



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
 GSD106436A

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Nitro Electric Company, Inc.
 4300 1st. Avenue
 Nitro, WV 25143

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP.	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		910-36		
<p>OPEN END CONTRACT FOR HVAC MAINTENANCE</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) MAINTENANCE TO VARIOUS DEPARTMENT OF ADMINISTRATION OWNED BUILDINGS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-2596 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/15/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ BY FORMAL WRITTEN ADDENDUM ISSUED</p>						

RECEIVED
 2011 AUG 31 PM 12:21
 WV PURCHASING DIVISION

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
TITLE HVAC Manager			FEIN	304.204.1522	8/31/2011	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BY THE PURCHASING DIVISION IS BINDING. NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED. EXHIBIT 10 REQUISITION NO.: <i>GSD106436A</i> . 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>X</i> .. <i>J.P.</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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.204.1522	DATE 8/31/2011
TITLE HVAC Manager	FEIN 208844160	ADDRESS CHANGES TO BE NOTED ABOVE

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Nitro Electric Company, Inc.
4300 1st. Avenue
Nitro, WV 25143

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<p>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.</p> <p style="text-align: center;"> SIGNATURE <i>Nitro Mechanical / Electrical Company, Inc.</i> COMPANY 8/31/2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

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TITLE HVAC Manager	FEIN 208844160	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 08/31/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
				304.204.1522	8/31/2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE			
HVAC Manager	208844160				

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. ANY WORK PERFORMED BY THE VENDOR WITHOUT A FULLY EXECUTED WV-39 RELEASE ORDER SHALL BE AT THE VENDOR'S RISK.</p> <p>ADDITIONAL ORDERING AND INVOICING REQUIREMENTS ARE LOCATED IN SECTION 4 OF THE ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>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 \$1,000,000.00.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE HVAC Manager	FEIN 208844160	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD106436</p> <p>BID OPENING DATE: 08/31/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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SIGNATURE 	TELEPHONE 304.204.1522	DATE 8/31/2011
TITLE HVAC Manager	FEIN 208844160	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304.204.1350		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>Jerry Priddy, HVAC Manager</i>						
***** THIS IS THE END OF RFQ GSD106436A *****						TOTAL: <u>2,570,000.00</u>
<i>Two Million Five Hundred Seventy Thousand and no/cents</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304.204.1522	DATE 8/31/2011
TITLE <i>HVAC Manager</i>	FEIN 208844160	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				ADD THE FOLLOWING LANGUAGE TO THE SPECIFICATIONS:		
				'WAGE RATES: THE CONTRACTOR OR SUBCONTRACTORS SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY OF WORK, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, DEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)"		
				BID OPENING DATE REMAINS: 08/31/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	HR		910-36		
				OPEN END CONTRACT FOR HVAC MAINTENANCE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304.204.1522	DATE 8/31/2011
TITLE HVAC Manager	FEIN 208844160	ADDRESS CHANGES TO BE NOTED ABOVE

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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 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).

REQUEST FOR QUOTATIONS #GSD106436A
HVAC SYSTEMS PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, TESTING,
AND OVERHAUL SERVICES CONTRACT DEPARTMENT OF ADMINISTRATION-OWNED
FACILITIES
GENERAL SERVICES DIVISION
1900 Kanawha Boulevard, East
Charleston, WV

Location: West Virginia Department of Administration
Buildings Listed Herein

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form
2. Attachment B: GSD106436 HVAC Sample Equipment List
3. Attachment C: GSD106436 Building List

SECTION 1: DEFINITIONS

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Preventative Maintenance" shall be defined as the 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 Preventative Maintenance shall be performed without authorization from the Agency, in the form of an approved release order.
- E. "Corrective Maintenance" shall be defined as maintenance performed on an as-requested basis to correct a malfunction or failure in an HVAC system. No

Corrective Maintenance shall be performed without authorization from the Agency in the form of an approved release order.

- F. "Competent Mechanic" shall be defined as 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 Director of the General Services Division as having authority to act on behalf of the General Services Division.
- H. "Holidays" shall be defined as 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, Lincoln's Day, Election Days, and Christmas Day).
- I. "Testing" shall be defined as a function test upon the completion of ordered Corrective Maintenance, Preventative Maintenance, and Overhaul services to ensure equipment is returned to normal operating mode or to determine if additional repairs are required.
- J. "Overhaul" shall be defined as the detailed inspection of equipment and any maintenance or repair identified in that inspection or prescribed by the manufacturers schedule.
- K. "Cost for Parts" shall be defined as the actual, documented cost of the parts as purchased by the Contractor.

SECTION 2: SCOPE OF WORK

The Contractor shall provide (1) Preventative Maintenance, (2) Corrective Maintenance, (3) Testing, and (4) Overhaul service of the heating, cooling, and air conditioning systems (HVAC) in buildings owned and operated by the West Virginia Department of Administration. Preventative Maintenance, Corrective Maintenance, Testing and Overhaul service must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Examples of work include but are not limited to:

1. The annual Overhaul of a variety of chillers up to 1200 ton.
2. Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service.
3. 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 return heating or cooling function to the building.
4. Contractor shall connect to and fully utilize the digital control systems currently used, which include but are not limited to, Tracer, Andover, Metasys and ASI, to monitor equipment and troubleshoot the main components of the HVAC units included in this contract.
 5. 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 increases the size, type or extent of the system.

2.1 Required Services:

The Contractor shall provide Overhaul, Preventative Maintenance, and Testing services as scheduled by the Agency. 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.

The Contractor shall also provide Corrective Maintenance and Testing services on an on-call basis. Contractor must respond to a request and be on site for Corrective Maintenance service calls within 4 hours of notification unless otherwise scheduled by the Agency. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

All Preventative Maintenance, Corrective Maintenance, Testing, and Overhaul Services performed hereunder shall be billed to the Agency at a single hourly rate regardless of the date and time such services are performed.

Labor Warranty: The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

2.2 Parts:

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 at no cost to the Agency. 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.

Freight: The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. For Corrective Maintenance service parts orders where expedited delivery is requested and authorized by the Agency,

the Contractor may invoice for freight charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. (See Section 4.2 for more information).

Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

2.3 Telephone Service:

Contractor shall maintain a continuous 24-hour telephone service for receipt of maintenance service calls, 365 days a year. Contractor shall provide the Agency with alternative contacts should the 24-hour telephone service become temporarily unavailable.

2.4 Facility Access:

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.

2.5 Reports

Upon performing Preventative Maintenance, Corrective Maintenance, Testing, or Overhaul Service of HVAC equipment, 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. These reports shall be submitted to the Operations Maintenance Manager after every service call.

The Contractor shall have the ability to interface with the existing control system which utilizes Crystalview 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 Crystalview report of equipment 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.

2.6 Costs

The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

2.7 Facilities

The list of facilities for which Contractor is required to provide services is attached as Attachment B and specifically incorporated herein by reference. There is no guarantee

that Contractor's services will be required and the Agency reserves the right to not request service in any of the facilities listed on Attachment B. Facilities throughout the state may be added to the list on Attachment B during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

SECTION 3: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications outlined below to perform Preventative Maintenance, Corrective Maintenance, Testing, and Overhaul services under this Contract. The Contractor shall provide the Agency all documentation of the qualifications in lines 1 and 2 prior to award of the Contract.

1. The Contractor shall provide a copy of the Contractor's factory authorization to provide repair and warranty service for Mammoth, Trane, Carrier and York HVAC equipment including chillers up to 1,200 ton capacities (see Attachment B for other potential manufacturers of equipment which could require service during the life of the contract). In lieu of said factory authorization, the Contractor must provide letters of reference for at least three (3) distinct contracts or projects documenting the successful completion of repair and warranty services to HVAC systems of the types and makes currently serving the Agency's facilities and equipment. To indicate sufficient capabilities to manage the size and scope of the Agency's needs, each of the references must be projects or contracts which covered HVAC systems serving a multiple building campus.

2. The Contractor shall provide a copy of the Contractor's factory authorization to provide DDC repair service and warranty service for Johnson Controls and/or Trane Tracer hardware and software, the systems currently serving the predominant portion of the Agency's facilities and equipment; in lieu of said factory authorization, the Contractor must provide letters of reference for at least three (3) distinct contracts or projects documenting the successful completion of repair and warranty services to DDC systems of the types and makes currently serving the Agency's facilities and equipment. To indicate sufficient capabilities to manage the size and scope of the Agency's needs, each of the references must be projects or contracts which covered DDC systems serving a multiple building campus.

Work under this Contract may only be performed by a Competent Mechanic who has first provided documentation of certifications and or licensure for the following:

1. Electricians- WV Master Electricians License
2. Plumbers- WV Master Plumbers License

3. HVAC- EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program prior to January 1, 2006

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. Issuance of multiple release orders to circumvent this requirement is strictly prohibited

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 Contractor. 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 authorization to begin work. No work other than that specified on the individual release order shall be undertaken by the Contractor.

Changes: Any alteration to a release order must be facilitated by revised release order. No revision shall be issued nor work performed 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 suppliers' price list or invoice for each part, component, or material provided. Freight charges must be in accordance with Section 2. Any expedited delivery charges for 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. The Contractor's Cost for Parts for each individual part, the markup applied, the total charge being requested, and the supplier's invoice number or page number of the attached price list. Copies of supplier's price list or invoices must match, in the order by which parts appear on the Contractor's invoice.
4. Complete address of Contractor, release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration
General Services Division
State Capitol Complex
Building 1, Room MB-68
1900 Kanawha Blvd. E.
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

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. Subcontracted work shall be limited to highly specialized repairs (including, but not limited to, motor rewinding, etc.) that are not within the Contractor's abilities to perform. Subcontracted work of this type shall be billed to the Agency at Contractor's cost and shall have all of the documentation requirements specified herein apply to it when being invoiced.

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.

SECTION 6: AWARD CRITERIA

The State of West Virginia shall award this Contract according to the following award criteria. Failure to list the hourly rate on the Bid Form will result in disqualification of the Contractor's bid. If the Contractor fails to list the markup % and Multiplier, the parts will be provided at Contractor cost. The amounts of hours and the aggregate expenditure of supplied parts are estimates, used only as a basis for award of the Contract. **Actual amounts required during the life of the Contract may be greater or lower.**

The following formula shall be used to award the Contract: $A + B = C$ (Total Bid)

Following is a **sample** bid tabulation for reference only. The award shall be based on the lowest combination of hourly rate total and parts markup total per the attached bid scenario.

NOTE: The multiplier listed below is derived by taking the parts percentage markup and converting it to a multiplier factor. For example, a 25% markup would equal a multiplier of 1.25.

Flat Hourly Rate \$ 50.00 X 22,000 hours = \$ 1,100,000.00 (A)

Cost for Parts \$750,000.00 X Markup (25 %) 1.25 = \$ 937,500.00 (B)

Total Bid \$ 2,073,500.00 (C)

**The volume of the work to be performed during each period of the day is approximate and for reference only:

- 90% performed Monday through Friday 7am-5pm
- 04% performed Monday through Friday 5:01pm-6:59am
- 04% performed on Saturday or Sunday
- 02% performed on Holidays

**No different hourly rate shall be provided for any hour(s) of any day(s) regardless of whether work is performed day or night, weekday, weekend, or holiday.

GSD106436A ATTACHMENT A: BID FORM

Flat Hourly Rate \$ 80.00 X 22,000 hours = 1,760,000.00 (A)
Cost for Parts \$750,000 X Markup (8 %) 1.08 = 810,000.00 (B)
Total Bid 2,570,000.00 (C)

CONTACT INFORMATION

Company Name: Nitro Mechanical / Electrical
Address 4300 1st. Avenue, Second Floor
Nitro, WV 25143
Contractor Contact Name Jerry Priddy, HVAC Manager
Contractor Phone Number 304.204.1522
Contractor Fax Number 304.204.1350
Contractor Email Address jpriddy@nitromechanical.com

Please provide the following numbers below:

24 Hour Phone Number for Corrective Maintenance Service Calls: 877.653.6618

Fax/email for Release Order Receipt: 304.204.1522

jpriddy@nitromechanical.com

GSD Equipment List

Description	Manufacturer	Category	Building	Model	Quantity
GAS FIRED PACKAGE	YORK	HEATING	Rehab Bldg A	DMO78N15A2AAA1A	1
ROOF TOP UNIT	TRANE	RTU	Rehab Bldg A	M2110404009D	1
HEAT PUMP	YORK		Rehab Bldg A	SHP090-HPO-17A	1
AIR CONDITIONING UNIT	INTERTHERM	ACU	Rehab Bldg A	3JE29CN304C6	1
GAS FIRED PACKAGE	YORK	HEATING	Rehab Bldg A	DINA036NO7206C	1
ROOF TOP HEAT PUMP	YORK	RTU	Rehab Bldg A	NOC7482861	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab Bldg A	CG40C	1
BOILER	PEERLESS	BOILER	Rehab Bldg A	210-13-W	1
BOILER	PEERLESS	BOILER	Rehab Bldg A	210-11-W	1
BOILER	PEERLESS	BOILER	Rehab Bldg A	170-8-W	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab Bldg A	TTA090 A300A	1
SPLIT GAS FURNACE	YORK	HEATING	Rehab Bldg A	P3HUD20N1040A	1
SPLIT GAS FURNACE	YORK	HEATING	Rehab Bldg A	93HUC16N09201A	1
HEAT PUMP	TRANE	RTU	Rehab Bldg A	WCC024F1008G	1
5-TON CONDENSER	TRANE	ACU	Rehab Bldg A	BTA0600300AD	1
AIR CONDITIONING UNIT	CARRIER	ACU	Rehab Bldg B	38GR005800	1
AIR CONDITIONING UNIT	CARRIER	ACU	Rehab Bldg B	38CKC060640	1
FURNACE	YORK	HEATING	Rehab Bldg C	PICKD20N09601A	1
FURNACE	YORK	HEATING	Rehab Bldg C	P2MPD20N1120F	2
FURNACE	YORK	HEATING	Rehab Bldg C	P2MPD16N09601E	2
FURNACE	YORK	HEATING	Rehab Bldg C	P2MPD16N096016	1
AIR HANDLER AND CONDENSER	PAYNE	ACU	Rehab Bldg C	PF1MN8024	1
FURNACE	TRANE	HEATING	Rehab Bldg C	TWC024B140A1	1
GAS FIRED PACKAGE	YORK	HEATING	Rehab Bldg C	DINA060N11025A	1
BOILER	PEERLESS	BOILER	Rehab Bldg C	210-6-W	1
AIR HANDLER AND CONDENSER	CARRIER	ACU	Rehab, Chapel	FB4BNF042	1
AIR HANDLER AND CONDENSER	FRIGIDAIRE	ACU	Rehab, Chapel	GB5BM-742B	1
AIR CONDITIONING UNIT	CARRIER	ACU	Rehab, Bldg E	50DG008400	1
HEAT PUMP	TRANE	ACU	Rehab, Bldg E	WCCO48F100BG	1
AIR CONDITIONING UNIT	WHIRLPOOL	ACU	Rehab, Bldg E	NPABA59AH01	1
AIR CONDITIONING UNIT	SINGER	ACU	Rehab, Bldg E		1

GSD Equipment List

HEAT PUMP	CARRIER	ACU	Rehab, Bldg E	500P0094000A	1
HEAT PUMP	CARRIER	ACU	Rehab, Bldg E	50PQ008510	2
HEAT PUMP	CARRIER	ACU	Rehab, Bldg E	50PQ0010510	1
BOILER	PEERLESS	BOILER	Rehab, Bldg E	210-10-W	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg E	TCH180B300HB	1
SPLIT HEAT PUMP	LUXAIRE	HEATING	Rehab, Bldg E	N-AHB1206A/EBBA-F0245A	1
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bldg F	18N-J3	2
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg F	YCC036F3-H0BC	2
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg F	YCC048F3M0BD	1
SPLIT HEAT PUMP	LUXAIRE	HEATING	Rehab, Bldg F	N-AHB1206A/EBBA-F0245A	1
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	CC19085	2
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	FV40085	1
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	FV30085	1
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	SPH8-48	2
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	FV330887	2
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	SPH5	2
CONTROL PANEL	JOHNSON	CONTROL	Rehab, F Ray Power		2
CONTROL PANEL	SINGER	CONTROL	Rehab, F Ray Power		1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, F Ray Power	RAUA300-MC	1
AIR CONDITIONING UNIT	YORK	RTU	Rehab, F Ray Power	DIEB030A06B	2
SPLIT SYSTEM	TRANE	ACU	Rehab, F Ray Power	BTD736A100B0	1
20 TON HEAT PUMP	CARRIER	HEATING	Rehab, Bldg H	50EQ024600HA	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg H	TCD180B300HA	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg H	CG75C	1
2.5 TON AIR CONDITIONER	HEIL	ACU	Rehab, Bldg H	CA303QKB1	1
HEAT PUMP	YORK	HEATING	Rehab, Bldg H	B1HA042A46B	1
AIR CONDITIONING UNIT	WHIRLPOOL	ACU	Rehab, Bldg H	NRGF24D8802	2
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bldg H	1BLN-43	1
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bldg H	1BLN-J3	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg H	TCC018F100BG	2

GSD Equipment List

HEATER	REZNOR	HEATING	Rehab, Bldg H	RGB150-8-5-2	1
SPLIT SYSTEM	TRANE	ACU	Rehab, Bldg H	TTR012C100A1	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	B3CH048A25C	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA042NO360C	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA036NO360C	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA030NO360C	3
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA018NO360C	1
20 TON HEAT PUMP	TRANE	HEATING	Rehab, Bldg K	50EQ024520HA	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	COHE60-25A	2
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	CA91-25G	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	MCE48-25A	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	CXDHE60-25A	1
HEAT PUMP	HEIL	HEATING	Rehab, Bldg K	NPHB030AKOL	1
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bldg K	1BL-N-J-3	1
AIR CONDITIONING UNIT	GENERAL ELECTRIC	ACU	Rehab, Bldg L	81892A100A1	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg L	MC848-10A	1
SPLIT SYSTEM		ACU	Rehab, Bldg L	38BA003510	1
SPLIT SYSTEM		ACU	Rehab, Bldg L	NAC060AKA1	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg M	RAUB-624-A	1
AIR CONDITIONING UNIT	DUCANE	ACU	Rehab, Bldg R	AC10B60	1
SERIES R	TRANE	ACU	Rehab, Bldg R	RATC 2504	1
AIR HANDLER		AHU	Bldg 01, Main Capitol		8
CONDENSATE STATION		HEATING	Bldg 01, Main Capitol		11
ROOF TOP AIR COOLED CONDENSER	Trane	ACU	Bldg 01, Main Capitol		2
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	BCHC054A1A0A1f04D	6
FAN COIL UNIT	Carrier	FCU	Bldg 01, Main Capitol	39BA050B12	6
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	K70370339030	2
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-08a0b-a2a	15
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-0556A0B-A1A	4
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	42CK5	16
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-06A0B-A1A	20
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	XTP-048X075-DALAO46A	3

GSD Equipment List

FAN COIL UNIT	FCU	Bldg 01, Main Capitol	TVRA-04A08-A1H	40
FAN COIL UNIT	FCU	Bldg 01, Main Capitol	E7V208AB	6
FAN COIL UNIT	FCU	Bldg 01, Main Capitol	FCB80801MAA0G20	8
CHILLED WATER CIRCULATING PUMP	PUMP	Bldg 01, Main Capitol	3G-11.625-BF 1510	5
AIR HANDLER UNIT(RETURN)	AHU	Bldg 03, Old DMV		5
AIR HANDLER UNIT(SUPPLY)	AHU	Bldg 03, Old DMV		5
CONDENSATE STATION	HEATING	Bldg 03, Old DMV		1
CHILLED WATER COOLINGPUMP	PUMP	Bldg 03, Old DMV	4AC 6.125BF	1
CHILLED WATER LOOP VALVE	VALVE	Bldg 03, Old DMV		1
CHRYSLER AIR TEMP UNIT	ACU	Bldg 03, Old DMV	34A5026	1
FAN	EXFAN	Bldg 03, Old DMV		8
HOT WATER CIRCULATING PUMP	PUMP	Bldg 03, Old DMV		2
EXHAUST FAN	EXFAN	Bldg 04, 112 Calif.		1
INTERIOR ROOMTOP UNIT	ACU	Bldg 04, 112 Calif.	50AH060500	1
BLDG 4 WINDOW UNITS	ACU	Bldg 04, 112 Calif.		242
AIR HANDLER UNIT	AHU	Bldg 04, 112 Calif.		4
BACK FLOW PREVENTER - WINDOW	CHILLED			
UNIT PUMPS LOOP	WATER	Bldg 04, 112 Calif.	RPZ 1.5" 009M2 QT	1
CHILLED WATER PUMP	PUMP	Bldg 04, 112 Calif.		1
CHILLED WATER LOOP VALVE	VALVE	Bldg 04, 112 Calif.		1
CONTROL PANEL	HVAC	Bldg 04, 112 Calif.		1
ELECTRIC HEATER	HEATING	Bldg 04, 112 Calif.	3UG73	2
ELECTRIC HEATER	HEATING	Bldg 04, 112 Calif.	2YU72	1
CONTROL PANEL FOR METASYS		Bldg 04, 112 Calif.		1
STEAM HEATER	HEATING	Bldg 04, 112 Calif.	5PV50A	2
WATER CIRCULATING PUMP	PUMP	Bldg 04, 112 Calif.		4
CONDENSATE HOLDING TANK	HEATING	Bldg 05, DOH		1
Control Room Air Conditioner	AHU	Bldg 05, DOH	40RMSO12-601HC	2
AIR HANDLER UNITONE RETURN	AHU	Bldg 05, DOH	LM212030D	2
AIR HANDLER	AHU	Bldg 05, DOH		7
CONDENSATE STATION- AH1	HEATING	Bldg 05, DOH		7
CHILLED WATER PUMP ONE	PUMP	Bldg 05, DOH		8

GSD Equipment List

CHILLED WATER LOOP VALVE	VALVE	Bldg 05, DOH		1
EXHAUST FAN	EXFAN	Bldg 05, DOH	2-26164-6	2
BUILDING FIVE HOT WATER CIR.	PUMP	Bldg 05, DOH		2
BUILDING FIVE WINDOW UNITS		Bldg 05, DOH		675
AIR HANDLER UNIT RETURN FAN	AHU	Bldg 6, California		2
AIR HANDLER UNIT SUPPLY FAN	AHU	Bldg 6, California	9565-AR	2
AIR HANDLER UNIT SUPPLY	AHU	Bldg 6, California	SIN9559	5
CHILLED Wtr PUMP AIR HANDLERS	PUMP	Bldg 6, California	GBPA-BF	3
CHILLED WATER LOOP VALVE	VALVE	Bldg 6, California		9
HOT WATER CIRCULATING PUMP	PUMP	Bldg 6, California		1
WINDOW UNITS- all floors		Bldg 6, California		530
CONTROLS SYSTEM		Bldg 6, California		2
AIR HANDLER UNIT	AHU	Bldg 7, Conference Ctr'		1
AIR CONDITIONING UNIT	ACU	Bldg 8, Governor's		1
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV012W4D12R00	2
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	8-165421-01	1
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV030W4D622R00	1
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	5K675BA	5
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV020W4D622R00	5
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	6XJ65	2
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV016W4D412R00	1
CHILLED WATER LOOP VALVE	VALVE	Bldg 9, Cultural Center		4
AIR HANDLER UNIT	AHU	Bldg 9, Cultural Center		2
BOILER	BOILER	Bldg 9, Cultural Center		1
REHEAT COIL	RHC	Bldg 11, Chiller Plant		2
Heat Exchanger Free Cooling	ACU	Bldg 11, Chiller Plant	AT 80 B-20	5
Air Conditioning Unit	ACU	Bldg 11, Chiller Plant	CVHF770	4
Constant Air Volume Unit	CAV	Bldg 11, Chiller Plant		5
COOLING TOWER	COOL TOWER	Bldg 11, Chiller Plant		4
CHILLED WATER PUMP	PUMP	Bldg 11, Chiller Plant	VSCS 11.875 BF RHR 0F3440	2

GSD Equipment List

CHILLED WATER RUN-AROUND PUMP 600T	PUMP	Bldg 11, Chiller Plant	VSCS 8.000 BF LHR	3
CHILLED RUN-AROUND PUMP	PUMP	Bldg 11, Chiller Plant	VSCS 11.750 BF LHR	2
CHILLED WATER TOWER PUMP 600T	PUMP	Bldg 11, Chiller Plant	VSCS 10.000 BF RHR	3
CHILLED WATER TOWER PUMP	PUMP	Bldg 11, Chiller Plant	VSCS 16.750 BF RHR	1
EVAPORATER PUMP	PUMP	Bldg 11, Chiller Plant	T625A	1
CHILLED WATER CIRC PUMP - RTU1	PUMP	Bldg 11, Chiller Plant		5
DOLPHIN TREATMENT UNIT 1	DOLPHIN	Bldg 11, Chiller Plant		
EXHAUST FAN	EXFAN	Bldg 11, Chiller Plant	GB-071-6-X	1
ROOF TOP UNIT	AHU	Bldg 11, Chiller Plant	XTO-045X048-EEJE146A	1
WALL HEATER - EAST STAIRS	HEATING	Bldg 11, Chiller Plant	F1500	1
WALL HEATER - WEST STAIRS	HEATING	Bldg 11, Chiller Plant	WH3150	1
BUILDING 14 EVAPORATOR COIL - BASEMENT	ACU	Bldg 14, Quarrier St.	U-29	1
BUILDING 14 CONDENSING UNIT - OUTSIDE NORTH	ACU	Bldg 14, Quarrier St.	CKL24-1F	1
BUILDING 14 FAN COIL UNIT w/ELECTRIC HEAT - 3RD FLOOR ATTIC	HEAT PUMP	Bldg 14, Quarrier St.	ARUF042-00A-1	1
GAS FURNACE	ACU	Bldg 14, Quarrier St.	GMNT060-3B	1
HEAT PUMP CONDENSING UNIT	HEAT PUMP	Bldg 14, Quarrier St.	CPL342-1	2
HEAT PUMP	HEAT PUMP	Bldg 15, Purchasing	F3EH090A33A	2
HEAT PUMP/ CONDENSING UNIT	HEAT PUMP	Bldg 15, Purchasing	E3FB09A25A	2
HEAT PUMP	HEAT PUMP	Bldg 15, Purchasing	2H504502625A	3
ROOF TOP UNIT	ACU	Bldg 15, Purchasing	50TIQ008 - 501GA	1
WALL HEATER	HEATING	Bldg 15, Purchasing	5E182D	1
LAUNDRY - KITCHEN A/C UNIT	AHU	Bldg 16, Daycare	TWE036C14060	2
BUILDING FAN UNIT	AHU	Bldg 16, Daycare	BAF-DWDI	1
BUILDING 16 FURNACE	BOILER	Bldg 16, Daycare	CRI-G-10	20
WINDOW A/C UNIT	ACU	Bldg 16, Daycare	XCE183D	1
BOILER WATER -CIRCULATING PUMP	PUMP	Bldg 17, Finance	6T-2	1
BOILER WATER -CIRCULATING PUMP	PUMP	Bldg 17, Finance	4GTT	2
CIRCULATING PUMP	PUMP	Bldg 17, Finance	BA-100	1

GSD Equipment List

COOLING TOWER	COOL TOWER	Bldg 17, Finance	BF102721JKH	1
COOLING TOWER CIRCULATING PUMP	PUMP	Bldg 17, Finance	3642	2
EXHAUST FAN	EXFAN	Bldg 17, Finance	2C960C	8
Heat Pump First Floor tag cc140	HEAT PUMP	Bldg 17, Finance	GEHB01511TO1AOLR001000	8
Heat Pump second Floor tag CC190	HEAT PUMP	Bldg 17, Finance	01000000	4
Heat Pump second Floor tag CC260	HEAT PUMP	Bldg 17, Finance	GEHB01811TO1AOLR001000	2
Heat Pump First Floor tag cc100	HEAT PUMP	Bldg 17, Finance	01000000	2
BUILDING 17 HEAT PUMP - LOOP PUMP 1	PUMP	Bldg 17, Finance	1-1-1/4x 1-1/2x9xPF	3
MAKE-UP AIR UNIT	AHU	Bldg 17, Finance	L0310	5
WALL HEATER	HEATING	Bldg 17, Finance	5E183D	1
AIR CONDITIONING UNIT	FCU	Bldg 18, Michigan Ave	AHD60D2CH21B	1
CONDENSER UNIT	ACU	Bldg 18, Michigan Ave		6
AIR HANDLER UNIT	AHU	Bldg 22, Tax & Revenue	CCD814ENEG	2
BOILER	BOILER	Bldg 22, Tax & Revenue	L G-B-17	1
CHILLER	ACU	Bldg 22, Tax & Revenue		1
HANING HEATING UNIT	HEATING	Bldg 22, Tax & Revenue	USHA-060S-8C-AAC	2
HOT WATER CIRCU. PUMP ONE	PUMP	Bldg 22, Tax & Revenue		1
COOLING UNIT WATER SOURCE	ACU	Bldg 23, Beckley	GEVA02431CA120	2
ROOF TOP AIR HANDLER	AHU	Bldg 23, Beckley	TSB017U0F	1
MAIN UNIT BOILER	BOILER	Bldg 23, Beckley	K 5018	1
COOLING TOWER	COOL TOWER	Bldg 23, Beckley	F1733KIM	10
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH036AMIFE	2
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH019AMIGE	5
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH024AMIFS	11
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH030AMIFS	1
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH042AMIFE	3

GSD Equipment List

WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	50HQA036ZMCM3DA	1
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH048AMFS	1
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH015AMGS	2
Closed Loop System	PUMP	Bldg 23, Beckley	WC 88R0758801 B	2
BOILER	BOILER	Bldg 25, Parkersburg	H-0724A-CCCR8BA	1
COOLING TOWER	COOL TOWER			
CHILLED WATER CIRCULATING PUMP	PUMP	Bldg 25, Parkersburg	EFC-C-222-3LH	1
WATER SOURCE HEAT PUMP	PUMP	Bldg 25, Parkersburg	3089K241	19
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	CCH048AMTS	15
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	CCH036AMTS	2
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	FCW060AMTL	2
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	CCH024AMTS	5
EXHAUST FAN 2	EXFAN	Bldg 32, Huntington	VEBK15/3000CFM	5
Building Rooftop units	AHU	Bldg 32, Huntington	YCD300B4HAGA	6
Building Split unit				
Compressor/Evaporator Coil	ACU	Bldg 32, Huntington	C38AN102110E/40QNB8012	114
Variable Air Volume	VAV	Bldg 32, Huntington	VADA10B00Q0	2
ELECTRIC HANGING HEATER	HEATING	Bldg 33, Central Mail	2YU74	1
EXHAUST FAN	EXFAN	Bldg 33, Central Mail	3GY74	1
GAS FURNACE	HEATING	Bldg 33, Central Mail	ZS13LHJ1G	3
GAS HANGING HEATER	HEATING	Bldg 33, Central Mail	RL920N324	1
BUILDING ROOF TOP UNIT	AHU	Bldg 33, Central Mail	50TJ-008-521GA	1
BUILDING ROOF TOP UNIT	AHU	Bldg 33, Central Mail	TTA060D300A1	1
Building Rooftop unit #1	AHU	Bldg 33, Central Mail	48TFD014-611HS	1
EXHAUST FAN 1	EXFAN	Bldg 34, Weirton, WV	GB-161-5	1
EXHAUST FAN 2	EXFAN	Bldg 34, Weirton, WV	SP-A1410	4
CEILING STAIRWELL HEATER	HEATING	Bldg 34, Weirton, WV	G3485	6
Building Rooftop unit #1	AHU	Bldg 34, Weirton, WV	48TFD014-611HS	5
Building Split unit				
Compressor/Evaporator Coil	ACU	Bldg 34, Weirton, WV	40QNB009100	1
TRANE CHILLER	ACU	Bldg 36, One Davis Sq.	CVHE025FDK2EB2352DEI1S	1
ACU Liebert	ACU	Bldg 36, One Davis Sq.	CAZA000	1
			UH245AUA10D	6

GSD Equipment List

AIR HANDLER	AHU	Bldg 36, One Davis Sq.	COAA 12K	1
SELLERS ENGINEERING BOILER	BOILER	Bldg 36, One Davis Sq.	15 COMMODORE C-30-W	1
COOLING TOWER	COOL TOWER	Bldg 36, One Davis Sq.	VXT-N215CR	2
CHILLED WATER CIRCULATING PUMP	PUMP	Bldg 36, One Davis Sq.	4BC-87/8-BFW	6
EXHAUST FAN	EXFAN	Bldg 36, One Davis Sq.	4HZ45	2
BUILDING FAN MAKEUP UNIT	AHU	Bldg 36, One Davis Sq.	7850115-01-0J	1
FAN COIL UNIT	FCU	Bldg 36, One Davis Sq.	AZ28E09DABM2	3
Stairwell Heater	HEATING	Bldg 36, One Davis Sq.	3407-1	2
Hanging Heater	HEATING	Bldg 36, One Davis Sq.	UHSA-0605-8C-AA	2
HOT WATER CIRCULATING PUMP	PUMP	Bldg 36, One Davis Sq.	21/2AB-63/4-BFW	1
A/C Unit	ACU	Bldg 37, Kanawha City	MRU-381-A	1
CONDENSER UNIT	ACU	Bldg 37, Kanawha City	FCB16SM	2
BOILER	BOILER	Bldg 37, Kanawha City	AB250-W-FDG	3
CIRCULATION PUMP	PUMP	Bldg 37, Kanawha City	6X6X10	2
COMBUSTION AIR INLET HOOD	BOILER	Bldg 37, Kanawha City	FR1R-1Z212-A	5
CEILING HEATER	HEATING	Bldg 37, Kanawha City	G3483TA1S71RCH3TA1S	7
EXHAUST FAN 01 UPPER ROOF	EXFAN	Bldg 37, Kanawha City	GB-200-7-X	3
HVAC UNIT	AHU	Bldg 37, Kanawha City		1
UNIT HEATER	HEATING	Bldg 37, Kanawha City	3UF80	8
WALL HEATER	HEATING	Bldg 37, Kanawha City	AFA7-38DG325TTD-RP	2
WALL HEATER	HEATING	Bldg 37, Kanawha City	C1512TAA	8
ROOFTOP UNITS	AHU	Bldg 74, Plaza, So Chas	TCD180B400HB	15
VARIABLE AIR VOLUME	VAV	Bldg 74, Plaza, So Chas	XUB-KV15	1
ROOF TOP UNIT	ACU	Bldg 84, Greenbrier St.	Y14AW24E2KDB8BC	4
ROOF TOP UNIT	ACU	Bldg 84, Greenbrier St.	YCD060C4H08D	2
HANGING A/C UNIT	ACU	Bldg 84, Greenbrier St.	DMC037A-yLL	1
BOILER	BOILER	Bldg 84, Greenbrier St.	T-C-900	1
HANGING HEATER FURNACE	HEATING	Bldg 84, Greenbrier St.	FA4ANF036	1
HANGING A/C UNIT	ACU	Bldg 84, Greenbrier St.	1101e21245	1
VAV DAMPER	VAV	Bldg 84, Greenbrier St.	98423700	13
EXHAUST FAN	EXFAN	Bldg 86, Summers Bldg	365-B	4

GSD Equipment List

BOILER	BOILER	Bldg 86, Summers Bldg	AM-300	1
COOLING TOWER PUMP	PUMP	Bldg 86, Summers Bldg	(PART NO) 300520	4
CONDENSING UNIT	ACU	Bldg 86, Summers Bldg	38HDR048-311	3
ELECTRIC HEATER	HEATING	Bldg 86, Summers Bldg	2YU73	24
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 86, Summers Bldg	HLO36ESSC BGCSB	16
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 86, Summers Bldg	50HQA060SMC601DA	8
Water Source Heat Pump	HEAT PUMP	Bldg 86, Summers Bldg	N0C10480B00000000	1
HEAT PUMP WATER LOOP PIPING	PUMP	Bldg 86, Summers Bldg		2
HEAT RECOVERY UNIT	HEATING	Bldg 86, Summers Bldg		3
PRIMARY PUMP	PUMP	Bldg 86, Summers Bldg	FE4008E2G1F2LOA	4
CIRCULATION PUMP	PUMP	Bldg 86, Summers Bldg	1641C3N4	3
EXHAUST FAN	EXFAN	Bldg 97, Williamson	70ACE-70C2B	1
BUILDING ROOF TOP UNIT	AHU	Bldg 97, Williamson	SFHFC40E1846A6AD9001AO	1
BUILDING SPLIT UNIT			C000G000	
COMPRESSOR/EVAPORATOR COIL	ACU	Bldg 97, Williamson	DAMA0112-AO / DRCU0312	29
VARIABLE AIR VOLUME	VAV	Bldg 97, Williamson	VCEF08000G0DD04D000001 2W0A0401	1

GSD106436A ATTACHMENT C: BUILDINGS LIST

Buildings to be Included in HVAC Maintenance Contract:

(Buildings can be added to this list during the life of the contract only by mutual agreement of both the GSD and the Contractor, accomplished by formal change order)

Building	Description	Location
B01	Bldg. 01 Main Capitol	Capitol Complex
B03	Bldg. 03 Motor Vehicles	Capitol Complex
B04	Bldg. 04 112 California Avenue	Capitol Complex
B05	Bldg. 05 Dept of Highways	Capitol Complex
B06	Bldg. 06 California Avenue	Capitol Complex
B07	Bldg. 07 Conference Center	Capitol Complex
B08	Bldg. 08 - Governor's Mansion	Capitol Complex
B09	Bldg. 09 Cultural Center	Capitol Complex
B10	Bldg. 10 Holly Grove	Capitol Complex
B11	Bldg. 11 Central Chiller Plant	Capitol Complex
B13	Bldg. 13 Parking Garage	Capitol Complex
B14	Bldg. 14 2006 Quarrier Street	Capitol Complex
B15	Bldg. 15 Purchasing	Capitol Complex
B16	Bldg. 16 Capitol Daycare	Capitol Complex
B17	Bldg. 17 Finance	Capitol Complex
B18	Bldg. 18 103 Michigan Avenue	Capitol Complex
B20	Bldg. 20 Records Management	Capitol Complex
B22	Bldg. 22 WV Tax And Revenue Center	Capitol Complex
B23	Bldg. 23 State Office Complex	Beckley
B25	Bldg. 25 State Office Complex	Parkersburg
B27	Bldg. 27 Surplus Property	Dunbar
B29	Bldg. 29 Yeager Airport Hanger	Capitol Complex
B32	Bldg. 32 Huntington Workforce WV	Yeager Airport Exec.
B33	Bldg. 33 Central Mail And Craft Shop	Capitol Complex
B34	Bldg. 34 Weirton	Weirton, WV
B86	Summers Bldg, Smith Street	Charleston
B36	DHHR/One Davis Square	Capitol & Summers St.
B37	Bldg. 37 Dept of EPA-Kanawha City	Kanawha City
B38	Bldg. 38 Dept of Public Safety	So. Charleston
B74	Bldg. 74 Plaza IV	So. Charleston
B84	Bldg. 84 1409 Greenbrier Street Charleston	Charleston
B86	Greenbrooke Building, Smith St, Charleston	Charleston
B97	Bldg 97 203 rd Ave Williamson	Williamson, WV
B98	Grounds, 321 Michigan Ave.	Capitol Complex

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: Jerry Priddy, Nitro Mechanical Signed: [Signature]
Date: 8/30/2011 Title: HVAC Manager

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

RFQ No. GSD106436A

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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: Nitro Mechanical

Authorized Signature: [Signature] Date: 8/30/2011

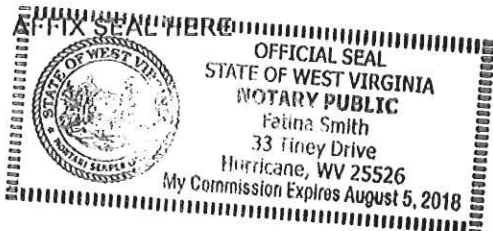
State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 30 day of August, 2011.

My Commission expires August 5, 2018.

NOTARY PUBLIC [Signature]
Commissioned as
[Signature]



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV042601

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING

NITRO ELECTRIC COMPANY INC
DBA NITRO MECHANICAL SERVICES
4300 1ST AVE #2
NITRO, WV 25143-1001


Date Issued

JUNE 13, 2011

Expiration Date

JUNE 13, 2012


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. 444 Liberty Ave Four Gateway Center Suite 505 Pittsburgh, PA 15222	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Insurance Company		11150-001
INSURED Nitro Electric Company, Inc. 100 Industrial Lane Huntington, WV 25702	INSURER B: National Union Fire Insurance Company of		19445-001
	INSURER C: Everest National Insurance Company		10120-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15279933 REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ZAGLB9065100	1/1/2011	1/1/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			ZACAT9057200	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALLOWED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE24253790	1/1/2011	1/1/2012	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI9118000	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Auto Buffer			71C6000445111	1/1/2011	1/1/2012		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Re: Verification of Workers' Compensation Insurance.

CERTIFICATE HOLDER

CANCELLATION

Nitro Electric Company Inc. 4300 1st Avenue, 2 Floor Nitro, WV 25143-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Call: 3223504 Tpl: 1208311 Cert: 15279933 © 1988-2010 ACORD CORPORATION. All rights reserved.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Lowell L. Ferguson, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Nitro Electric Company Inc; and,
2. I do hereby attest that Nitro Electric Company Inc.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Nitro Electric Company Inc.
(Company Name)

By: Lowell L. Ferguson

Title: President

Date: August 30, 2011

Taken, subscribed and sworn to before me this 30 day of August 2011



August 5, 2018

Fatima Withers Commissioned as
(Notary Public) Fatima Smith

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

August 30, 2011

Nitro Electric Company, Inc.
Nitro Mechanical Services
PO Box 879
4300 1st Ave
Nitro, WV 25143

Attention: Lane Ferguson

Re: Contractor Work for TMMWV

To Whom It May Concern:

I'm pleased to recommend Nitro Electric / Nitro Mechanical to other companies for their electrical, mechanical and HVAC needs. Over the past several years, I have worked with the electrical and mechanical divisions on numerous projects at Toyota Motor Manufacturing of West Virginia. Nitro HVAC division has taken care of our 1600 ton Carrier units, 1800 ton York chillers, and 2000 ton York unit along with DDC control system. We have been very pleased with the work they have done for us.

Through the years, Nitro Electric has been on time and on budget with their projects for our company. I recommend them without hesitation, and we continue to use their services daily within our facilities.

Sincerely,

Randy Adams

Facility Team Leader
Toyota Manufacturing of West Virginia

Nitro has been the primary contractor that has provided HVAC services to Acetone, Glue, Catalyst, Glycol, and the tone Polyols production units. Nitro has provided not only HVAC service and DDC Controls to these production units, but also has been the main caretaker of 2 refrigeration chiller machines, which provide process cooling to two separate process units. Nitro has always, without delay, been more than able to supply services when asked for these production units during business hours, and has always been able to provide excellent response to the needs of the production unit in the off-hours.

Nitro has assumed responsibility for a 200-ton refrigeration chiller machine after another contractor was given the contract to bring the system on-line after it was relocated from another production unit. After several months and a huge overrun of the budget to bring this machine on-line, Nitro was asked to see if they could make necessary adjustments to get the machine on-line. Nitro came thru, and the machine was started and is now in service. Nitro was also given a contract to do the repairs and upkeep on this machine, as well as the a maintenance contract to keep the maintenance up on another 20 refrigeration machines. At this time, the machine has been kept in good service and good operating condition.

Without any hesitation, I give Jerry Priddy and the Nitro guys that provide HVAC and Process cooling support a great job. If any questions, feel free to contact me.

Thanks,

Bill Potter

Maintenance Coordinator

Letter of Recommendation (Nitro)

To Whom It May Concern:

I'm the Gatekeeper (maintenance/scheduler/budget controller) at the Larvin Unit at Bayer CropScience. We have an 1800-ton refrigeration unit for our -10 Glycol System, a 200-ton +5 chilled water system, three 20-ton York refrigeration machines at our CarboFuran Unit, a 300-ton FES chiller Rhoidmet Unit, as well as numerous HVAC units with DDC control systems for our office buildings. All of these systems are maintained and serviced by Jerry Priddy and his staff at Nitro.

It is mandatory for our equipment to run 24/7 with minimal outages. When we have issues, we know that Nitro will respond very quickly, and can depend on a quick resolution to any problem. We've made calls as all times, day and night, and have never been dissatisfied with their service. I personally would recommend their services to anyone who had to have their equipment maintained and/or serviced by technicians that know their craft and care about the needs of the customer.

Gilbert Swisher

Gatekeeper/WCC

@Bayercropscience.com

304 767-6035

Certificate of

Completion

Presented By

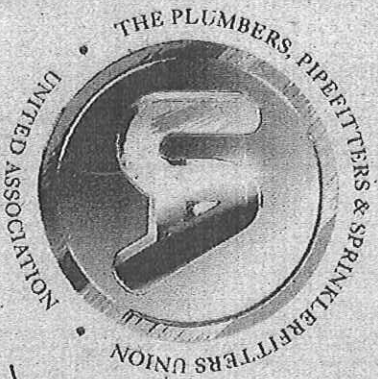
Plumbers & Pipefitters

Local Union 625

Recognizing

Steve Fisher

As having successfully completed a 50-hour course in
Pneumatic Controls & Instrumentation
Presented this
25th day of April 2000



T.L. Ransom, Business Manager

Jeff Perry, Training Coordinator

Bob Burroughs, Instructor

Dee Williams, Instructor

No. J02724

COMMONWEALTH OF KENTUCKY
Kentucky Board of Heating, Ventilation
and Air Conditioning Contractors
Frankfort, Kentucky

This is to certify that STEVEN W. FISHER *has fulfilled the requirements of the law governing the Licensing of Journeyman Heating, Ventilation and Air Conditioning Mechanics as set forth in the K.S.D.S., Chapter 198B, and is hereby granted this certificate as a Licensed JOURNEYMAN HVAC MECHANIC*

to be in force throughout the State of Kentucky unless revoked for cause or canceled for failure to renew as authorized by law.

Given under our hands this 11th day of July 1995 at Frankfort, Kentucky.

Thomas F. Walker

HVAC Program Coordinator

Charles D. Botten

COMMISSIONER, Department of Housing, Buildings & Construction
Chairman of the Kentucky HVAC Board



This certifies that

STEVIE FISHER

has successfully completed an educational program in:

LATITUDE CLASS

(16 HRS)

APRIL 20 - 21, 2005



YORK INSTITUTE
OF AIR CONDITIONING AND REFRIGERATION

Certificate of Achievement

STEVE FISHER

HAS COMPLETED AN EDUCATIONAL PROGRAM IN

YORK INTERNATIONAL/FRICK/RECO PROCESS REFRIGERATION SYSTEMS
TRAINING CLASS IN YORK, PA.


F. E. ZIFFER, Manager Field Service Operations


Applied
Systems

YORK INTERNATIONAL

February 19 - 23, 1996
date



This certifies that

Steve Fisher

has successfully completed an educational program in:

Variable Speed Drive Service Training - 28 Hours

November 05 - 08, 2002

YORK *Jim Arva*
Engineered
Systems Group
YORK INTERNATIONAL

Karl Birtley

Dave Saylor

Putnam County Vocational Technical Center
Eleanor, West Virginia

This is to certify that
STEVE FISHER

participated in

HEATING, REFRIGERATION & AIR CONDITIONING
CLASS

Completed 252 Hours
UNIT OF STUDY

and is therefore awarded this

Certificate

given at Eleanor, West Virginia

May 14 1985
MONTH DAY YEAR

Clara Howard
PRINCIPAL

James A. Johnson
INSTRUCTOR



Certificate of Completion

The Trane Company certifies that

Chad McLaughlin

of the Columbia Trane Commercial District Office

has completed the

Tracer Controls Systems

... a two-day technical conference for Trane warranty service technicians introducing product, components, and start-up and field service requirements - conducted by LaCrosse Technical Service Training and Pueblo Chiller Business Unit Technical Service


Senior Training Engineer


Senior Training Engineer



Manager, Technical Service Training - Worldwide Applied System Group



Refrigeration Division

FES Systems Inc.

CERTIFICATE OF COMPLETION

This is to certify

Jerry Priddy


has completed the

2008 FES Screw Compressor & Controls Training

This training consists of technical instruction for the operation and maintenance of FES Screw Compressor Packages and Microprocessor Control Panels

21 May 2008

Date


Tim C. Keezel
Corporate Trainer



FES Systems Inc.

CERTIFICATE OF COMPLETION

This is to certify

JERRY PRIDDY

has completed the

FES Screw Compressor and Controls Training

The course consists of technical instruction for operation and maintenance of FES Screw Compressor Packages and Microprocessor Controls

October 2004

Date


Teresa Sauble
Marketing Manager

DEPARTMENT OF LABOR UNITED STATES

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Completion of Apprenticeship

This is to certify that
Jerry L Priddy Jr.
has completed an apprenticeship for the occupation

Pipefitter
under the sponsorship of
Charleston Plumbers & Pipefitters JATC
Charleston, West Virginia

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

J. H. P...

May 1, 2002

Date Completed



St. J. Chao
Secretary of Labor

Anthony S...
Administrator, Apprenticeship Training, Employer and Labor Services



This is to certify that

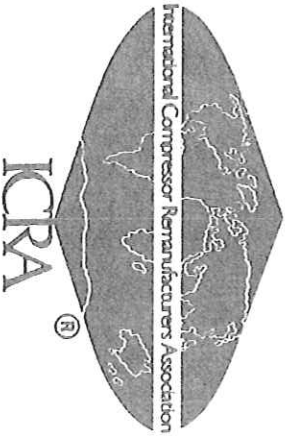
Jerry Priddy _____ of _____ *Carrier Corporation*

*Participated in a compressor workshop course focusing on
Compressors: Start-Up, Field Service, and Failures*

*Designed to provide a greater understanding of the operation,
repair, and service of reciprocating compressors.*

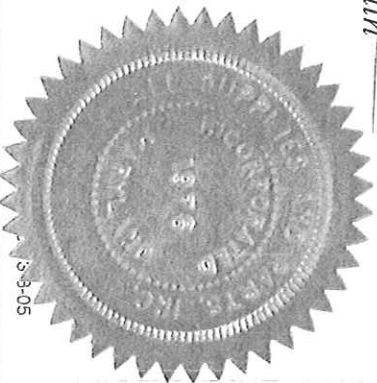
Dated _____ *January 19, 2010*

Member



Instructor

A.D. Smith



CERTIFICATE OF COMPLETION



Awarded To:

Jerry Priddy

For The Successful Completion Of:

Carrier VFD Training

Certification Date:

October 31, 2005



Carrier

A United Technologies Company

National Training Department

National Training Department

CERTIFICATE OF COMPLETION



Awarded To:

Jerry Priddy

For The Successful Completion Of:

2007 Controls Session 1- Chicago- September 17-21st

Certification Date:

September 18, 2007



Carrier

A United Technologies Company

National Training Department

National Training Department



CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

JERRY PRIDDY

HAS SUCCESSFULLY COMPLETED
1 DAY

OF PROFESSIONAL INSTRUCTION IN .

CONTROL VALVE & POSITIONER TRAINING
MARCH 28, 2009


INSTRUCTOR