



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
WSH70318

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

*410135248 724-941-4087
O Z ENTERPRISES INC
2415 KINGS LANE

PITTSBURGH PA 15241

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
WESTON, WV 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/11/2007				

BID OPENING DATE: 05/17/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. PLEASE NOTE THAT THE BID OPENING DATE IS BEING MOVED FROM MAY 19, 2007 TO MAY 17, 2007.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
NO OTHER CHANGES						
0001	12	MN		910-36	<u>\$2,071.00</u>	<u>\$24,852.00</u>
CONTRACT FOR MAINTENANCE OF HVAC CONTROL SYSTEM						
***** THIS IS THE END OF RFQ WSH70318 ***** TOTAL:						<u>\$24,852.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thermon L. Reelin</i>	TELEPHONE 724-941-4087	DATE MAY 4, 2007
TITLE ACCOUNT EXECUTIVE	FEIN 25-1771618	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

PURCHASING CONTINUATION SHEET

Buyer: RW #22	Page 2	Req. or P.O. No.: WSH70318
Spending Unit:		

Vendor:

Requisition No.: WSH70318

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 ✓

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

Harmon L. Kish
Signature

O.Z. ENTERPRISES, INC.
Company

MAY 4, 2007
Date



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WILLIAM R. SHARPE JR. HOSPITAL

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0001	12	MN		910-36	$\$ 2071.00$	$\$ 24,852.00$
MANDATORY PRE-BID ON 4/24 @ 1:00 PM. CONTACT-SHANE EPP MAINTENANCE BUILDING WILLIAM R. SHARPE, JR. HOSPITAL 936 SHARPE HOSPITAL ROAD WESTON, WV 26452						
THIS IS A RE-BID OF WSH70313						
CONTRACT FOR MAINTENANCE OF HVAC CONTROL SYSTEM						
CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND PARTS NECESSARY TO TRAIN AND EQUIP HOSPITAL MAINT- ENANCE EMPLOYEES TO PERFORM ROUNTINE PERIODIC/PREVENT- ATIVE/PREDICTIVE MAINTENANCE FOR THE METASYS CONTROL SYSTEM; AND CONTRACTOR SHALL INSPECT THE HOSPITAL EMPLOYEES' MAINTENANCE AND ALSO PERFORM MAINTENANCE SERVICES BEYOND THE SKILL LEVEL OF THE HOSPITAL MAINT- ENTANCE OPERATORS.						
VENDOR WILL PROVIDE SCHEDULED VISITS - TWO (2) TIMES PER MONTH PREVENTIVE MAINTENANCE AND EMERGENCY/ CORRECTIVE MAINTENANCE - 24 HOURS/DAY SEVEN DAYS/WEEK,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Harmon L. ...</i>	724-941-4087	MAY 4, 2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
ACCOUNT EXECUTIVE	25-1771618	

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PER THE ATTACHED SPECIFICATIONS.						
MANDATORY PREBID CONFERENCE:						
THERE WILL BE MANDATORY VENDOR PREBID CONFERENCE TO						
RECEIVE AND RESPOND TO VENDOR QUESTIONS. THE CONFERENCE						
WILL BE:						
DATE: 04/24/2007						
TIME: 1:00 PM						
LOCATION: MAINTENANCE BUILDING						
WILLIAM R. SHARPE, JR. HOSPITAL						
WESTON, WEST VIRGINIA						
CONTACT: SHANE EPP						
ALL VENDORS MUST ATTEND THE PREBID CONFERENCE IN ORDER						
TO BE CONSIDERED FOR AWARD. ONE PERSON CAN ONLY						
REPRESENT ONE VENDOR.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						
-----, 2007. 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.						
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.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						
WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Thermon L. H. [Signature]</i>	TELEPHONE	724-941-4087	DATE	MAY 4, 2007
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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Harmon L. Kish</i>	TELEPHONE 724-941-4087	DATE MAY 4, 2007
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CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 04/11/2001						
INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON APRIL 26, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV						
VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert A. Hall</i>	724-941-4087	MAY 4, 2007
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5

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Harmon L. Kenley</i>	TELEPHONE	724-941-4087	DATE	MAY 4, 2007
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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Theresa L. K...</i>	724-941-4087	MAY 4 2007
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CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: -----						
DATE: -----						
SIGNED: -----						
TITLE: -----						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Herbert L. Kashi</i>	TELEPHONE	724-941-4087	DATE	MAY 4, 2007
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8

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SEALED BID						
BUYER:				ROBERTA WAGNER	22	
RFQ. NO.:				WSH70318		
BID OPENING DATE:				MAY 17, 2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----724-941-4871-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----NORMAN HOSKINS-----						
A CONVENIENCE COPY OF THE BID WOULD BE APPRECIATED.						
***** THIS IS THE END OF RFQ WSH70318 ***** TOTAL: \$24,852.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	Norman L. Hoskins			TELEPHONE	724-941-4087	DATE MAY 4, 2007
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SCOPE OF WORK

Contractor shall provide all labor, material, equipment and parts necessary to train and equip hospital maintenance employees to perform routine periodic / preventive / predictive maintenance; and contractor shall inspect the hospital employees' maintenance and also perform maintenance services beyond the skill level of the hospital maintenance operators.

CONTRACTOR'S TRAINING AND INSPECTION OF HOSPITAL PERSONNEL

Contractor shall train and/or certify hospital maintenance employees to perform normal operator maintenance in accordance with manufacturers' specifications to include pre-operation, during operation, post-operation and periodic, preventive, predictive maintenance on Control System for heating, ventilation and air conditioning system.

Control System is a Johnson Control Incorporated Metasys Control System and software, 212 VAVs, NCMs, PC Workstation, control and actuating air system and all other related control equipment. The term "all related control equipment" shall refer to everything, including piping, hardware, software, etc. that is used to control the HVAC equipment.

Contractor shall periodically, but no longer than every 30 days, test, inspect and check operator's maintenance performance and effectiveness of hospital operator's maintenance training and shall report the results to the Engineering Department Supervisor. Contractor shall ensure adequateness for operator maintenance and needs for changes in procedures and /or additional training for hospital personnel.

CONTRACTOR'S INSPECTION and MAINTENANCE OF CONTROL SYSTEM

Contractor shall perform periodic, (but not longer than every 30 days), preventive, predictive maintenance (beyond the capability of the operators) on Control System for Heating, Ventilation and Air Conditioning (HVAC) System at William R. Sharpe, Jr. Hospital at Weston, WV 26452

Contractor shall perform other than operator preventive, predictive and repair maintenance beyond that which hospital personnel have been trained and have the necessary tools to perform.

Contractor will arrange for external inspections required by law, insurance, manufacturer and/or management and ensure equipment is prepared for inspection.

Contractor shall prepare equipment for inspection as required (insurance inspector, etc) maintenance in accordance with manufacturer's specifications. Contractor's management representative must visit facility at least quarterly to coordinate activities and resolve problems.

The Contractor's maintenance services shall consist of:

1. Periodic, Preventive, Predictive Maintenance

Monthly, the Contractor shall provide a preventive, predictive maintenance schedule detailing what maintenance functions will be preformed. William R. Sharpe, Jr. Hospital will receive a copy of the periodic, preventive, predictive maintenance schedule at least 30 days prior to the call date. At the end of the call, the Contractor will provide a report of all findings, work performed, parts used and result.

2. Component Replacement

Any worn, defective or doubtful components or parts shall be repaired or replaced at no additional cost above stated contract price.

3. Emergency and Corrective Maintenance

Contractor shall provide twenty-four hour, seven days a week (24/7) emergency and corrective service including overtime and parts at no additional cost above stated contract price.

Contractor must be available to customer at any time and respond within four (4) hours after notification of system problems. Contractors must maintain a 24 hour manned telephone to accept service calls.

General Terms and Conditions:

In the last quarter of the contract period, the Contractor and representative of William R. Sharpe, Jr. Hospital will perform a detailed joint inspection of the control system. Contractor shall correct any discrepancies / malfunctions to ensure that all systems are in first class condition at the end of the contract period.

Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100 per hour for failure to respond to the Hospitals notification of system problems within four hours. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

Price Quotations:

The price(s) quoted in the vendor's proposal will not be subject to any increase and shall be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

Non-Appropriation of Funds:

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

Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

Changes in Scope:

If changes in scope of the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of or scope of work included under the contract. An approved contract change order is defined as one approved by the State and the West Virginia Attorney General's Office prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of work. New and amended Federal and State regulations and requirements may necessitate such changes. No changes in scope are to be implemented except with the approval of the State and shall be limited to ten percent (10%) of the original contract award amount. As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the scope

change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

THE VENDOR SHALL IMPLEMENT NO CHANGES IN SCOPE UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER. To proceed on verbal approval only is to do so at the Vendor's own risk.

INVOICES:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

Incurring Costs:

Neither the State nor any of its employees or officers shall not be held liable for any expenses incurred by any vendor responding to this RFQ for expenses to prepare, deliver the proposal or to attend any mandatory pre-bid meeting or oral presentations relating to the proposal.

Workers' Compensation

Successful vendor is required to provide proof of Worker's Compensation coverage.

Insurance Requirement:

Insurance certificates are required prior to award but are not required at the time of bid opening.

Insurance: Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Coverage shall be a minimum of \$500,000 per person and \$1,000,000 per occurrence.

Open Market Clause:

The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

Bankruptcy:

In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State of West Virginia 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 service, 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;
- (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 laws.

A F F I D A V I T

014

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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: O.Z. ENTERPRISES, INC.

Authorized Signature: Norman L. Ash Date: MAY 4, 2007