



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

Request for Quotation

RFQ NUMBER
 GSD076402

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

H. E. Neumann Company
1410 Sixth Avenue
Charleston, WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED 09/07/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/18/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		936-75		
STEAM BOILER MAINTENANCE AND REPAIR						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S GENERAL SERVICE DIVISION, IS SOLICITING BIDS FOR AN OPEN END CONTRACT FOR HVAC MAINTENANCE SERVICES ON A VARIETY OF HVAC EQUIPMENT HOUSED IN VARIOUS DEPARTMENT OF ADMINISTRATION OWNED FACILITIES LOCATED THROUGHOUT WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID MEETING WILL BE HELD ON THURSDAY, SEPTEMBER 28, 2006 AT 10:30 AM IN THE CAFETERIA OF THE MAIN CAPITOL COMPLEX (BASEMENT) AT THE STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. VENDORS FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.						
QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL KFERRELL@WVADMIN.GOV. DEADLINE FOR QUESTIONS IS 10/3/2006 AT 5PM. QUESTIONS MAY ALSO BE SUBMITTED AT THE MANDATORY PRE-BID MEETING. ANSWERS TO ALL QUESTIONS RAISED AT THE PRE-BID MEETING AND THOSE SUBMITTED BEFORE THE DEADLINE WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John B. Springs</i>	TELEPHONE <i>(304) 345-5500</i>	DATE <i>10/24/06</i>
TITLE <i>Maintenance Sales Rep.</i>	FEIN <i>55-0243140</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
 GSD076402

PAGE
 2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/07/2006				

BID OPENING DATE: 10/18/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MAY BE SUBMITTED AT ANY TIME AND IN ANY FORM.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
GSD076402

PAGE
3

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

RODNEY

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED 09/07/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 10/18/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>***** THIS IS THE END OF RFQ GSD076402 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
LE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

004

**REQUEST FOR QUOTATION
HVAC SERVICE AND REPAIRS
DEPARTMENT OF ADMINISTRATION OWNED FACILITIES**

The West Virginia Purchasing Division for the Department of Administration, General Services Division, is contracting to provide HVAC maintenance services on a variety of HVAC equipment housed in numerous Department of Administration owned facilities located throughout West Virginia, as listed in the following paragraphs.

I. SCOPE

The objective of this RFQ is to obtain necessary maintenance, repair, and testing of various HVAC components on both a scheduled and emergency basis, in order to keep equipment operating in accordance with manufacturer's specifications. It is the intent of the General Services Division (GSD) to have these services provided on an "on call" basis, meaning that GSD will contact the successful bidder prior to having any service or repair work performed. GSD will implement and monitor an appropriate preventive maintenance schedule internally, and contact the successful vendor to perform requested service or repair tasks on an "as needed" basis.

To ensure fairness for the bidding process, the inclusive facilities in this contract have been divided into three geographic regions; a northern region, a southern region, and a Capitol complex region. Facilities in the northern region include those located in Parkersburg and Fairmont. Facilities in the southern region include those located in Beckley and Huntington. Facilities comprising the Capitol complex include all buildings at or immediately across the street from the Capitol campus, as well as DEP in Kanawha City, the warehouse facility next to Dohm Cycle on Piedmont Road, Tax and Revenue and One Davis Square located in downtown Charleston.

This contract may have multiple awards. Bidders may bid on any one or combination of geographic regions. Awards will be made to the lowest-cost, qualified vendor(s) on a regional basis.

A mandatory pre-bid meeting will be held on Thursday, September 28, 2006 at 10:30 am in the cafeteria located in the basement of the Main Capitol Building at State Capitol Complex in Charleston, West Virginia. Vendors failing to attend the mandatory pre-bid conference will be disqualified from bidding on this project. No one person may represent more than one vendor.

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, shall hereinafter be called the "Owner".
- B. The service organization on the specifications shall hereinafter be called the "Contractor".

- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance", as herein stated, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer's recommendations.
- E. "Corrective Maintenance", as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a control system. No preventive or corrective maintenance is to be performed without authorization by the Owner.
- F. "Competent Mechanic", as herein stated, shall mean a journeyman mechanic who has had at least five (5) years experience maintaining the types of equipment listed in this contract.
- G. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division. This representative will normally be the Building Maintenance Supervisor in charge of each building.

III. GENERAL CONDITIONS

- A. The qualified Contractor will perform preventive maintenance, repairs, and annual inspections on an "as requested" basis from GSD. For the Capitol Complex, bidders must supply references indicating their capabilities to perform internal inspections and necessary repairs to chillers up to and including 1200 ton capacities.

This contract will be based on an on-call hourly fee during the normal business hours of 8:00am to 5:00pm. GSD estimates that between 20 and 30 hours will be required weekly for the Capitol Complex and between 20 and 30 hours will be required per month in each of the northern and southern regions.

Your bid on this hourly rate is \$ 75 per hour for the Capitol Complex.

Your bid on this hourly rate is \$ 85 per hour for the northern region.

Your bid on this hourly rate is \$ 85 per hour for the southern region.

Please provide hourly rates above for all regions you desire to bid upon.

Additional hours may be necessary on an emergency basis during weekdays. Response time must be guaranteed within 24 hours of notification. Your emergency contact number is (304) 232-3040.

Your bid on emergency calls during weekdays is an hourly rate of \$ 112.50 per hour for the Capitol Complex.

Your bid on emergency calls during weekdays is an hourly rate of \$ 127.50 per hour for the northern region.

Your bid on emergency calls during weekdays is an hourly rate of \$ 127.50 per hour for the southern region.

Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within 24 hours of notification. Your emergency contact number is (304) 232-3040.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ 150.00 per hour for the Capitol Complex.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ 170.00 per hour for the northern region.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ 170.00 per hour for the southern region.

B. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed by Owner's Representative.
2. Price list or invoice copy for each part provided. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
3. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-60
Charleston, WV 25305

C. The Owner will permit access to buildings and will allow Contractor to utilize shop facilities. Access keys will be inventoried and signed for by Contractor.

D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any

employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, 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. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

- E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- F. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- G. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- H. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- I. Contractor will be responsible for parts and materials as follows:

- 008
1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
 2. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts prior to purchase per the terms below.
 3. The Contractor shall furnish replacement parts (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:
 - a. Vendor manufactured parts at the manufacturer's published price with a discount of 50 %.
 - b. Non-vendor manufactured parts at Contractor's purchase cost, plus a markup of 150 %, but not more than manufacturer's list price or 10% above retail price.
 - c. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.
 - d. Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - e. Contractor will furnish warranty of 90 days for labor, and 90 days on parts.
 4. Non-reusable parts used in the scope of preventive maintenance shall be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc.
 5. The replacement or repair of any equipment, assemblies, sub-assemblies, etc., with a direct invoice cost in excess of \$250.00 must be approved by the Owner in advance of their purchase by the Contractor.
- J. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance shall be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

IV. AWARD CRITERIA

009

The State shall award this contract according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services or to not mark-up the price of parts required by this contract. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

The following formula shall be used to award the contract:

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in section I.3 and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is a sample bid tabulation for reference:

Regular labor rate \$ <u>50.00</u> x 30 hours =	<u>\$1500.00</u>
Weekday Overtime labor rate \$ <u>65.00</u> x 4 hours =	<u>\$260.00</u>
Weekend/Holiday Overtime labor rate \$ <u>70.00</u> x 4 hours =	<u>\$280.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>\$3000.00</u>
Total Bid Cost	<u>\$6840.00</u>

A. Capitol Complex

Regular labor rate \$ <u>75</u> x 30 hours =	<u>2,250.00</u>
Weekday Overtime labor rate \$ <u>112.50</u> x 4 hours =	<u>450.00</u>
Weekend/Holiday Overtime labor rate \$ <u>150.00</u> x 4 hours =	<u>600.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.5</u> =	<u>1000.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>3000.00</u>
Total Bid Cost	<u>7,300.00</u>

B. Northern Region

Regular labor rate \$ <u>95</u> x 30 hours =	<u>2,550.00</u>
Weekday Overtime labor rate \$ <u>127.50</u> x 4 hours =	<u>510.00</u>
Weekend/Holiday Overtime labor rate \$ <u>170.00</u> x 4 hours =	<u>680.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.5</u> =	<u>1000.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>3000.00</u>
Total Bid Cost	<u>7,740.00</u>

C. Southern Region

Regular labor rate \$ <u>85</u> x 30 hours =	<u>2,550.00</u>
--	-----------------

GSD HVAC Service RFQ 2006

010

Weekday Overtime labor rate \$ <u>127.50</u> x 4 hours =	<u>510.00</u>
Weekend/Holiday Overtime labor rate \$ <u>170.00</u> x 4 hours =	<u>680.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.5</u> =	<u>1000.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>3000.00</u>
Total Bid Cost	<u>7,740.00</u>

Questions or clarifications to this RFQ should be addressed to Krista Ferrell in the West Virginia Purchasing Division via fax at 304-558-4115 or via email at kferrell@wvadmin.gov.

A F F I D A V I T

011

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: H. E. Neumann Company

Authorized Signature: John D. Springs Date: 10/24/06



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

Request for Quotation

RFQ NUMBER
GSD076402

PAGE
1

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

*709035106 01 304-345-5580

H E NEUMANN CO
 1410 SIXTH AVENUE

CHARLESTON WV 25312

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED 10/12/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/18/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS RAISED AT THE PRE-BID MEETING AND QUESTIONS RECEIVED BEFORE THE 10/2/2006 DEADLINE. QUESTIONS CONCERNING BID SUBMISSION WILL STILL BE ANSWERED. ALSO, TO EXTEND THE BID OPENING DATE TO ALLOW FOR THE INCORPORATION OF THESE ANSWERS INTO THE VENDORS' BID REPOSSES.		
				BID OPENING DATE IS EXTENDED TO: 10/25/2006 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001		EA		936-75 STEAM BOILER MAINTENANCE AND REPAIR		
				***** THIS IS THE END OF RFQ GSD076402 ***** TOTAL		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John D. Springs</i>	TELEPHONE (304)345-5580	DATE 10/24/06
TITLE Maintenance Sales Rep.	FEIN# 55-0243140	ADDRESS CHANGES TO BE NOTED ABOVE

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

**General Services
Division**

Memo

To: Krista Ferrell, Senior Buyer
From: Tim Lee, Projects/Maintenance Manager
CC: David Oliverio, Director
Date: September 28, 2006
Re: Addendum 1, HVAC Service and Repairs, GSD076402

Please issue the following addendum based on questions and clarifications received at the 9/28/06 pre-bid meeting. Revised language is underlined.

- Page 4, Section 1, SCOPE – Revise sentence to "Facilities in the northern region include those located in Parkersburg, Fairmont, and Weirton."
- Page 8, Section I, Paragraph 4 – Revise to "Non-reusable parts used in the scope of preventive maintenance shall be supplied by the Contractor at no cost to the owner. Specific items included are grease, rags, general cleaners, disposable gloves, Teflon tape/plumbers putty, wire ties, etc. Specific items excluded are belts, oil filters, air filters, and coil cleaner."
- Page 8, Section I, Paragraph 5 – Revise to "The replacement or repair of any equipment, assemblies, sub-assemblies, etc., with a direct invoice cost in excess of \$500.00 must be approved by the Owner in advance of their purchase by the Contractor."

GSD HVAC Service RFQ 2006

005

- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance", as herein stated, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer's recommendations.
- E. "Corrective Maintenance", as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a control system. No preventive or corrective maintenance is to be performed without authorization by the Owner.
- F. "Competent Mechanic", as herein stated, shall mean a journeyman mechanic who has had at least five (5) years experience maintaining the types of equipment listed in this contract.
- G. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division. This representative will normally be the Building Maintenance Supervisor in charge of each building.

III. GENERAL CONDITIONS

- A. The qualified Contractor will perform preventive maintenance, repairs, and annual inspections on an "as requested" basis from GSD. For the Capitol Complex, bidders must supply references indicating their capabilities to perform internal inspections and necessary repairs to chillers up to and including 1200 ton capacities.

This contract will be based on an on-call hourly fee during the normal business hours of 8:00am to 5:00pm. GSD estimates that between 20 and 30 hours will be required weekly for the Capitol Complex and between 20 and 30 hours will be required per month in each of the northern and southern regions.

Your bid on this hourly rate is \$ 75 per hour for the Capitol Complex.

Your bid on this hourly rate is \$ 85 per hour for the northern region.

Your bid on this hourly rate is \$ 85 per hour for the southern region.

Please provide hourly rates above for all regions you desire to bid upon.

Additional hours may be necessary on an emergency basis during weekdays. Response time must be guaranteed within 24 hours of notification. Your emergency contact number is 304-251-3910

GSD HVAC Service RFQ 2006

Your bid on emergency calls during weekdays is an hourly rate of \$ ~~112.50~~ ⁰⁰⁶ per hour for the Capitol Complex.

Your bid on emergency calls during weekdays is an hourly rate of \$ ~~127.50~~ per hour for the northern region.

Your bid on emergency calls during weekdays is an hourly rate of \$ ~~127.50~~ per hour for the southern region.

Additional hours may be necessary on an emergency basis during weekends and holidays. Response time must be guaranteed within 24 hours of notification. Your emergency contact number is ~~304-622-2322~~ 304-622-3040

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ ~~150~~ per hour for the Capitol Complex.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ ~~170~~ per hour for the northern region.

Your bid on emergency calls during weekends and holidays is an hourly rate of \$ ~~190~~ per hour for the southern region.

B. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed by Owner's Representative.
2. Price list or invoice copy for each part provided. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
3. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-60
Charleston, WV 25305

C. The Owner will permit access to buildings and will allow Contractor to utilize shop facilities. Access keys will be inventoried and signed for by Contractor.

D. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any

GSD HVAC Service RFQ 2006

008

1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
2. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts prior to purchase per the terms below.
3. The Contractor shall furnish replacement parts (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:

If You Are THE MFG

a. Vendor manufactured parts at the manufacturer's published price with a discount of 50 %.

IF YOU HAVE TO BUY THAT PART FROM SOMEONE

b. Non-vendor manufactured parts at Contractor's purchase cost, plus a markup of 150 %, but not more than manufacturer's list price or 10% above retail price.

c. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.

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

e. Contractor will furnish warranty of 90 days for labor, and 90 days on parts.

← 4. Non-reusable parts used in the scope of preventive maintenance shall be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc.

5. The replacement or repair of any equipment, assemblies, sub-assemblies, etc., with a direct invoice cost in excess of \$250.00 must be approved by the Owner in advance of their purchase by the Contractor.

Bump UP TO \$500?

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

INCLUDE FREIGHT COST AS TOTAL COST

GSD HVAC Service RFQ 2006

IV. AWARD CRITERIA

009

The State shall award this contract according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services or to not mark-up the price of parts required by this contract. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

The following formula shall be used to award the contract:

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in section I.3 and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is a sample bid tabulation for reference:

Regular labor rate \$50.00 x 30 hours =	<u>\$1500.00</u>
Weekday Overtime labor rate \$65.00 x 4 hours =	<u>\$260.00</u>
Weekend/Holiday Overtime labor rate \$70.00 x 4 hours =	<u>\$280.00</u>
Vendor manufactured parts of \$2000.00 x M 0.9 =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M 1.5 =	<u>\$3000.00</u>
Total Bid Cost	<u>\$6840.00</u>

A. Capitol Complex

Regular labor rate \$ <u>75</u> x 30 hours =	<u>2250.⁰⁰</u>
Weekday Overtime labor rate \$ <u>112.⁵⁰</u> x 4 hours =	<u>450.⁰⁰</u>
Weekend/Holiday Overtime labor rate \$ _____ x 4 hours =	<u>600.⁰⁰</u>
Vendor manufactured parts of \$2000.00 x M <u>.5</u> =	<u>1000.⁰⁰</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>3000.⁰⁰</u>
Total Bid Cost	<u>7300.⁰⁰</u>

B. Northern Region

Regular labor rate \$ <u>85</u> x 30 hours =	<u>2550</u>
Weekday Overtime labor rate \$ <u>127.⁵⁰</u> x 4 hours =	<u>510</u>
Weekend/Holiday Overtime labor rate \$ <u>170</u> x 4 hours =	<u>680</u>
Vendor manufactured parts of \$2000.00 x M <u>.5</u> =	<u>1000</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>3000</u>
Total Bid Cost	<u>7740</u>

C. Southern Region

Regular labor rate \$ <u>85</u> x 30 hours =	<u>2550</u>
--	-------------

GSD HVAC Service RFQ 2006

010

Weekday Overtime labor rate \$ 127.50 x 4 hours =
 Weekend/Holiday Overtime labor rate \$ 170 x 4 hours =
 Vendor manufactured parts of \$2000.00 x M 0.5 =
 Non-vendor manufactured parts at \$2000.00 x M 1.5 =
 Total Bid Cost

510
680
1000
3000
7740

Questions or clarifications to this RFQ should be addressed to Krista Ferrell in the West Virginia Purchasing Division via fax at 304-558-4115 or via email at kferrell@wvadmin.gov.

6hvacsvc.doc