



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1205676

Procurement Type: Central Master Agreement

Vendor ID: 000000202408

Legal Name: CASTO TECHNICAL SERVICES INC

Alias/DBA:

Total Bid: \$63,998.00

Response Date: 04/20/2023

Response Time: 11:57

Responded By User ID: Casto015

First Name: April

Last Name: Dunlap

Email: adunlap@castotech.com

Phone: 304-346-0549

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2300000010

Published Date: 4/6/23

Close Date: 4/20/23

Close Time: 13:30

Status: Closed

Solicitation Description: (Construction) Chiller and HVAC Maintenance

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1205676
Solicitation Description: (Construction) Chiller and HVAC Maintenance
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-04-20 13:30	SR 0613 ESR04202300000005231	1

VENDOR
 000000202408
 CASTO TECHNICAL SERVICES INC

Solicitation Number: CRFQ 0613 VNF2300000010
Total Bid: 63998
Response Date: 2023-04-20
Response Time: 11:57:09
Comments:

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Chiller and HVAC Maintenance				63998.00

Comm Code	Manufacturer	Specification	Model #
72151207			

Commodity Line Comments:

Extended Description:

See attached pricing page

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Casto Technical Services, Inc.
of Charleston, WV, as Principal, and Western Surety Company
of Chicago, IL, a corporation organized and existing under the laws of the State of
SD with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
(Construction) Chiller and HVAC Maintenance - CRFQ 0613 VNF2300000010 - According to Plans & Specifications

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 20th day of April, 2023.

Principal Seal

Casto Technical Services, Inc.
(Name of Principal)

By Timothy Smeering
(Must be President, Vice President, or
Duly Authorized Agent)

GENERAL MANAGER
(Title)

Surety Seal

Western Surety Company
(Name of Surety)

By: Patricia A. Moye
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Jeremy B Stanley, Terri L Dodrill, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2022.



WESTERN SURETY COMPANY

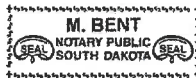
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **20th** day of **April**, **2023**.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1205676

Doc Description: (Construction) Chiller and HVAC Maintenance

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-06	2023-04-20 13:30	CRFQ 0613 VNF2300000010	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : *Costo Technical Services*

Address : *540 Leon Sullivan Way*

Street :

City : *Charleston*

State : *WV*

Country :

Zip : *25301*

Principal Contact : *April Dunlap*

Vendor Contact Phone: *304-346-0549*

Extension: *1253*

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X *April Dunlap*

FEIN# *550539186*

DATE *4/20/2023*

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Construction:

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Nursing Facility, to establish an open-end contract to provide Chiller and HVAC maintenance at the WV Veterans Nursing Facility in Clarksburg, WV, per the attached documentation.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Chiller and HVAC Maintenance		See Exhibit H	\$63,998	

Comm Code	Manufacturer	Specification	Model #
72151207			

Extended Description:
See attached pricing page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Question Due By 11:00 am est.	2023-04-12

	Document Phase	Document Description	Page
VNF230000010	Draft	(Construction) Chiller and HVAC Maintenance	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **April 12, 2023, at 11:00 am est.**

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 20, 2023, at 1:30 pm est.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year ~~XXXXXXXXXXXX~~. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as N/A), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$100,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and 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.

36. INDEMNIFICATION: The Vendor 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 Vendor, 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- a. **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- c. **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- d. **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Casto Technical Services

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) April Dunlap, Sales Support

(Address) 646 Leon Sullivan Way Charleston, WV 25301

(Phone Number) / (Fax Number) 304-346-0549 / 304-346-8980

(Email address) adunlap@castotech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Casto Technical Services

(Company)

April Dunlap

(Signature of Authorized Representative)

April Dunlap, Sales Support 4/20/2023

(Printed Name and Title of Authorized Representative) (Date)

304-346-0549

(Phone Number) (Fax Number)

adunlap@castotech.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ VNF23*10
Chiller and HVAC Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility (WVVNF) located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract for Chiller and HVAC Maintenance. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“HVAC Maintenance”** means Preventive Maintenance, Corrective Maintenance and Emergency Maintenance services provided by Vendor under this Contract and shall not include the addition of new HVAC equipment to increase the size or coverage area of the existing HVAC system.

 - 2.2 **“Preventive Maintenance and Inspections”** means activities that have been specifically identified on Exhibit B and is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.

 - 2.3 **“Corrective Maintenance”** includes all work not identified as Preventive Maintenance on Exhibit B. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and/or correct a malfunction or failure in an HVAC system, and testing to ensure that equipment is in proper working order after the repair. **Corrective Maintenance under this contract does not include any individual project that exceeds \$50,000 in total value (including both parts and labor).** Any project that exceeds \$50,000 in total value must be completed through the Purchasing Division’s formal competitive bidding process.

 - 2.4 **“On-Call or Emergency Maintenance”** is Corrective Maintenance and Testing on an Emergency basis which requires a response within the time periods listed in these specifications. **Emergency Maintenance under this contract does not include any individual project that exceeds \$50,000 in total value (including both parts and labor).** Any project that exceeds \$50,000 in total value must be completed through the Purchasing Division’s formal competitive bidding process.

 - 2.5 **“Testing”** means the authorization and licensing with Trane Inc to use the necessary equipment and software to interface with the facilities items specified within this contract. Vendor must troubleshoot and configure settings and limits as necessary to maintain proper operation of HVAC systems.

 - 2.6 **“Contract Services”** means the maintenance, repairs, inspections, testing, labor, parts, materials, or any other services performed or provided under this contract as

REQUEST FOR QUOTATION – CRFQ VNF23*10
Chiller and HVAC Maintenance

defined in these specifications in relation to the Chiller and HVAC systems at WVNF.

- 2.7** “HVAC” means Heating, Venting and Air Conditioning. Under this contract, any reference to HVAC shall include the Trane Chiller, listed as Items 1 and 2 on Exhibit A.
- 2.8** “Pricing Pages” means the schedule of prices, estimated quantity, and totals attached hereto as Exhibit H.
- 2.9** “RFQ” means the official RFQ published by the Purchasing Division and identified as CRFQ VNF23*10.
- 2.10** “Holidays” means New Year’s Eve, New Year’s Day (January 1), Martin Luther King Day (Third Monday in January), President’s Day (Third Monday in February), Memorial Day (Last Monday in May), West Virginia Day (June 20), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veterans Day (November 11), Thanksgiving (Fourth Thursday in November), Day After Thanksgiving (Fourth Friday in November), Christmas Day (December 25).

When a holiday falls on a Saturday, the previous Friday is observed; when a holiday falls on a Sunday, the following Monday is observed. When Christmas Day and New Year’s Day fall on Tuesday, Wednesday, Thursday, or Friday, the preceding half day (not to exceed four hours) on Christmas Eve (December 24) and New Year’s Eve (December 31) are given as time off.

Any day on which a Primary or General election is held throughout the State, and such other days as the President, Governor, or other duly constituted authority proclaim to be official holidays or days of special observance or thanksgiving, or days for the general cessation of business, is given as time off.

- 2.11** “Manufacturer’s Specifications” are written guidelines established by a manufacturer for the installation and operation of the manufacturer's equipment.
- 2.12** **ASHRAE Standard 147** means The American Society of Heating, Refrigeration and Air Conditioning Engineers guidelines on Reducing the Release of Halogenated Refrigerants from Refrigerating and Air-Conditioning Equipment and Systems as approved by ASHRAE and ANSI (American National Standards Institute).
- 3. PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Contract Services on an open-end and continuing basis as outlined in these Specifications.

REQUEST FOR QUOTATION – CRFQ VNF23*10
Chiller and HVAC Maintenance

- 3.1 Vendor shall provide Contract Services in accordance with manufacturer's recommendations and specifications on all equipment listed in Exhibits A and B, incorporated herein by reference.
- 3.2 Vendor shall maintain the efficiency, proper operation, and safety of the equipment as designated by the original manufacturer's specifications.
- 3.3 Upon arrival at the facility, Vendor must have a computerized electronic device (i.e., computer or laptop) with the necessary Kestrel View and Diotech Controls software pre-installed and ready to troubleshoot, repair and maintain the entire HVAC system, including the Chiller. Proof of interface ability must be provided prior to contract award.
- 3.4 Vendor shall have the ability to interface with the existing chiller control system utilizing the newest versions of Kestrel View diagnostic software to test and troubleshoot as well as configure set points and current limits. Proof of interface ability must be provided prior to contract award.
- 3.5 Vendor shall have the ability to interface with the existing Niagra Tridium to test and troubleshoot as well as configure set points and current limits. Proof of interface ability must be provided prior to contract award.
- 3.6 Vendor shall provide, within 24 hours of request, a Kestrel View report of the chiller's status, set points and operating log, as well as any other information as requested by the Agency.
- 3.7 Vendor shall provide, within 24 hours of request, an ASHRAE chiller log as recommended by ASHRAE Standard 147.
- 3.8 Vendor shall perform all necessary examinations and adjustments to maintain equipment at the optimum operating parameters as designated by the original manufacturer's specifications.
- 3.9 Vendor shall adjust or replace all safety devices, including regulators, limit switches, pressure relief valves, or other safety or regulating devices as necessary.
- 3.10 Vendor shall furnish all equipment, tools, and parts necessary for the performance of Corrective Maintenance and/or Emergency Repairs. Equipment and tools will be provided at no cost to the Agency. Vendor may bill Agency for parts as defined in Sections 10.4 and 10.5.
- 3.11 Vendor shall be responsible for replacement of ceiling grid and tiles should they become soiled or damaged by Vendor at no cost to the Agency. Agency will make final determination whether to clean or replace tiles on a case-by-case basis.

REQUEST FOR QUOTATION – CRFQ VNF23*10
Chiller and HVAC Maintenance

- 3.12** Vendor shall conduct a preliminary diagnostic investigation within the first 30 days of contract award, except for certain seasonal systems. Seasonal equipment will be surveyed during the next appropriate operating season. Vendor shall review all operating sequences and practices of the current equipment in order to assure the effective environmental conditionings while minimizing operational costs. Survey shall include, but not be limited to, time schedules, reset schedules, economizer changeovers where applicable, set points, and energy management routines. After this review, but within 60 days of contract award, Vendor shall develop a Preventive Maintenance Schedule which Agency will review for approval.
- 3.13** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.14** Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays. Vendor shall provide Agency with a call down list or other procedure that will ensure the quickest possible response time. Vendor will keep this list up to date and provide it to the Agency as changes are made. Failure to do so may result in the cancellation of this contract.
- 3.15** Vendor shall not perform any HVAC Maintenance under this contract without prior approval from Agency.
- 3.16 PREVENTIVE MAINTENANCE:**
- 3.16.1** Vendor shall perform Preventive Maintenance as listed on Exhibit B and per manufacturer’s specifications.
- 3.16.2** Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide supplies and materials necessary to perform Preventive Maintenance at no additional cost to Agency. Any cost for supplies and materials must be included in the monthly Preventive Maintenance fee.
- 3.16.3** Preventive Maintenance shall include, but not be limited to:
- 3.16.3.1** Replacement of batteries in thermostats
 - 3.16.3.2** Cleaning
 - 3.16.3.3** Painting
 - 3.16.3.4** Lubricating
 - 3.16.3.5** Packing
 - 3.16.3.6** Sealing
 - 3.16.3.7** Adjusting

REQUEST FOR QUOTATION – CRFQ VNF23*10
Chiller and HVAC Maintenance

- 3.16.3.8 Calibrating
- 3.16.3.9 Furnishing and replacing filters

3.16.4 Vendor shall create facility specific maintenance forms (see Exhibit D) for all Preventive Maintenance schedules in Exhibit B and submit to Agency within 30 days of award of this contract for approval by Agency.

3.16.5 Preventive Maintenance performed under this Contract shall not exceed \$50,000 per project in total cost. Vendor and Agency are prohibited from dividing or planning a series of Preventive Maintenance activities to circumvent this \$50,000 limit.

3.17 CORRECTIVE MAINTENANCE:

3.17.1 Vendor shall perform Corrective Maintenance as needed to restore the HVAC Systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.

3.17.2 Vendor shall respond to Corrective Maintenance calls from Agency by phone within **one (1) hour** and must arrive on site to begin performance as soon as possible, but no later than **four (4) hours** after Vendor is notified of the request. Vendor may only deviate from the required four (4) hour response time with written permission from the Agency.

3.17.3 Corrective Maintenance must be performed between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding Holidays, unless the Agency approves work at another time, in writing.

3.17.4 Routine scheduled maintenance work that would cause disruption of business activities during the regular business hours must be performed after 3:00 P.M. on weekdays. Routine scheduled maintenance work that would cause disruption of business activities during the regular business hours must be performed over weekends or on scheduled holidays.

3.17.5 Corrective Maintenance performed under this Contract shall not exceed \$50,000 per project in total cost. Vendor and Agency are prohibited from dividing or planning a series of Corrective Maintenance activities to circumvent this \$50,000 limit.

3.18 EMERGENCY MAINTENANCE:

3.18.1 During the life of this Contract, the Agency may have the need for Corrective Maintenance and Testing services on an emergency basis. Emergency maintenance calls shall be placed to the Vendor by an authorized Agency Representative (Exhibit C). Vendor must respond to

REQUEST FOR QUOTATION – CRFQ VNF23*10
Chiller and HVAC Maintenance

all emergency requests within **30 minutes** of notification. Vendor must arrive on site to begin work no later than **two hours** after notification.

3.18.2 If the Vendor is unable to respond on site within 2 hours for any Emergency service, 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 an email, text, or fax to an authorized Agency Representative on Exhibit C.

3.18.3 **Additionally, liquidated damages will be imposed against the Vendor in the amount of \$100.00 per hour for failing to meet the required onsite response time in an emergency situation unless written approval is obtained.**

3.19 LABOR WARRANTY:

3.19.1 The Vendor will furnish a warranty of 12 months for all labor performed under this contract. That 12-month warranty may extend beyond the life of the contract.

3.20 PARTS:

3.20.1 Vendor shall provide and install all parts, components, and materials to keep equipment operating in accordance with manufacturer's specifications.

3.20.2 Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, wire ties and electrical connectors.

3.20.3 Vendor shall supply all tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this Contract.

3.20.4 Vendor shall be responsible for procuring all necessary parts needed to perform HVAC Maintenance under this Contract within the required timeframes established herein.

3.20.5 Vendor shall provide parts to the Agency at the lowest possible cost. Vendor shall price and bill Agency for parts as defined in Sections 10.4 and 10.5. Vendor must provide proof of cost with their invoice to WVVNF.

3.20.6 Vendor shall maintain a supply or inventory of routinely used replacement parts for the HVAC equipment utilized by the Agency. All replacement

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Chiller and HVAC Maintenance

parts shall be new and equal to or better than the original manufacturer's parts.

3.20.7 Parts 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 Vendor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Vendor may not arrange for expedited delivery of parts without prior approval from the Agency.

3.20.8 If the Vendor is unable to provide and install parts within 48 hours of any corrective maintenance call (regular or emergency), the Vendor must notify the Agency in writing. Written requests and approval may be in the form of a text, email, or fax.

3.20.9 The Agency will pay for freight charges for parts in the following circumstances only:

- a. If the Agency requests expedited shipping. Such a request must be made in writing and attached to the Vendor's invoice.
- b. Regular freight charges shall not be permitted unless written permission is provided from the Agency and attached to the Vendor's invoice.
- c. Permitted freight charges will be reimbursed at a pass-through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice show their cost.

3.21 PARTS WARRANTY: The Vendor shall provide a copy of the manufacturer's warranty on parts with the invoice. Vendor will furnish a warranty of a minimum of 90 days on all parts or up to and including the extent of the manufacturer warranty.

4. FACILITY ACCESS: The facility identified in this contract may require access cards and/or keys to gain entrance.

4.1 Vendor personnel may be issued temporary access cards for after-hours access if the project so warrants, as determined by the Agency.

4.2 Vendor shall notify an authorized Agency Representative listed on Exhibit C when they plan to be at the facility.

4.3 Anyone performing under this Contract will be subject to Agency's security protocol and procedures per Exhibit G.

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4.4 Vendor shall inform all staff of Agency’s security protocol and procedures.

5. QUALIFICATIONS:

5.1 EXPERIENCE: Vendor, or Vendor’s employees that will be performing under this contract, must have successfully maintained HVAC equipment of the type, character and magnitude currently being utilized by the Agency and included on list of HVAC equipment, attached hereto as Exhibits A and B, on two or more occasions in the last five years. Vendor shall furnish this information on the attached Exhibit F prior to contract award.

5.1.2 Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor or some other method that the State determines to be acceptable. Vendors must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, certification or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5.2 TRAINING: Vendor, or Vendor’s employees that will be performing under this contract, shall be certified to provide HVAC Maintenance on the equipment located at the Agency’s facilities as shown on Exhibits A and B. Vendor must provide Agency with documentation satisfactory to verify training and certification prior to contract award.

5.3 FACTORY AUTHORIZATION: Vendor must be certified by the applicable manufacturer to perform repair and warranty work on the equipment listed on Exhibits A and B. Proof of certification must be provided prior to contract award.

5.4 CERTIFICATIONS: Vendor shall ensure that all Contract Services performed are performed by certified and appropriately licensed individual(s). Proof of such certifications or licenses must be provided upon request. Required licenses may include, but are not limited to the following:

5.4.1 ELECTRICIANS – WV Electricians License

5.4.2 PLUMBERS – WV Plumbers License

5.4.3 HVAC – EPA608 Universal Certification, including either an Apprentice Certification or completion of an HVAC Vocational Program

5.5 BUILDING CODES: Contract Services performed by the Vendor shall comply with the current editions of the building standards and codes in effect at the time of performance, including but not limited to the following:

5.5.1 National Electric Code (NEC)

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Chiller and HVAC Maintenance

- 5.5.2 International Building Code (IBC)
- 5.5.3 International Mechanical Code (IMC)
- 5.5.4 Underwriters Laboratories: Products shall be UL-916-PAZX listed.
- 5.5.5 ANSI/ASHRAE Standard 135-2004 (BACnet)
- 5.5.6 ANSI/EIA/CEA-709.1 (LonTalk)
- 5.5.7 NFPA (National Fire Protection Association)

5.6 HAZARDOUS MATERIALS/REFRIGERANT POLICY AGREEMENT (EXHIBIT E): This policy must be adhered to and signed by all individuals authorized by the Vendor to perform work under this contract. Vendor must provide a copy of each signed document to the Agency before sending such individuals to the Agency's address.

6. REPORTS: Vendor shall provide all the reports as outlined below.

6.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of HVAC equipment. The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.

6.2 Wiring Diagram: Vendor shall maintain updated wiring diagrams for the HVAC equipment. Vendor must permanently mount wiring diagrams on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.

6.3 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

6.4 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of HVAC Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

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Chiller and HVAC Maintenance

7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract, with the exception of the following:
- a. Corrective Maintenance after-hours on weekdays: no more than 2 hours one way for a total of no more than 4 hours at no more than 50% of the regular hourly rate
 - b. Corrective Maintenance after-hours on weekends: no more than 2 hours one way for a total of no more than 4 hours at no more than 60% of the regular hourly rate
 - c. Corrective Maintenance on Holidays: no more than 2 hours one way for a total of no more than 4 hours at no more than 70% of the regular hourly rate
 - d. Emergency Maintenance after-hours on weekdays: no more than 2 hours one way for a total of no more than 4 hours at no more than 60% of the regular hourly rate
 - e. Corrective Maintenance after-hours on weekends: no more than 2 hours one way for a total of no more than 4 hours at no more than 70% of the regular hourly rate
 - f. Emergency Maintenance on Holidays: no more than 2 hours one way for a total of no more than 4 hours at no more than 80% of the regular hourly rate
8. **CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages (Exhibit H).

- 8.1 **Pricing Pages:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes A monthly cost, an hourly labor rate, a parts multiplier, a total yearly cost, the total labor cost, the total parts cost, and the total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

An example of a properly completed Pricing Page is shown below for reference purposes only:

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EXAMPLE COMPLETED PRICING PAGE:

Monthly Charge	x	12 Months	=	Total Yearly Cost
<u>\$200</u>	x	<u>12</u>	=	<u>\$ 2,400</u>

Hourly Labor Rate x Estimated Hours	=	Total Labor Cost
<u>\$ 50</u> x <u>200</u>	=	<u>\$ 10,000</u>

Estimated Parts Cost x Multiplier	=	Total Parts Cost
<u>\$10,000.00</u> x <u>1.20</u>	=	<u>\$ 12,000</u>

Total Cost	=	<u>\$ 24,400</u>
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9. ORDERING:

- 9.1 Preventive Maintenance Ordering:** After award of this Contract Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.
- 9.2 Corrective Maintenance Ordering:** The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor’s commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor’s quote is satisfactory to the Agency, then Agency will issue a Purchase Order allowing Vendor to commence work. This order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Vendor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate. **Agency shall not issue, and Vendor shall not accept any order that allows Corrective Maintenance performed under this Contract to exceed \$25,000 per project in total cost.**
- 9.3 Emergency Repair Ordering:** The Agency shall define the scope of each Emergency Repair project to be performed under this Contract.
- 9.4** Vendor is not permitted to perform any work other than that specified on the release order issued under Sections 9.1, 9.2 or 9.3 of this Contract.
- 9.5** Issuance of multiple release orders to circumvent the \$25,000 per project limitation on Corrective Maintenance is strictly prohibited.

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Chiller and HVAC Maintenance

9.6 Change orders that cause Corrective Maintenance to exceed \$25,000 per project will not be permitted.

10. BILLING/PAYMENT:

10.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

10.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

10.3 **Preventive Maintenance:** All labor, parts, freight, and travel costs associated with the Preventive Maintenance activities must be included in the monthly charge. The agency will not pay separate charges for labor, parts, freight, or travel costs associated with Preventive Maintenance activities. Vendor may submit monthly invoices to obtain payment for Preventive Maintenance.

10.4 Corrective Maintenance:

10.4.1 **Labor:** Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours actually worked and the single hourly rate bid by vendor. Vendor must submit requests for payment of Corrective Maintenance on an invoice that is separate from the monthly Preventive Maintenance invoice, provided the work has been completed.

10.4.2 **Parts:** Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below.) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier

Example

Meaning

0.5	Vendor sells parts to Agency at one-half of Vendor's cost.
1.0	Vendor sells parts to Agency at Vendor's cost.
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

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10.5 Emergency Services:

10.5.1 Labor: Labor for Emergency Maintenance will be billed on a per hour basis using the number of hours actually worked and the single hourly rate bid by vendor. Vendor must submit requests for payment of Emergency Services on an invoice that is separate from the monthly Preventive Maintenance invoice, provided the work has been completed.

10.5.2 Parts: Parts for Corrective Maintenance will be billed on a cost-plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, or other fees that are not direct payment for parts, except expedited delivery charges. Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice. All other charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

11. DEFAULT:

11.1 The following shall be considered a default under this Contract.

11.1.1 Failure to perform HVAC Maintenance in accordance with the requirements contained herein.

11.1.2 Failure to comply with other specifications and requirements contained herein.

11.1.3 Failure to comply with any law, rule, ordinance, or building code applicable to this Contract or HVAC Maintenance generally.

11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available upon default.

11.2.1 Cancellation of the Contract.

11.2.2 Cancellation of one or more release orders issued under this Contract.

11.2.3 Any other remedies available in law or equity.

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11.3 The Agency reserves the right to inspect the HVAC Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be in default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

12. MISCELLANEOUS:

12.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Tim Sneeringer

Telephone Number: Office 304-346-0549

Telephone Number: Cell N/A

Fax Number: 304-346-8920

Email Address: tsneeringer@matotech.com

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EXHIBIT A – EQUIPMENT LIST

1. **(1) Trane R Type Condenser**
Model # RTAC2004UJONUARN61NY1DONRAOFN11NNEOXN
Serial # UO5D01388

2. **(1) Trane Evaporator Unit**
CRN # MO682.SC
Serial # 130335

3. **VAV Boxes (Variable Air Volume Boxes)**
Approximately 180 Throughout the facility

4. **(2) T-Series Climate Changers (Air Handlers)**
AH#1 Model # TSCB050UOC000000000A00A321.5, Serial # K05C32452
AH#2 Model # TSCB066U0C000000000A363.0, Serial # K05C32462

5. **(10) Exhaust Fans (0-5 HP)**

6. **(1) Metasys Owner Workstation Standard**

7. **(2) Network Automation Engines**

8. **(4) Pumps (10-40 HP)**
3 are Armstrong.
1 is Dayton.

9. **(4) UNT Controllers**

10. **(190) VMA controllers**

11. **(2) HW Reheat System (AJAX Boiler INC.)**
Semi-Instantaneous Water Heater with Ace Series Temperature Controller

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EXHIBIT B – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include: all Preventive Maintenance required by the manufacturer's maintenance service manual, manufacturer's specifications and everything listed below:

Building Automation System Workstation/Software
Comprehensive Annual Inspection

1. Workstation

- a. Check the monitor for clarity, focus, and color.
- b. Clean read/write heads of removable disk drives.
- c. Cycle power – Listen for unusual motor bearing noise.
- d. Verify proper system restart and hardware status.
- e. Clean exterior surfaces.

2. Software

- a. Review control system for critical follow-up and off-line status indications, i.e. system error encountered items.
- b. Review System Event Log with customer, discuss controls operational concerns.
- c. Perform or schedule corrective maintenance procedures as appropriate to resolve situations noted in the preceding reviews.
- d. Verify correct time and date.
- e. Save/Copy Backup: workstation database, including custom graphics, expanded messages, and CPL routines.

Building Level Controllers (BCV)
Comprehensive Annual Inspection

1. Control Panel

- a. Verify secure connections on all internal wiring, LAN, and communication links.
- b. Check for loose or damaged parts or wiring.
- c. Clean external surfaces of the panel enclosure.
- d. Check for any accumulation of dirt or moisture. Clean as required.
- e. Remove excessive dust from heat sink surfaces.
- f. Verify proper system electrical grounding.
- g. Verify proper output voltages on control panel power supplies.
- h. Check LED indications to verify proper operation of BCU transmit/receive activity on the ARCNET LAN.
- i. Verify LAN communications, if applicable, between workstations and BCU(s).
- j. Verify that cards are seated and secured.
- k. Check UCM wiring trunks and check for possible Error Code indications.
- l. Verify the proper operation of critical control processes and points associated with this unit and make adjustments as required.
- m. Check volatile memory available.

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- n. Check processor idle time.
- o. Dump the BCU system diagnostic array and analyze.
- p. Run the BCU mini monitor for each BCU to check for any error statements and/or codes.
- q. Check modem operation, if applicable.
- r. View the event log and input/output points for any unusual status or override conditions.
- s. Verify correct time and date.
- t. Check and update holiday schedules, if applicable, and daylight savings time.

Unit Level Controllers (DCM, UPCM, PCM, TUC)
Operational Inspection

1. General

- a. Verify that UCM is in stable control of the desired value(s).
- b. Change one set point value: verify smooth transition and stable control at the new set point.
- c. Return set point to original value.
- d. Repeat each additional control loop.
- e. Verify proper operation of heat, cool, fan, and reversing valve outputs where applicable.
- f. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

Field Devices (Sensors, etc.)
Operational Inspection

1. Field Devices

- a. Verify that equipment is being controlled at the appropriate value/control set points.
- b. Verify that control valves and dampers will stroke fully in both directions.
- c. Inspect damper and valve linkages.
- d. Verify operation of IGV/VFD (Inlet Guide Vanes/Variable Frequency Drives).
- e. Verify proper communications link operation between the control panel and external ICS devices.
- f. Verify proper communications link operations between the control panel and other external end devices.
- g. Verify that temperature-sensing devices are operating within acceptable limits.

Periodic Services

1. Remote Technical Support

- a. Provide initial instructions and support to:
 - i. Make temperature adjustments.
 - ii. Make schedule changes.
- b. Assist in identification of trouble sources.

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2. System Backup

- a. Database files will be archived on a regularly scheduled basis.
 - i. Database files will be maintained on electronic media at a secure location and provided to the owner at no charge upon request.
 - ii. Job site telephone line/internet access is to be furnished and maintained by the owner.

Trane Series R Helical Rotary Chiller, A-C Comprehensive Annual Inspection (before Spring Startup)
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1. General Assembly

- a. Inspect for leaks and report leak check result.
- b. Repair minor leaks as required (e.g., valve packing, flare nuts).
- c. Calculate the refrigerant loss rate and report the results to the customer.
- d. Check the condenser fan motor mounting brackets.
- e. Check tightness of condenser fan motor mounting brackets.
- f. Check the set screws on the fan shafts.
- g. Visually inspect the condenser coil for cleanliness
- h. Verify the performance of the fan control inverter VFD, if applicable.
- i. Lubricate bearing as required.
- j. Provide refrigerant as needed.

2. Controls and Safeties

- a. Inspect the control panel for cleanliness.
- b. Inspect wiring and connections for tightness and for signs of overheating and discoloration.
- c. Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- d. Test oil pressure safety device (as required). Calibrate and record setting.
- e. Test the operation of the chilled water pump starter auxiliary contacts.

3. Lubrication System

- a. Test oil for acid content and discoloration.
- b. Verify the operation of the oil heaters.

4. Motor and Starter

- a. Clean the starter cabinet and starter components.
- b. Inspect wiring and connections for tightness and for signs of overheating and discoloration.
- c. Check the condition of the contacts for wear and pitting.
- d. Check contactors for free and smooth operation.
- e. Check all mechanical linkages for wear, security, and clearances.
- f. Verify tightness of the motor terminal connections.
- g. Meg the motor and record the readings.
- h. Verify the operation of the electrical interlocks.
- i. Measure voltage and record. Voltage should be nominal voltage +10%

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5. Additional Comprehensive Tasks

- a. Verify the operation of the oil sump heaters.
- b. Verify a fully chilled water system.
- c. Start the chilled water pump.
- d. Test the operation of all flow-proving devices on the chilled water circuit.
- e. Start the chiller.
- f. Verify the unit starter panel operation, amperage, and voltage,
- g. Verify the operation of all timing devices.
- h. Check the set points and sensitivity of the chilled water temperature control. Verify proper operation.
- i. Verify the operation of the current control device.
- j. Check the refrigerant level and correct charge.
- k. Verify the operation of the capacity control slide valves.
- l. Verify the operation of the “load” and “unload” solenoid valves.
- m. Verify the lead-lag compressor operation.
- n. Verify the operation of the electronic expansion valves.
- o. Check pressure drop across the oil filter.
- p. Verify Clear refrigerant sight glasses.
- q. Check oil level.
- r. Test the high condenser pressure safety device and record setting.
- s. Test the low refrigerant temperature safety device and record setting.

6. Peak Season Operational Inspectional (Monthly, May – August)

- a. Check the general operation of the unit.
- b. Log the operating temperatures, pressures, voltages, and amperages.
- c. Check the operation of the control circuit.
- d. Check the operation of the lubrication system.
- e. Check the operation of the motor and starter.
- f. Analyze the recorded data. Compare the data to the original design conditions or to previous log data.

7. Coil Cleaning (Annual Service: Air-Cooled Condensers)

- a. Clean air-cooled condenser, using pressurized water and an approved cleaning solution.

8. Annual Oil Acidity Analysis (Periodic Service)

- a. Remove oil sample and test, using approved acid test kit.
- b. Record results.

Variable Air Volume Box Comprehensive Annual Inspection

1. Verify proper air valve operation.
2. Check and adjust velocity control, if applicable.
3. Verify proper operation of the VAV dampers, if applicable.

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4. Verify VAV box sequence of operation.
5. Check and adjust all related controls.
6. Replaced clogged or dirty air filters, if applicable. Filter will be provided by WVVNF.

Air Handling Units Comprehensive Annual Inspection
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1. General Assembly

- a. Inspect the unit for cleanliness.
- b. Inspect the fan wheel and shaft for wear and clearance.
- c. Check the sheaves and pulleys for wear and alignment.
- d. Check the belts for tension, wear, cracks, and glazing. Replace as required.
- e. Verify tight bolts, set screws, and locking collars.
- f. Check dampers for wear, security and linkage adjustment.
- g. Clean condensate pan. Add condensate treatment if applicable.
- h. Verify proper operation of the condensate drain.
- i. Verify clean air filters. Verify clean fans (squirrel cages)
- j. Verify clean coils.
- k. Verify smooth fan operation.

2. Lubrication

- a. Lubricate the fan shaft bearings, if applicable.
- b. Lubricate the motor bearings, if applicable.

3. Controls and Safeties

- a. Test the operation of the low temperature safety device, if applicable.
- b. Test the operation of the high static pressure safety device, if applicable.
- c. Test the operation of the low static pressure safety device, if applicable.
- d. Check the thermal cutout on electric heaters, if applicable.
- e. Check the step controller, if applicable.
- f. Check and record supply air and control air pressure, if applicable.
- g. Verify the operation of the control system and dampers while the fan is operating.

4. Motor and Starter

- a. Clean the starter and cabinet.
- b. Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c. Check the condition of the contacts for wear and pitting.
- d. Check the contactors for free and smooth operation.

5. Quarterly Operational Inspection

- a. Check the general condition of the fan.
- b. Check the belts for tension, wear, cracks, and glazing.
- c. Verify tight bolts, set screws, and locking collars.
- d. Verify operation of outside air dampers if applicable.
- e. Inspect condensate pan.

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- f. Verify proper operation of outside air dampers if applicable.
- g. Inspect condensate pan.
- h. Verify proper operation of the condensate drain.
- i. Inspect air filters.
- j. Verify smooth fan operation.

Water Pumps Comprehensive Annual Inspection

1. General Assembly, Belt Drive

- a. Check Sheaves and pulleys for wear and alignment.
- b. Inspect belts for tension, wear, cracks, and glazing.
- c. Verify that the belt guard is in place and tight.
- d. Verify water flow through the pump.
- e. Check for leaks on the mechanical pump seals, if applicable.
- f. Verify proper drip rate on the pump seal packing, if applicable.
- g. Verify smooth operation of the pump.

2. General Assembly, Direct Drive

- a. Check motor shaft and pump shaft for alignment, if applicable.
- b. Inspect the coupling for wear.
- c. Verify that the shaft guard is in place and tight.
- d. Verify water flow through the pump.
- e. Check for leaks on the mechanical pump seals, if applicable.
- f. Verify proper drip rate on the pump seal packing, if applicable.
- g. Verify smooth operation of the pump.

3. Lubrication

- a. Lubricate the motor bearings as necessary.
- b. Lubricate the pump bearings as necessary.

4. Motor and Starter

- a. Clean the starter and cabinet.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the condition of the contacts for wear and pitting, if applicable.
- d. Verify tight connections on the motor terminals.
- e. Check the contactors for free and smooth operation.
- f. Verify proper voltage and amperage.

5. Quarterly Operational Inspection

- a. Verify smooth operation of the pump.
- b. Check for leaks on the mechanical pump seals, if applicable.
- c. Verify proper drip rate on the pump seal packing, if applicable.

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Exhaust Fans Comprehensive Annual Inspection
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1. General Assembly

- a. Inspect fan wheel for wear, security, and clearance.
- b. Inspect sheaves and pulleys for wear and alignment.
- c. Inspect belts for tension, wear, cracks, and glazing.
- d. Verify tight bolts, set screws, and locking collars.
- e. Verify smooth operation of the fan.
- f. Log operating conditions after the system has stabilized.
- g. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

2. Lubrication

- a. Lubricate the fan bearings.
- b. Lubricate the motor bearings.

3. Motor and Starter

- a. Clean the starter and cabinet.
- b. Inspect the wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the condition of the contacts for wear and pitting.
- d. Check the contactor for free and smooth operation.
- e. Meg the motor and record the readings.
- f. Check and record volts and amps of the motor.

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EXHIBIT C

WVNF AUTHORIZED CONTACTS

Note: This information is subject to change. Call first to confirm.

CONTACT IN THIS ORDER:

Michael Messenger, Building & Grounds Manager

Office: (304) 626-1600 x.2093 Cell: (304) 838-3784
Email: Michael.D.Messenger@wv.gov Fax: (304) 626-1611

Beth Hudkins, Office Assistant, Maintenance Department

Office (304) 626-1600 x.2092
Email: Beth.A.Hudkins@wv.gov Fax: (304) 626-1611

Sherri Reed, Administrator

Office (304) 626-1600 x.2006 Cell: (304) 838-0413
Email: Sherri.A.Reed@wv.gov Fax: (304) 626-1908

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EXHIBIT D – SAMPLE SERVICE CHECKLIST

AIR CONDITIONING UNIT QUARTERLY SERVICE CHECKLIST

Date/Time: _____ Service & Person: _____

Unit Make, Model _____ Refrigerant _____

- Set mixed air for full heating. Measure & record temp after 5 minutes at coil inlet and discharge.
- Set mixed air for full cooling; Measure & record temp after 5 minutes at coil inlet and discharge.
- Check Refrigerant suction and discharge pressures. Add refrigerant at needed.
- Check fan motor voltage and amps.
- Check belt tension & condition. Check sheave condition & alignment.
- Check bearing temperature and condition. Lubricate as needed.
- Clean condensing and evaporator coils.** Check coil surfaces, straighten fins.
- Replace filters.**
- Check and Exercise dampers full stroke. Confirm dampers close on unit shutdown.
- Clean cabinet, check for leaks. Repair casing, replace gaskets as needed.

Data

Heating Temperatures: Coil Inlet: _____ deg. F Coil Outlet: _____ deg. F

Cooling Temperatures: Coil Inlet: _____ deg. F Coil Outlet: _____ deg. F

Refrigerant Pressure Suction _____ psi Liquid _____ psi

Fan - Volts/Amps: / / / /- / / / Compressor - Volts/Amps: / / / /- / / /

Magnahelic: ΔP: _____ psi Belt Service: _____

Max Bearing Temp: _____ deg. F Filters Size: _____

Refrigerant Added _____ lbs. Cabinet Service: _____

Notes: _____

Vendor Name: _____ Technician Name: _____

Signature: _____ Date: _____

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EXHIBIT E: HAZARDOUS MATERIALS / REFRIGERANT POLICY AGREEMENT

The Vendor agrees to use/provide only environmentally safe products while doing business with the Agency, its assigns and employees in fulfillment of this contract; to describe in detail any products it shall use or provide, including necessary specifications indicating that the products meet with all requirements of law; to dispose of any material considered to be “hazardous” under any federal, state, or local statute, regulation, rule or ordinance in a lawful and environmentally safe manner; and to indemnify and hold harmless the Agency from any loss, damages, or liabilities incurred as a result of use by or on behalf of the Agency of such products.

The Vendor shall provide to the Agency and post in a conspicuous location all applicable *Material Safety Data Sheets*.

Refrigerant Policy Agreement:

Vendor acknowledges that all of Vendor’s service technicians have received training on venting, recovery, recycling, and replacement of chlorofluorocarbons (CFCs), hydro chlorofluorocarbons (HCFCs), and other refrigerants used in air conditioning and refrigerant systems, units, and small appliances, and have taken and passed an EPA-approved test appropriate for the equipment that they service and/or dispose of.

Vendor further acknowledges that all service technicians will follow procedures for servicing, repairing, and disposing of all refrigerant-containing devices, units, and systems as outlined by Agency policy and federal, state, and local laws and regulations now in effect of hereafter enacted which pertain to the Federal Clean Air Act of 1990.

Vendors acknowledge the significant harm to the earth’s atmosphere caused by venting refrigerants into the air. Vendor agrees not to willfully vent refrigerants into the air under any circumstances.

Vendor understands that their organization will be held responsible and liable if Vendor and any of Vendor’s service technicians willfully violate the Federal Clean Air Act of 1990 regarding venting of refrigerants and that Vendor is liable for any and all fines associated with violations (currently up to \$25,000 per occurrence). Any unintentional venting will be documented in accordance with Agency policy.

Vendor understands that if Vendor willfully violates the Clean Air Act of 1990 Vendor will fully protect, indemnify, hold harmless and defend the Agency from and against any and all liability regarding the handling, venting, and/or disposal of any and all refrigerants.

Vendor agrees to provide a copy of the Federal Certification numbers for all service technicians assigned to work under this contract. Should any certifications be revoked, Vendor will notify the Agency immediately.

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EXHIBIT F - VENDOR EXPERIENCE FORM

Vendor must have successfully installed and maintained HVAC equipment of the type, character and magnitude currently utilized by the Agency and included on Exhibits A and B on two or more occasions in the last five years. Vendor shall provide a description of the equipment (type, brand, manufacturer, and size), when, where (business name, city and state), and if it was installed/maintained/or both. If maintained, specify the time in which the Vendor maintained the equipment under “When”.

Equipment	When	Where	Installed/Maintained
TRANE RTAC CHILLERS - 250TON	LAST 20YRS	STONEWALL JACKSON HOSPITAL	INSTALLED + MAINTAINED.
TRANE RTAC CHILLERS - 140TON	LAST 20YRS	THOMAS MEM. HOSPITAL	MAINTAINED
TRANE RTAC CHILLERS - 140TON	LAST 10YRS	TAMARACK	MAINTAINED
TRANE RTAC CHILLERS - 200TON	LAST 20YRS	PACTIV	INSTALLED + MAINTAINED
TRANE RTAC CHILLERS - 140TON	LAST 10YRS	BELMONT COLLEGE	MAINTAINED
TRANE VAN BOXES	LAST 20YRS	STEPHENS & JOHNSON	MAINTAINED
TRANE VAN BOXES	LAST 20YRS	INNOVATION BLDG	MAINTAINED
TRANE VAN BOXES	LAST 10YRS	WHEELING HOSP NITE	MAINTAINED
TRANE AHU	LAST 10YRS	MAN COUNTY SHERIFF'S OFFICE	MAINTAINED
TRANE AHU	LAST 20YRS	DAVIS & ELKINS COLLEGE	MAINTAINED
TRANE AHU	LAST 20YRS	OHIO UNIV SOUTHWEST	INSTALLED + MAINTAINED
DISTRIH CONTROLS	LAST 5YRS	GRAFTON CITY HOSPITAL	INSTALLED + MAINTAINED
DISTRIH CONTROLS	LAST 2YRS	KCS - RIVERSIDE HS	INSTALLED + MAINTAINED
DISTRIH CONTROLS	LAST 2YRS	PRESTON CO SCHOOLS	INSTALLED + MAINTAINED

MANY LOCATIONS FOR EXH FANS, DHW HEATERS, AND PUMPS. WE HAVE OVER 540 SERVICE AGREEMENTS FOR HVAC SYSTEMS IN THE WV AREA. WE HAVE ABOUT A DOZEN SERVICE PERSONEL W/IN 2 HOURS OF YOUR LOCATION.



West Virginia Division of Personnel

WORKPLACE SECURITY

I. PURPOSE

To describe to all individuals (e.g., employees, volunteers, visitors, clients/customers, vendors/independent contractors and the general public) the security measures in effect for State government workplaces and within the Capitol Complex and to provide general advice and guidance to employees who may be faced with threatening or dangerous workplace situations.

II. DEFINITIONS

- A. **Agency:** The agencies and boards of the executive branch of state government provided in W. Va. Code § 5F-2-1 and any affiliated county health department.
- B. **Dangerous/Deadly Weapon:** An instrument which is designed to be used to produce serious bodily injury or death, or is readily adaptable to such use. The term "dangerous/deadly weapon" shall include, but not be limited to:
1. firearms, knives, blackjacks, metallic/false knuckles, and nunchaku as defined in W. Va. Code § 61-7-2, or other deadly weapons of like kind or character;
 2. incendiary-, explosive-, chemical-, biological-, or radiological-based devices; or,
 3. non-lethal or self-defense weapons.
- C. **Employee:** Any person who lawfully occupies a permanent or temporary position with an Executive agency of the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this policy, "employee" shall also include authorized students and interns performing services for an agency under direct supervision irrespective of receipt of wages.
- D. **Identification Badge:** An official identification card issued to all State employees which contains the employee's name, photograph, the name of the employee's department and division as well as the employee's official identification number, and the date of the card's issuance.
- E. **Locked Inside or Locked To:** To be in a locked motor vehicle; in a locked trunk, glove box, or other interior compartment; in a locked container securely fixed to a motor vehicle; or, secured and locked to a motor vehicle itself by the use of some form of attachment and lock.
- F. **Motor Vehicle:** Any privately-owned automobile, truck, minivan, sports utility vehicle, motor home, recreational vehicle, motorcycle, motor scooter, or any other vehicle operated on the roads of this state and, which is required to be registered under state law.
- G. **Pepper Spray:** An aerosol spray containing capsaicin, irritating to the eyes and respiratory passages and used as a disabling self-defense weapon.

**WORKPLACE SECURITY**

- H. **Proximity Card:** A State-issued access or key card that permits an employee to enter a particular State-owned or leased facility within set parameters of day, date, and time.
- I. **Threatening Behavior:** Conduct assessed, judged, observed, or perceived by a reasonable person to be so outrageous and extreme as to cause severe emotional distress, or to cause, or is likely to result in, bodily harm.
- J. **Vendor/Independent Contractor:** Any entity or person responsible for the performance of work under a vendor agreement or contract, including employees of temporary staffing agencies.
- K. **Volunteer:** Any authorized individual directly engaged in the performance of services for a State or affiliated agency without promise, expectation, or receipt of compensation.
- L. **Workplace:** A site where work or service is performed in connection with the employment or service of an employee or vendor/independent contractor. The workplace shall include, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, or other means of conveyance (either private or public, while engaged in the performance of duties), and parking areas owned, leased, or operated by the State.

III. POLICY

It is the policy of the State of West Virginia to take reasonable measures to ensure the health, safety, and welfare of State employees and the general public they serve, while in the buildings or on the grounds of the State Capitol Complex and all other State government workplaces by screening mail and monitoring and limiting the access of all individuals to State government workplaces. In addition, this policy prohibits the possession, by an unauthorized individual, of any firearm or dangerous/deadly weapon or the exhibition of threatening or assaultive behavior in any public-owned or leased building or work site.

- A. **Coverage:** The provisions of this policy apply to all employees of West Virginia Executive agencies, including executive, administrative, classified, non-classified, exempt, volunteer and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel, as well as to their clients/customers, visitors, vendors/independent contractors and to the general public, unless otherwise noted. This policy is applicable while vendors/independent contractors, volunteers, and employees are engaged in any work/service-related activity which includes performance of agency business. Work/service-related activity includes, but is not limited to, conducting work/service, participating in training, representing the employer, receiving awards, speaking as a representative of the employer, and participation in receptions when invited as a result of employment/service with the employer.
- B. **Possession of a Firearm or Dangerous/Deadly Weapon**
 - 1. The possession of firearms or other dangerous/deadly weapons in the workplace by any individual, including any individual who possesses a license to carry a concealed weapon, is

**WORKPLACE SECURITY**

prohibited. Any employee who violates this prohibition shall be subject to disciplinary action, up to and including dismissal, and may be subject to arrest and criminal prosecution.

2. The above prohibition (III.B.1.) does not apply to the following:
 - a. Any federal, state, or local government security or law enforcement personnel, or other employee who, because of the nature of his or her work, is duly authorized by his or her appointing authority to possess a firearm; Provided such person may only possess the firearm while engaged in his or her official capacity. For purposes of this policy, such individual is not considered to be engaged in his or her official capacity while participating in a grievance proceeding.
 - b. Firearms and self-defense items such as pepper spray lawfully stored in a personal motor vehicle (i.e., vehicles not owned, rented, or leased by the State and used by the employee in the course of employment). Unless otherwise prohibited, any person lawfully allowed to be present in the area may keep a lawfully possessed firearm stored out of view, locked inside or locked to a personal motor vehicle.
 - c. State property specifically designated for hunting or target shooting.
 - d. Employees of local health departments affiliated with the Division of Personnel. Local boards of health are encouraged to implement policies to address the possession of dangerous/deadly weapons at their respective workplaces.
 3. Folding pocket knives, folding knives carried in a sheath on the belt, and box cutters/razor blades with a blade not more than three and one-half inches in length are permitted in the workplace, when used for their intended purpose and not otherwise restricted by the appointing authority. Any knife or box cutter that is used in a threatening manner shall be treated as a dangerous/deadly weapon.
 4. Possession of replica or deactivated weapons in the workplace, other than for legitimate business purposes, is prohibited by this policy.
- C. Threatening or Assaultive Behavior: Threatening or assaultive behavior will not be tolerated and must be resolved immediately by managers/supervisors on a case-by-case basis. Any employee engaging in such behavior shall be subject to disciplinary action, up to and including dismissal. Any person (e.g., client, customer, vendor/independent contractor, visitor, etc.) who exhibits threatening, hostile, or abusive behavior, either physically or verbally, or who otherwise willfully interrupts or disrupts the orderly and peaceful process of any department, division, or agency of State government, may be denied services and may be subject to arrest and criminal prosecution. In determining whether an individual poses a threat or a danger, consideration must be given to the context in which a threat is made and to the following:
- the perception that a threat is real;
 - the nature and severity of potential harm;

**WORKPLACE SECURITY**

- the likelihood that harm will occur;
 - the imminence of the potential harm;
 - the duration of risk; and/or,
 - the past behavior of an individual.
- D. **Monitoring Mail and Deliveries:** All mail delivered to the Capitol Complex by the U. S. Postal Service, and packages delivered by any delivery service shall be visually inspected. If warranted, any mail item or package shall be x-rayed to determine if it contains explosives, a weapon, or other dangerous substances.
- E. **Restricted Access to Capitol Complex Office Buildings**
1. **Employee Identification (ID) Badge** - Each State employee who works in the Capitol Complex shall prominently display his or her State-issued ID Badge at all times while inside a Capitol Complex building. Any employee who cannot prominently display his or her ID Badge due to safety reasons shall keep his or her ID Badge on his or her person and shall produce it, upon request, to confirm his or her identity. Any employee who refuses or otherwise fails to display or produce his or her ID Badge shall be barred from entering any Capitol Complex building and may be subject to disciplinary action, up to and including dismissal.
 2. **Visitor Identification Badge** - Every visitor entering a building in the Capitol Complex shall prominently display his or her Visitor's Badge during the entire length of his or her visit to the building. Visitor's Badges will be issued at public access areas or by other pre-arrangements and will expire at the end of each day. Any visitor who refuses to wear or display a Visitor's Badge shall be denied access to Capitol Complex buildings.
 3. **Employee Proximity Card** - Each employee working in the Capitol Complex shall utilize a State-issued proximity card when entering any Capitol Complex building requiring a proximity card. Any employee who forgets, loses or misplaces his or her proximity card shall be required to undergo the same screening that visitors and other non-employees are subjected to when attempting to enter any Capitol Complex building. Refusal of an employee to submit to such screening shall result in the employee being refused admission to the building and the employee may be subject to disciplinary action, up to and including dismissal. Any employee who loans or permits another person to use his or her proximity card may have his or her proximity card revoked and shall be subject to disciplinary action, up to and including dismissal.
 4. **Employee Access** - Any employee, by using his or her proximity card, will normally be able to freely enter, without being subject to security screening, the specific Capitol Complex building(s) authorized by his or her employer on the specific days and during the specific hours authorized by his or her employer. Any employee wishing to enter any Capitol Complex building(s) on day(s) or at times not authorized by his or her employer, shall be subject to the same security screening as a visitor.

**WORKPLACE SECURITY**

5. **Door Security** - When entering or exiting a Capitol Complex building through a secure doorway, employees are responsible for swiping his or her proximity card upon entrance and ensuring the door closes securely behind them and that unauthorized individuals do not follow them into the building. For this reason, employees should not use the Americans with Disabilities Act (ADA) paddle to enter and exit unless such accommodation is required. No door is to be propped open or otherwise rendered to allow a non-authorized person access to a Capitol Complex building. Any employee who violates this provision may have his or her proximity card revoked, shall be subject to disciplinary action, up to and including dismissal, and may be subject to arrest and criminal prosecution.
 6. **Separating Employees** - When any employee leaves employment with an agency, he or she shall surrender to his or her immediate supervisor the State-issued proximity card and ID Badge, unless he or she is transferring to another State agency, in which case he or she may retain the proximity card. Each departing employee shall surrender his or her ID Badge even if he or she is transferring to another agency in the same office building. Any departing employee who fails to surrender his or her ID Badge or proximity card, or both when required, to his or her employer shall be subject to civil action in a court of competent jurisdiction for the recovery of such State property.
 7. **Vendors/Independent Contractors** - Vendors who deliver goods and independent contractors who visit the Capitol Complex or other covered workplace to perform services, shall be subjected to the same screening procedures as other visitors seeking admittance to such workplaces and shall observe all other regulations applicable to visitors in general.
 8. **Visitors** - All visitors who seek entrance to a Capitol Complex building with secured entrances shall be required to pass through an x-ray security screening device, as shall any packages, parcels or containers they may be carrying. In addition, such individuals may be required to empty the pockets of their clothing. Those individuals who cannot successfully pass through x-ray security screening shall be subject to scanning by a hand-held metal detector or similar device. Prohibited items will not be confiscated or held by the staff of the Division of Protective Services. Anyone possessing a prohibited item will not be permitted to enter until the prohibited item is no longer in their possession. Any visitor who refuses to submit to such screening shall be denied access to secured Capitol Complex buildings.
- F. Appointing authorities, with the approval of the Division of Protective Services, are authorized to establish measures to restrict access to State government workplaces outside the Capitol Complex in accordance with the purpose of this policy and applicable laws and regulations.

IV. RESPONSIBILITIES

- A. **Agencies:** It shall be the responsibility of each agency to:
1. Post the Workplace Security policy in a central location of the agency, and at all satellite offices and to post the Workplace Security Poster or other applicable signage at all entrances, exits, and throughout each work site.

**WORKPLACE SECURITY**

2. Distribute a copy of the policy and the appropriate Workplace Security Acknowledgment Form (Appendix A or B) to each current employee and to new employees during enrollment and orientation; and maintain the signed acknowledgment form in each employee's personnel file.
 3. Establish internal written procedures to ensure a safe working environment and develop specific plans to respond to and defuse potentially dangerous or threatening situations.
 4. Ensure that employees are informed of the internal procedures pertaining to how to respond and what agencies to call when dealing with hazardous or dangerous situations which involve threatening behavior, firearms, suspected explosive devices, or biohazards.
 5. Enforce the provisions of this policy and administer appropriate disciplinary action for any violation.
 6. Ensure that vendors/independent contractors have executed agreements to ensure compliance with workplace security requirements.
- B. West Virginia Division of Personnel: In conjunction with the Division of Protective Services, shall provide training to all State government supervisors and managers regarding workplace safety and security measures.
- C. Employees: It shall be the responsibility of each employee to:
1. Abide by the terms of this policy and other applicable laws, rules and policies;
 2. Understand that violation of any and all sections of this policy may lead to disciplinary action, up to and including dismissal;
 3. Acknowledge understanding of and compliance with this policy by signing the appropriate Workplace Security Acknowledgment Form (Appendix A or B);
 4. Participate in required training;
 5. Notify his or her agency head, the human resource director, or immediate supervisor, or, if necessary, law enforcement officials regarding threats, potential acts of violence, or violent activities, including domestic violence situations that may impact the workplace;
 6. Not retaliate against those who participate in the complaint and/or investigation process; and,
 7. Inform his or her supervisor immediately upon being served a restraining or protective order.

**WORKPLACE SECURITY****V. PROCEDURES**

- A. **Possession of a Firearm/Concealed Weapon/Threatening or Assaultive Behavior:** Any employee who knows or suspects that an unauthorized person, (such as a fellow-employee, visitor, vendor/independent contractor, etc.) unlawfully possesses a firearm or other dangerous/deadly weapon, or that any person is engaged in threatening behavior or language while on State property, shall notify his or her agency head, human resource director or immediate supervisor, and if necessary, should call 911, the Division of Protective Services at 304-558-9911, or other appropriate law enforcement officials. While supervisors and employees may attempt to peacefully calm threatening behavior, under no circumstances should any employee attempt to confiscate any firearm or dangerous/deadly weapon from any individual.
- B. **Workplace Searches:** As a public employer, each appointing authority may open and inspect public properties for a work-related purpose. Additionally, based on a reasonable, good faith, objective suspicion of a present danger, appointing authorities may search not only an employee's work area, locker, or desk, but also personal property, which may include a briefcase, purse, lunch box, backpack, or motor vehicle while on the employer's premises.
1. A search of the workplace must be reasonable based on the totality of the circumstances in which the search takes place. Such a search must be based on a reasonable, good faith, objective suspicion, and should have the approval, in advance, of the appointing authority, or designee. When possible, the Division of Protective Services should be consulted prior to the search. All searches must satisfy the following criteria:
 - a. the search was justified at the time it was conducted, and
 - b. the search must be reasonably related in scope to the circumstances which led to the search.
 2. Only under compelling circumstances should an agency search an employee's person or clothing and any such search shall be conducted in a confidential manner by someone of the same gender and take place in a secure and private area, in the presence of a witness, who is also of the same gender.
 3. No appointing authority may violate the privacy rights of an employee, client/customer or visitor by:
 - a. Making a verbal or written inquiry regarding the presence or absence of a firearm locked inside or locked to a motor vehicle in a parking lot; or
 - b. Conducting an actual search of a motor vehicle in a parking lot to ascertain the presence of a firearm within the vehicle. Provided, that a search of a motor vehicle in a parking lot to ascertain the presence of a firearm within that motor vehicle may only be conducted by on-duty, law enforcement personnel, in accordance with statutory and constitutional protections.

**WORKPLACE SECURITY**

4. No appointing authority may take any action against an employee, client/customer or visitor based upon verbal or written statements of any party concerning possession of a firearm stored inside a motor vehicle in a parking lot for lawful purposes, except upon statements made pertaining to unlawful purposes or threats of unlawful actions involving a firearm made in violation of West Virginia Code § 61-6-24.

VI. REFERENCES

- A. West Virginia Code § 61-7-1 *et seq.*
- B. West Virginia Code § 61-3B-5, Trespass on State government property; aiding and abetting penalties.
- C. West Virginia Code § 61-6-1b, Disorderly conduct; penalty.
- D. West Virginia Code § 61-6-19, Willful disruption of governmental processes; offenses occurring at State capitol complex; penalties.
- E. West Virginia Code § 29-6-1 *et seq.*

VII. EFFECTIVE DATE: May 1, 1995.

VIII. REVISIONS

- A. Previous Revisions: July 1, 2002 and June 1, 2018.
- B. Latest Revision: July 1, 2018.

IX. POLICY NUMBER: DOP-P15.

Approved and Issued By:

A handwritten signature in cursive script that reads "Sheryl R. Webb".

Sheryl R. Webb, Director of Personnel

Date Signed: July 2, 2018



West Virginia Division of Personnel

WORKPLACE SECURITY

POLICY – APPENDIX A

WORKPLACE SECURITY EMPLOYEE ACKNOWLEDGMENT FORM

I hereby certify that I have received a copy of the Division of Personnel's *Workplace Security* policy and have read and understand the policy. I understand that exhibiting violent behavior, issuing threats, or other activities as indicated are a violation of this policy. I also realize that participating in, encouraging, or instigating threats or violent activities is prohibited. I understand that violation of this policy may result in disciplinary action up to and including dismissal. I understand that certain violations of this policy may result in arrest and criminal prosecution.

I acknowledge responsibility to notify my agency head, the human resource director, my immediate supervisor, or, if necessary, law enforcement officials regarding threats, potential acts of violence, or violent activities. I realize that reported allegations must be made in good faith. I understand that knowingly making unwarranted allegations will be viewed as an attempt to disrupt agency operations and may result in disciplinary action.

I acknowledge that, except as provided in Section III.B. of the *Workplace Security* policy, I am prohibited from having at my workplace or on my person, any firearm or dangerous/deadly weapon. I realize my employer has the right to search my work area, desk, or under compelling circumstances, personal possessions, or person, for dangerous/deadly weapons, and may seize any prohibited item deemed necessary and take any warranted disciplinary action accordingly.

My signature acknowledges my receipt of the policy and my understanding of its contents. My signature does not indicate that I agree with the content of the policy.

April Dunlap
Employee's Name (Print)

April Dunlap
Employee's Signature

Date: 4/20/2023

TO BE COMPLETED BY SUPERVISOR

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel *Workplace Security* policy (DOP-P15).

TIM SNEERNGER
Supervisor's Name (Print)

T Sneering
Supervisor's Signature

Date: 4/20/2023

Distribution: Original – Human Resources
Copy – Employee

FORM DOP-P15-AF

West Virginia Division of Personnel



WORKPLACE SECURITY

POLICY – APPENDIX B

WORKPLACE SECURITY CAPITOL COMPLEX EMPLOYEE ACKNOWLEDGMENT FORM

I hereby certify that I have received a copy of the Division of Personnel's *Workplace Security* policy and have read and understand the policy. I understand that exhibiting violent behavior, issuing threats, or other activities as indicated are a violation of this policy. I also realize that participating in, encouraging, or instigating threats or violent activities is prohibited. I understand that I am responsible for properly entering and exiting Capitol Complex office buildings; for prominently displaying my ID Badge (or producing it upon request if my job duties prevent me from prominently displaying my ID Badge), and for maintaining possession of my Proximity Card. I understand that violation of this policy may result in disciplinary action up to and including dismissal. I understand that certain violations of this policy may result in arrest and criminal prosecution.

I acknowledge responsibility to notify my agency head, the human resource director, my immediate supervisor, or, if necessary, law enforcement officials regarding threats, potential acts of violence, or violent activities. I realize that reported allegations must be made in good faith. I understand that knowingly making unwarranted allegations will be viewed as an attempt to disrupt agency operations and may result in disciplinary action.

I acknowledge that, except as provided in Section III.B. of the *Workplace Security* policy, I am prohibited from having at my workplace or on my person, any firearm or dangerous/deadly weapon. I realize my employer has the right to search my work area, desk, or under compelling circumstances, personal possessions, or person, for dangerous/deadly weapons, and may seize any prohibited item deemed necessary and take any warranted disciplinary action accordingly.

My signature acknowledges my receipt of the policy and my understanding of its contents. My signature does not indicate that I agree with the content of the policy.

April Dunlap
Employee's Name (Print)

April Dunlap
Employee's Signature

Date: 4/20/2023

TO BE COMPLETED BY SUPERVISOR

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel *Workplace Security* policy (DOP-P15).

TIM SNEERINGER
Supervisor's Name (Print)

TJ
Supervisor's Signature

Date: 4/20/2023

Distribution: Original -- Human Resources
Copy – Employee

FORM DOP-P15 – CCAF



PROHIBITED

FIREARMS

DANGEROUS/DEADLY WEAPONS

THREATENING/ASSAULTIVE BEHAVIOR

The possession of firearms or dangerous/deadly weapons on these premises by any individual, including any individual who possesses a license to carry a concealed weapon, is prohibited.

EXCEPTIONS

- On-duty federal, state, or local government law enforcement/security personnel or employees authorized to carry a firearm only while engaged in official duties.
- State property specifically designated for hunting or target shooting.
- Unless otherwise prohibited, any person lawfully allowed to be present in the area may keep a lawfully possessed firearm and self-defense item such as pepper spray stored out of view, locked inside or locked to a personal motor vehicle.

Individuals seeking entrance to State-owned, leased, or operated facilities may be subject to security screening procedures which include:

- ✓ Passing through a metal detector, and
- ✓ Having personal possessions (e.g., purses, briefcases, backpacks, etc.) x-rayed or manually searched.

Threatening or assaultive behavior is prohibited. Any person who exhibits threatening or assaultive behavior, physical or verbal, or who otherwise willfully disrupts the orderly and peaceful process of any department, division, or agency of State government, may be subject to arrest and criminal prosecution.

PENALTIES

Any person who, upon request, refuses to vacate the premises while unlawfully possessing a firearm or other deadly/dangerous weapon may be charged with a misdemeanor, and upon conviction, may be fined not more than \$1000 or be confined in jail for not more than 6 months, or both. (*W. Va. Code § 61-7-14*)

Any person who engages in threatening or assaultive behavior may be subject to arrest and criminal prosecution. (*W. Va. Code §§ 61-6-1b and 61-6-19*)

Any employee who violates the provisions of the West Virginia Division of Personnel's *Workplace Security* policy is subject to disciplinary action, up to and including dismissal.

The policy and posters are available at:

www.personnel.wv.gov/rules/policies/Pages/default.aspx

or call 681-313-2706 to request that forms be emailed to you.

THANK YOU FOR YOUR COOPERATION



West Virginia Department of Veterans Assistance
 West Virginia Veterans Nursing Facility
 One Freedoms Way
 Clarksburg, WV 26301

CRFQ VNF23*10 - Exhibit H
 Chiller and HVAC Maintenance
 Pricing Page

LN	Item	Preventive Maintenance	Units	# of Times per Year	UNIT PRICE	ANNUAL PRICE
1		Equipment and Systems	Bi-Annual	2	\$ 3,264 -	\$ 6,528 -
2		Equipment and Systems	Quarterly	4	\$ 600 -	\$ 2,400 -
					Subtotal:	\$ 8,928 -

LN	Item	Corrective Maintenance	Unit of Measure	Estimated Annual Hours*	UNIT PRICE	Extended Amount
1		Regular Labor Rate	Hour	80	\$ 102 -	\$ 8,160 -
2		Overtime Labor Rate	Hour	20	\$ 135 -	\$ 2,700 -
3		Holiday Labor Rate	Hour	10	\$ 150 -	\$ 1,500 -
					Subtotal	\$ 12,360 -

LN	Item	Emergency Maintenance	Unit of Measure	Estimated Annual Hours*	UNIT PRICE	Extended Amount
1		Regular Labor Rate	Hour	40	\$ 102 -	\$ 4,080 -
2		Overtime Labor Rate	Hour	10	\$ 135 -	\$ 1,350 -
3		Holiday Labor Rate	Hour	10	\$ 150 -	\$ 1,500 -
					Subtotal	\$ 6,930 -

Continued on Next Page

LN	Item	Travel Time	Unit of Measure	Estimated Annual Hours*	UNIT PRICE	Extended Amount
1		Regular Labor Rate	Hour	40	\$ 102 -	\$ 4,080 -
2		Weekday Overtime Labor Rate	Hour	20	\$ 135 -	\$ 2,700 -
3		Weekend Overtime Labor Rate	Hour	10	\$ 150 -	\$ 1,500 -
4		Holiday Labor Rate	Hour	10	\$ 150 -	\$ 1,500 -
Subtotal						\$ 9,780 -

Parts Quote	Estimated Parts Cost*	Markup Percentage	Extended Amount
Parts	\$20,000.00	1.3	26,000
Subtotal			\$ 26,000

Overall Cost (by adding all subtotals):	\$ 63,998
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Vendor:	Casto Technical Services
Address:	540 Leon Sullivan Way; Charleston, WV 25301
Phone:	304-346-0549
Email:	adunlap@castotech.com
Name:	April Dunlap
Signature:	April Dunlap

***ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY**

***DO NOT ALTER ESTIMATED AMOUNTS**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal (R) (Q) (Name of Principal)
By (S) (Must be President, Vice President, or Duly Authorized Agent)
(T) Title
Surety Seal (U) (V) (Name of Surety)
(W) Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**



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

I, April Dunlap, after being first duly sworn, depose and state as follows:

1. I am an employee of Costo Technical Services; and,
(Company Name)

2. I do hereby attest that Costo Technical Services
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: April Dunlap
Signature: April Dunlap
Title: Sales Support
Company Name: Costo Technical Services
Date: 4/20/2023

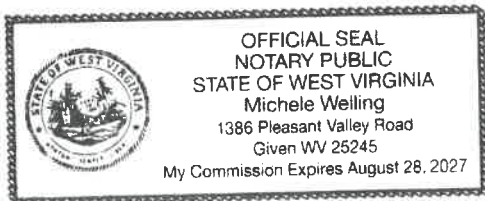
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 19 day of April, 2023.

By Commission expires August 28, 2027

(Seal)



Michele Welling
(Notary Public)



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)