control system 8 years ago. We have completed 3 to 4 million dollars with of controls related projects in the immediate with the staff listed above during the past 5 years.

3b. All technicians on staff are certified as Universal Refrigeration License. All technicians have WV state plumbing licenses.

If you have any questions concerning anything we have proposed please feel free to call me at 304-757-0395.

Sincerely,



Brian Layton  
Senior Account Executive  
Carrier Commercial Service



Carrier Corporation  
Contract Administration  
Carrier Parkway  
Building TR 4  
Syracuse, New York 13221

September 2, 2011

State of West Virginia  
Department of Administration  
Purchasing Divisions  
2019 Washington Street, East  
Charleston, WV 25311

ATTN: Paul Reynolds

RE: Request For Quotation 02120028

Dear Mr. Reynolds:

We are pleased to enclose one (1) original of the subject Request For Quote duly executed on behalf of Carrier Corporation.

Carrier's bid is based upon the terms and conditions contained in the RFQ and the following modifications to those terms and conditions.

Section 5 Additional Terms and Conditions:

Paragraph 5.2 Indemnification—Line 1 before "indemnify, defend" insert "to the proportionate extent, caused, occasioned, or contributed to by the direct fault or negligence, by act or omission, of Contractor, its subcontractors, agents, or employees in the performance of this contract,".

Add to paragraph "State or the Agency shall provide prompt written notice of, and furnish a copy of written communications relating to any claim of indemnification covered hereunder to the Contractor. The Contractor shall not be obligated to indemnify the required parties under this contract with regards to any settlement or compromise made without the Contractor's prior written consent."

Add Paragraph 5.8 Mutual Limitation of Liability—"Under no circumstances shall the State, the Agency and/or Contractor be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Contractor shall be liable for damage to property, other than the equipment provided under this bid, and to persons, to the extent that Contractor's negligent acts or omissions directly contributed to such injury or property damage."

We look forward to satisfying your HVAC requirements as Carrier truly holds the State of West Virginia as a valued customer.

If you have any questions please contact me at (315) 433-4050, fax (860) 998-0339 or e-mail [thomas.van.arnam@carrier.utc.com](mailto:thomas.van.arnam@carrier.utc.com).

Very truly yours,

A handwritten signature in cursive script, appearing to read "Tom W. Van Arnam".

Thomas W. Van Arnam  
Manager of Contracts

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

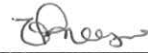
Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status.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

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

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

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

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

Bidder: CARRIER CORPORATION                      Signed: 

Date: 9/13/11    Title: SERVICE SUPERVISOR

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



RFQ No. 02120028

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Carrier Corporation

Authorized Signature: BY [Signature] Date: September 2, 2011

State of New York

County of Onondaga, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of September 2011

My Commission expires 10-19, 20 14

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

NANCY J. PULTORAK  
Notary Public, State of New York  
No. 01PU5003297  
Qualified in Onondaga County  
Commission Expires Oct. 19, 2014