



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
DPS0903

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

*709025648 01 304-755-4353
**JOHNSON CONTROLS INC
 PO BOX 776
 4132 FIRST AVE
 NITRD WV 25143**

ORIGINAL

**WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 07/21/2008	TERMS OF SALE Net 30	SHIP VIA Best Way	FOB Destination	FREIGHT TERMS PrePaid
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BID OPENING DATE: **08/19/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO SCHEDULE A MANDATORY PRE-BID LOCATED AT THE WV STATE POLICE HEADQUARTERS, ADD A QUESTION PERIOD, AND EXTEND THE BID OPENING DATE.		
				NEW BID OPENING DATE: 8/19/2008; 1:30 PM		
				FINAL QUESTIONS DUE: 8/8/2008		
				MANDATORY PRE-BID: 8/6/2008; 10:00 AM WV STATE POLICE HEADQUARTERS 725 JEFFERSON ROAD S. CHARLESTON, WV 25309		
				SITE VISITS WILL BE CONDUCTED IMMEDIATELY AFTER THE PRE-BID.		
0001	1	LS		910-36	\$53,160.00	\$53,160.00
				HVAC MAINTENANCE SERVICES		
				***** THIS IS THE END OF RFQ DPS0903 ***** TOTAL:		\$53,160.00

RECEIVED
2008 AUG 19 A 8:23
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jean W. Sherrill* TELEPHONE **304-755-4353** DATE **8-13-08**

TITLE **Contract Admin** FEIN **39-0380010** 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 may be deemed null and void, and 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2544**

VENDOR

*709025648 01 304-755-4353
**JOHNSON CONTROLS INC
 PO BOX 776
 4132 FIRST AVE
 NITRO WV 25143**

BUYER

**WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/13/2008	Net 30	Best Way	Destination	PrePaid
BID OPENING DATE: 08/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36	\$53,160.00	\$53,160.00
<p>HVAC MAINTENANCE SERVICES</p> <p>OPEN-END CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO MAINTAIN THE HVAC SYSTEMS AT VARIOUS LOCATIONS FOR THE WEST VIRGINIA STATE POLICE PER THE ATTACHED SPECIFICATIONS.</p> <p>WAGE RATES: VENDORS ARE REQUIRED TO PAY PREVAILING FAIR MINIMUM WAGE RATES FOR THIS CONTRACT, ACCORDING TO CHAPTER 21 OF THE WV CODE. VENDORS ARE RESPONSIBLE FOR OBTAINING A CURRENT SCHEDULE FOR THE COUNTY OF THE PROJECT, DETERMINED BY THE WV DEPARTMENT OF LABOR.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jason W. Shelton</i>	TELEPHONE 304-755-4353	DATE 8-13-08
TITLE Contract Admin	FEIN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "VENDOR"



State of West Virginia
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

PROPERTY

*709025648 01 304-755-4353
JOHNSON CONTROLS INC
PO BOX 776
4132 FIRST AVE
NITRO WV 25143

PROPERTY

WEST VIRGINIA STATE POLICE
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/13/2008	Net 30	Best Way	Destination	PrePaid

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John W. Shurtz</i>	TELEPHONE 304-755-4353	DATE 8-13-08
TITLE Contract Admin	FEN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

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BUYER

**WEST VIRGINIA STATE POLICE
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 BY ORDER**

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jason W. Shelton* TELEPHONE: 304-755-4353 DATE: 8-13-08

TITLE: Contract Admin FEIN: 39-0380010 ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER:
DPS0903

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

PRIORITY

*709025648 01 304-755-4353
**JOHNSON CONTROLS INC
 PO BOX 776
 4132 FIRST AVE
 NITRO WV 25143**

PRIORITY

**WEST VIRGINIA STATE POLICE
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07/13/2008	NET 30	Best Way	Destination	PrePaid
BID OPENING DATE: 08/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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;</p> <p>OR</p> <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>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jaron W. Smith</i>	TELEPHONE 304-755-4353	DATE 8-13-08
TITLE Contract Admin	FEIN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO INSERT NAME AND ADDRESS IN SPACE ABOVE IDENTIFY VENDOR



State of West Virginia
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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

*709025648 01 304-755-4353
**JOHNSON CONTROLS INC
 PO BOX 776
 4132 FIRST AVE
 NITRO WV 25143**

**WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED: 07/13/2008	TERMS OF SALE: NET 30	SHIP VIA: Best Way	FOB: Destination	FREIGHT TERMS: PrePaid
BID OPENING DATE: 08/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Johnson Controls</u></p> <p>DATE: <u>8-13-08</u></p> <p>SIGNED: <u><i>Jason W. Shultz</i></u></p> <p>TITLE: <u>Service Operations Agent/ Contract Admin</u></p> <p>* 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)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u><i>Jason W. Shultz</i></u>	TELEPHONE 304-755-4353	DATE 8-13-08
TITLE Contract Admin	FEIN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

PROPERTY

*709025648 01 304-755-4353
**JOHNSON CONTROLS INC
 PO BOX 776
 4132 FIRST AVE
 NITRO WV 25143**

PROPERTY

**WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2008	NET 30	Best Way	Destination	PrePaid

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT</p> <p>RFQ. NO.: DPS0903</p> <p>BID OPENING DATE: 08/07/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>304-755-0765</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Dennie Craddock 304-545-3045</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John W. Shuman</i>	TELEPHONE 304-755-4353	DATE 8-13-08
TITLE Contract Admin	FERN 39-0380010	ADDRESS CHANGES TO BE NOTED ABOVE

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PROPERTY

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SHIP TO

WEST VIRGINIA STATE POLICE
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS0903 ***** TOTAL:						\$53,160.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jason W. Shelton* TELEPHONE 304-755-4353 DATE 8.13.08
 TITLE Contract Admin FEIN 39-0380010 ADDRESS CHANGES TO BE NOTED ABOVE

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BID SPECIFICATIONS-DPS BLANKET CONTRACT FOR HVAC PREVENTIVE MAINTENANCE

Maintenance Service Agreement: Including preventative, predictive, and corrective maintenance labor, inspections, and emergency service labor to maintain total coverage of the heating, ventilation and air conditioning system, including the equipment contained within the West Virginia State Police Main Headquarters Building, West Virginia Intelligence Exchange Section office building-South Charleston, South Charleston Detachment, Procurement Division, Communications Shop, Automotive Shop, Booking building, Training Academy which includes the maintenance shop, building "A", building "B", Firearms Range, Kitchen area of Building "C", Professional Development Center Administrative Building, Dorm Building, and K-9 building, Troop 8 Headquarters and Special Operations Headquarters.

These facilities are located:

TRAINING ACADEMY COMPLEX: inclusive of Troop 8 Headquarters and Special Operations section, the Professional Development Center Administration Building and the Professional Development Center Dorm Building and the K-9 Building located on Academy Drive.

DEPARTMENT HEADQUARTERS COMPLEX: inclusive of the South Charleston Detachment, Automotive Repair Shop, Arrest Booking Building, West Virginia Intelligence Exchange Building and Communications Shop located at 725 Jefferson Road, South Charleston, WV and the Procurement Division located at 4124 Kanawha Turnpike, South Charleston, WV adjoining the Jefferson Road address.

1.0 GENERAL

1.1 SCOPE OF WORK

- A. This specification describes the preventative maintenance and service required for all equipment as listed herein and on appendices incorporated herein by reference.
- B. The Contractor shall supply all necessary labor, services, repair parts, filters, refrigerants, chemicals or other expendable commodities, supporting facilities testing apparatus, transportation, tools, etc., required to perform the testing, preventative maintenance and routine repairs and service described in these specifications.

1.2 DEFINITIONS

The term OWNER as used in this specification shall mean the West Virginia State Police. Administration and logistics on this specification are under the direction of First Sergeant Rick Pursley, telephone 746-2238.

1.3 The term CONTRACTOR, as used in this specification shall mean that qualified contractor who is awarded a purchase order.

1.3a Such contractor shall be prepared to present evidence as to its experience, qualifications and financial ability to fulfill each and every term of the specification. Evidentiary material, which may be required by the owner, shall include, but not be limited to the following: Documentation showing that the contractor has satisfactorily serviced over a continuous period of at least five (5) years, equipment and systems of the general nature and type as those described in this specification. In reviewing this experience, the owner will take into consideration the facilities, skill, capability, ability, responsibility, previous work and financial standing of the contractor.

Evidence that the contractor has, in his direct control, the necessary personnel to accomplish all tasks contemplated herein at each of the described facilities, under regular and emergency circumstances, This includes, but is not limited to, any licensure and professional certifications held by the contractor and/or its employees, employee rolls, job descriptions, manufacturer certificates, and the like, An organizational chart of the service contractor to be submitted with the bid showing location of offices and employees that will be associated with the administration and performance of this contract, with brief resumes of each person.

Evidence and/or ability to demonstrate adequate and competent knowledge in the fields of engineering, control systems or wiring, pneumatic or liquid-carrying piping, refrigeration air conditioning and the related technologies.

The owner reserves its right, prior to making any award, to request the contractor to prepare and supply to the owner the documentation described above and any other relevant materials which show the overall resources which the contractor has available for the performance of this specification. The owner will consider the relative service facilities of all contractors submitting proposals so as to develop its judgment as to the ability of each contractor to timely complete the tasks of the contract.

- 1.3b The contractor shall inspect carefully this specification, together with the associated plans, drawings, documents and equipment manuals, and shall visit the owner's facilities, and otherwise thoroughly acquaint himself with the conditions under which the work will be executed, "Lack of Knowledge" or similar work descriptions will not be acceptable to the owner as justification of charges beyond the contract price.
- 1.4 Owner shall, before the commencement of the performance hereof, designate in writing an individual(s) as "Owners Representative," who shall be authorized at all reasonable times, and whose instructions, requests and decisions, when in writing and signed by him, will be binding upon the owner as to all matters except any change in the terms of this contract and any major change in the scope of work. The owner's representative may be changed from time to time by the owner giving written notice to the contractor, such designations being made by the owner's agent as named in Section 1 paragraph 2 above.

- 1.4a Owners Representatives will be:

Mr. Roger Bird

West Virginia State Police Academy Compound
304-766-2600

Mr. Walter Coleman

West Virginia State Police Department Headquarters Compound
304-746-2100

Captain D.L. Lemmon II

West Virginia State Police Bureau of Criminal Investigations
304-766-2880

- 1.4b OWNER TRAINING: Upon request, the service contractor will provide free of charge formal/informal training to the owner so that he understands the operation and diagnostic procedure necessary to keep the equipment operating in the most efficient manner. This will be done during routine checks. Any training beyond this shall be defined and agreed upon by both parties.

2.0 USE OF PREMISES

- 2.1 Contractor shall confine his apparatus, the storage of materials and the travel movements and operations of his workmen as indicated by law, ordinances, permits or directions of owner and shall not unreasonably encumber the premises with his materials.

- 2.2 Owner will provide reasonable means of access to all equipment covered by this agreement. Contractor will be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) provided that such operations are arranged with the owner's representative and reasonable steps taken to prevent the disruption of general activities within the owner's facilities.
- 2.3 Contractor shall keep the area free from debris during the course of this work. At job completion, contractor shall remove all debris which resulted from his work from the property.

3.0 INSPECTION

- 3.1 Owner's representative shall at all times have access to the work wherever it is in preparation or in progress, and contractor shall provide sufficient, safe and proper facilities for such access. All inspections by owner shall be made with minimum interference to the work.

4.0 TELEPHONE SERVICE

- 4.1 The contractor shall maintain continuous telephone service by which he can be reached 24 hours each day, seven days a week. Sundays and Holidays are included. Offering of lists of the contractor's employee's home telephone numbers is not acceptable to fulfill this requirement. The telephone service is to be furnished by the contractor, or a firm engaged by the contractor whose business is professional telephone answering.
- 4.2 The owner shall provide the contractor with the phone numbers for the location where work is to be performed, and any other phone numbers that may allow for the necessary communications.

5.0 EQUIPMENT TO BE SERVICED AND MAINTAINED

- 5.1 Contractor shall maintain and keep current all records as to work performed including drawings, parts used, regular and emergency calls and all maintenance and repairs.
- 5.2 Preventative maintenance calls shall include the following services as required and applicable to keep system(s) and equipment operating properly.
- A. Air Conditioning Equipment
1. A major inspection of all compressors is to be performed annually, including volumetric testing, determination of

pump down capability and test for acidity and other variances from normal condition and calibrated monthly.

2. All operating and safety controls and regulators are to be checked and calibrated monthly.
3. All electrical connections are to be checked semiannually by the use of infrared scans. Written results of the scans will be furnished to owner's representative each semi-annual (6-month) period.
4. Leak-checks of refrigerant lines and pressure control lines, and necessary repairs of these, will be performed monthly or as otherwise required.
5. Operating temperatures and pressures will be read and logged monthly during the cooling season, and otherwise as needed in support of the at-large systems under this agreement.
6. Condenser fan belts and fan motors will be inspected, adjusted, repaired or replaced as required on a monthly basis in the cooling system.
7. Annual cleanings, using chemical methods will be performed on all condenser coils and evaporator coils. These will be inspected during the cooling season, as needed, for the acquisition of scale or deposits from the environment.

B. Air Handling Equipment

1. Fan belts on major air handling blowers will be adjusted as required and replaced each six months.
2. Bearings will be lubricated as required.
3. Air filters will be changed monthly. A high efficiency 40% pleated filter, or its equivalent, is explicitly specified for this agreement.

C. Temperature Control Devices and Systems

1. Regularly and systematically examine, adjust, calibrate and clean all thermostats, humidity controls, valves, relays motors, compressor and accessories directly pertaining to the control systems.
2. Regularly and systematically furnish lubricants and lubricate such components as air compressors, valve packing glands, dampers, bearings, linkages and switches directly pertaining to the control system.
3. Replace valve packing materials of control valves as often as may be necessary in order to maintain the valves without leaking.
4. Replace or repair worn parts or complete controls with new or reconditioned controls.
5. The maintenance, repair or replacement of automatically controlled dampers and valves is to be included.
6. All controllers should be checked for calibration, presence of moisture or oil, control part and seat alignment and response of capillaries and shall be calibrated as required.
7. All control devices shall be checked for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms, and shall be replaced or repaired. Control valve work to include repacking and reseating as required.
8. All dampers shall be checked for tight closure, bent blades and defective linkages. Repair or replacement is included.

D. Boiler Systems (to include in-line circulating pumps).

1. Inspect for soot and corrosion and clean as required.
2. Perform a regular relief valve test and repair or replace to proper pressure operation.
3. Perform operational test and assure proper settings; operation controls, high temperature safety, flame failure safety and high/low gas pressure cutoff.
4. Clean fire passes and heating surfaces \

5. Regularly check condition of water both visually and by chemical test.
6. Clean pilots and igniters.
7. Check flame composition and shape; adjust as required.
8. Inspect and clean orifices, passages and nozzles.
9. Adjust fuel-to-air ratio for optimum efficiency.
10. Check for proper operation of main and safety shutoff valves. Repair, adjust, replace as needed.
11. Check for leaks and overall security, repair as needed.
12. Assure gas valve shutoff and check gas pressure regulator setting. Adjust, repair, or replace as required for optimum efficiency.
13. Check all gauges for accuracy, calibrate or replace as needed.
14. Shut down boiler at end of heating season and perform all necessary shutdown tasks.
15. Start up boiler at beginning of heating season and perform all necessary start up tasks.
16. Supply corrosion inhibitors in sufficient quantity to cover one (1) years needs.
17. At least twelve (12) service calls per year are included in the contract price. During each call, the following tests will be performed:
 - a. Corrosive chemical leaks.
 - b. Total Alkalinity
 - c. Dissolved solids/conductivity
 - d. Nitrate levels
 - e. Any other tests deemed necessary by the contractor.
18. Any and all test kits will be furnished by the contractor.

19. A written monthly report of the status of the aforementioned boiler systems will be submitted to the owner's representative.
 20. Annually break tube boilers down and inspect/clean tubes, gaskets, and water holding systems.
 21. Clean fire passes and heating surfaces.
- E. Exhaust Fans and Ventilation Fans
1. Exhaust and ventilation fans will be checked monthly for proper, smooth and noiseless operation.
 2. Drive belts on belt driven fans will be replaced at six-month intervals.
 3. Bearings in fans will be lubricated at three-month intervals.
- F. All adjustments, calibrations and lubricants are to be in compliance with the manufacturer's specifications for each system or individual piece of equipment. Any variations will not be accepted unless owner is informed beforehand of the reasons, and acknowledges such variations.
- G. Periodic examinations, calibrations, lubrications and preventative maintenance includes those components shown on Appendix A. which is incorporated herein by reference.
- H. The specific types of equipment covered under this agreement are as listed in Appendix B, also herein incorporated.
- I. Specific equipment or parts which are either not covered under the terms of this specification, or upon which coverage is provided contingent on circumstances, are as listed on Appendix C hereto. Service upon these items will be rendered by the Contractor, with the prior approval of the owner, at additional fees as denoted in section 8, part 3, of this specification.
- J. Any additional information, limitations or exclusions to the work and materials contemplated by this specification will be as outlined on Appendix D, if attached hereto. If so included, its contents are incorporated herein.

6.0 EMERGENCY SERVICE

6.1 In the event of a breakdown due to equipment or component failure, the contractor shall cause at least one of his mechanics to be on the premises within one (1) hour after notice by telephone. Work shall proceed at once, and continue to make the necessary repairs or adjustments to place the system or equipment in proper operating condition. Contractor must have adequate personnel in the area to provide this service twenty-four (24) hours per day, three hundred sixty-five (365) days per year. No additional charge is to be made by the contractor for this service, subject to the exceptions as given in section 8, paragraph 6.

6.2 Emergency service shall be provided by the contractor, but is limited to the following types of equipment:

Heating equipment for all buildings/facilities listed within this document. Repairs shall be considered an emergency to the extent they are necessary to prevent damage due to extreme cold temperatures (i.e. freezing of water lines) or to render the buildings/facilities habitable by the occupants thereof. Also included within the emergency repair category are all refrigerators and freezers utilized for the storage of food items (Academy Complex, Building "C", kitchen area) as well as the EDPAC process cooling unit for the computer room, (model CUCX-09-ECX).

6.3 Request for emergency service by the owner on equipment other than that specified in section 6, paragraph 2 above shall be considered by the contractor not to be an emergency under this agreement. If such service performed, the owner will be liable for regular charges as specified in section 8, paragraphs 2 and 3.

7.0 HOURS OF WORK

7.1 All work shall be performed by skilled mechanics of the trade directly employed and supervised by the contractor. Except for emergency services herein provided for, all work shall be performed between the hours of 8:00 A.M. and 5:00 P.M., eight hours per day, Monday through Friday, legal holidays excluded. These hours are referred to herein as regular hours. During regular hours the contractor shall cause at least one of his mechanics to be on the premises within two (2) hours after notice by telephone. Work shall proceed at once, and continue, to make the necessary repairs or adjustments to place the system or equipment in proper operating condition.

7.2 Emergency or other additional work which may be performed at other than the regular hours described in paragraph 7.1 above will be charged overtime rates, paragraph 8.2.

7.3 The number of service calls during regular working hours specified in section 7, paragraph 1 is unlimited for the equipment covered. In addition, the contractor shall perform one planned preventative maintenance/inspection per month in accordance to the provisions of section 5.

8.0 SCHEDULE OF CHARGED COSTS

8.1 Cost to perform service/maintenance work, as outlined in this contract, and performed during the hours specified in section 7, paragraph 1, is charged as one set price covering labor and parts, as specified in section 5 for the principal owner location, as follows:

PRICE QUOTE

State Police Academy Compound
THE CONTRACT PRICE \$ 2,702.00 per month

Division Headquarters Compound
THE CONTRACT PRICE \$ 1,728.00 per month

8.2 Any service performed by owner request on equipment not covered by this contract will be charged according to the following rates. The rated quoted must be applicable to the three facilities, do not quote a separate rate for each facility and to not quote a range for hourly rates. The truck charges per round trip should be quoted as a flat rate, do not quote per mile charge:

BASIC HOURLY RATE- for work performed between 8:00 A.M. and 5:00 P.M. Monday through Friday.

Technician Rate \$ 72.00 per hour

Helper Rate \$ N/A per hour

Laborer Rate \$ N/A per hour

OVERTIME RATE PER HOUR- for work performed between 5:00 P.M. and 8:00 A.M. Monday through Friday and on weekends.

Technician Rate \$ 108.00 per hour

Helper Rate \$ N/A per hour

Laborer \$ N/A per hour

HOLIDAY RATE PER HOUR-for work performed on special holidays
(not Sundays unless the day is declared a national holiday)

Technician Rate \$ 126.00 per hour
 Helper Rate \$ N/A per hour
 Laborer Rate \$ N/A per hour

TRAVEL TIME PER HOUR-for any time spent traveling between
dispatch location and place of service.

Technician Rate \$ 0 per hour
 Helper Rate \$ 0 per hour
 Laborer Rate \$ 0 per hour

TRUCK CHARGES PER ROUND TRIP

\$ 30.00 per trip

- 8.3 Parts excluded from or otherwise not listed in section 5 and/or the Appendices referenced herein shall be extra/additional charges and are not included as part of this contract. Their items will be charged to owner at actual cost plus the below indicated percentage, plus freight: freight charges as defined in section 8,

PERCENTAGE MARKUP ON NON-COVERED PARTS

45 %

- 8.4 On repairs made to equipment that is covered by this agreement, the contractor will absorb shipping cost of ordered parts weighing less than 70 pounds, provided shipment is made via normal delivery services. Contractor will bill owner any actual freight charges for items 70 pounds or more in weight or for premium rate shipments made at the request of the owner.
- 8.5 The owner reserves the right to require a monthly report from the contractor listing those services performed during the preceding month.

- 8.6 If an emergency service call is made at owner's request and inspection does not reveal any defect for which the contractor is liable, owner will be liable for regular charges for such service as specified in section 8 , paragraph 2.

IMPORTANT NOTE

VENDOR MUST LIST ANY SPECIAL CONDITION NOT COVERED BY THIS AGREEMENT. IF NOTHING IS LISTED, IT WILL BE CONSTRUED THAT THERE ARE NO EXCEPTIONS.

APPENDIX A SYSTEM COMPONENTS

COVERED BY THIS AGREEMENT

Accumulators
Air conditioning compressors
Air filters (except when provided by owner)
Automatic Controls
Bearings and Blocks
Belts
Belt drives
Burners
Capacity and safety devices which control equipment units capacitors and start capacitors
Condensate pumps
Condenser coil repair if possible
Condenser coil replacement, labor only
Condenser fan blades
Contractor and contractor coils
Control wiring
Crankcase heaters direct
Digital controls direct
Expansion valves driers
Electric motors
Electric starters
Electrodes
Evaporator coil repair, if possible
Evaporator coil replacement, labor only
Gas valves
Hand valves
Hot gas bypass valves
Ignitor assemblies
Impellers
Interconnecting refrigerant piping, fittings, solder and insulation interconnecting steam and condensate piping
Pressure controls
Pulleys
Refrigerant gases
Refrigeration oils
Relays
Reversing valves
Safety thermostats
Shafts
Sheaves
Solenoids
Solenoid valves
Solid state printed circuit boards

Steam traps including thermatic types
Switches
Temperature controls, electronic and pneumatic
Thermostats
Timers used to control night setback
Unit heaters
Unit internal power wiring
Valves (any other)
Water testing and analysis
Water treatment feed system
Water treatments

*****END OF APPENDIX*****

APPENDIX B

EQUIPMENT TYPES COVERED BY THIS AGREEMENT

MAIN BUILDING

1. AHU #1, its scroll compressor chiller-York 100 ton and remote condenser. Serial #RDRM014502.
2. AHU #2 ICE 100 ton AHU Multi-zone with chilled water coils and steam heat.
3. AHU #3 Magicair 10 ton unit and its split system condensing unit, (in storage area) model # 90-20-120 BMWBMX Serial # W0605-161.
4. EDPAC process cooling unit for the computer room (model # CUXC-09-ECX.)
5. Photo Laboratory packaged rooftop HVAC Unit (Lennox, serial # GC5353120150A5.)
6. York, rooftop package unit (gas) Serial # NKMM105546.
7. Trace Evidence Laboratory packaged rooftop HVAC unit (York Serial # NKJM117299.)
8. All rooftop exhaust fans and rooftop fume hoods.
9. All steam unit heaters
10. Two (2) Peerless boilers
11. Two (2) AO Smith 100 gallon hot water tanks, Model # BTR197/110.
12. Two (2) Weil boiler feed condensate pumps>
13. Johnson Controls ¾ HP air compressor (control system.)
14. Pneumatic temperature controls.
15. Rooftop York unit located in the lab, serial # NKKM112421.
16. AHU #4 York and its condensing unit (MVI addition).
17. Six (6) exhaust fans (MVI addition)
18. Two (2) garage heaters (MVI addition)
19. Two (2) wall heaters (MVI addition, stair area)
20. Fourteen (14) electric thermostats with associated duct heaters.
21. Four (4) Laboratory rooftop ventilation hoods.
22. Johnson Controls, electronic controls for York unit,(for MVI addition) across from mail room.
23. One (1) Leibart Air Conditioning unit with Lee Temp controls, Serial # 0021C30734 (for APIS computer room)
24. One (1) Leibart System Sir Handler (In APIS room)
25. Two (2) Circulating water pumps.
26. Hot water reheats in duct work (Communications)
27. 5 HP water pump model #B075 Cat# VISS2AM
28. 300 gallon chilled water tank
29. Chilled water piping and insulation
30. Johnson Controls metasys system including:
 - a. One (1) NAE Mod# MSNAE3511-1 Rev P
 - b. Two (2) UNI Mod# AS-UNT1144-0 Rev 2
 - c. Five (5) Damper motors Mod# M9216-GGA-2
 - d. One (1) Micro Gateway Mod# microgateway, Part# 371-02592-103
 - e. Seven (7) Temperature Sensors Mod# TE-6100-1

- f. One (1) Software package
- 31. One (1) Three (3) inch 3-way valve.
- 32. One (1) two (2) inch 3-way valve
- 33. One (1) Four (4) inch Circuit setter
- 34. One (1) 1 ½ circuit setter
- 35. One (1) Three (3) inch circuit setter
- 36. One (1) 1 ½ steam valve.

WEST VIRGINIA INTELLIGENCE EXCHANGE

- 37. York 15 ton Package unit with gas heat. Mod # DM180N32M2AAA1D Serial # NOF6468846; including all controls and thermostats.

TROOP 4 HEADQUARTERS AND SOUTH CHARLESTON DETACHMENT

- 38. Burnham, cast iron, hydraulic boiler, model P-208WI, with electric ignition, serial # 171469Y.
- 39. York 5 ton Heat Pump split system model- E1RA060S258 serial #- WOD6178742.
- 40. Carrier 7 ½ ton Heat Pump Split System model- 38ARQ008---501 serial#- 5005640066.
- 41. Automatic changeover heat pump thermostats (JCI Zone Average Stats).
- 42. Trane Heat pump, serial #- 194476
- 43. Mitsubishi Mini split AC model #- MUYA24NA
- 44. Carrier 1 ½ ton Heat pump split system model#- 38YCC018340 serial#-3304529227
- 45. Carrier Three (3) ton heat pump split system model#- 38YCC36340 serial#- 3605E43287.
- 46. York 3 ½ ton Heat pump split system (Booking Office) model#-E1RD042S06A serial#- WOB6940800.

PROCUREMENT DIVISION

- 47. Carrier furnace, model L-57, 150,000 BTU, serial#-0688A2523 to include thermostat, (In computer room)
- 48. Carrier condenser, model 38EN060300, serial#-Z344315 to include thermostat (outside Cindy Jenkins Office)
- 49. Goodman gas furnace, Model GMT115-5A
- 50. Goodman condenser model CKL60-1
- 51. Goodman gas furnace model BMT090-3
- 52. Goodman condenser model CKL36-1K
- 53. Janitrol electric air handler, model A60-20, serial #- 881001939 (second floor Individual Issue)
- 54. Goodman Air Handler, serial#- 9910571119 (second floor print shop)
- 55. Goodman heat pump/air conditioning unit, model CP60-1EB, serial #- 880901101, to include thermostat, (outside individual issue)
- 56. Goodman heat pump/air conditioning unit, serial#- 9908468503, to include thermostat, (outside printing)

- 57. Whirlpool gas hot water tank, 40 gallon, serial # 0730125 (computer room)
- 58. Rheem gas hot-water tank, 30 gallon, (warehouse-janitors room)
- 59. Two (2) Payne gas heaters model PG8MAA060155ADJA serial# - 4527A16421 and 4507A16406. (warehouse)
- 60. Modine overhead gas furnace, model # PD200AA0111, serial # 30011023497-2476, to include thermostat, (warehouse)
- 61. Dayton overhead gas furnace, to include thermostat, (warehouse)
- 62. York Three (3) ton split AC system model #- H2RD036S06B, serial #- WOD7614819. (Evidence garage)

COMMUNICATIONS SHOP

- 63. Arcoaire 90% gas furnace, model H9MPD075F12A2, serial #- L021275112.
- 64. Heil condenser, model NAC024AKA1, serial #- L002457167.
- 65. Two (2) Reznor furnaces, model VA-105, serial #- ADH3183N317 and ADH318B312.

AUTOMOTIVE SHOP

- 66. Modine Overhead gas heater, including thermostat (body shop)
- 67. Modine Overhead gas heater, including thermostat (oil change bay area)
- 68. Modine Overhead gas heater, including thermostat (main garage area)
- 69. Modine Overhead gas heater, including thermostat (car wash area)
- 70. Sterling Overhead gas heater, including thermostat.
- 71. Empire Overhead gas heater, including thermostat (office area)
- 72. Empire Overhead gas heater, including thermostat (main garage)
- 73. Your three (3) ton split system with gas heat model #- H2RA036506G Serial #- WOA5462607. (body shop)

TRAINING ACADEMY TROOP 8 HQ/ SPECIAL OPERATIONS

- 74. Goodman Heat pump model CPLE60-1
- 75. Fan Unit, model #- NAMB-FD20AC, Serial #- MU5526130.

TRAINING ACADEMY

- 76. Reznor, ceiling mount heater.
- 77. Peerless, ceiling mount heater, model #- LUH100, serial #- 7404566
- 78. Warm Morning space heater, model #- VR35HMAL, Serial #- 8040479
- 79. Window air conditioner, (Lt. Goff's office)
- 80. Friedrich, air conditioner, model # SS12HOA, serial #- 88JS06386. (Lt. Lavenski's office)
- 81. Four (4) Empire Stove Company Ceiling mount heaters, model # UH-1075-FSP. (Physical training area)

TRAINING ACADEMY MAINTENANCE SHOP

- 82. Comfort Glow heater, model CGN30IB (office)
- 83. Whirlpool air conditioner, (office)
- 84. Carrier, heat pump, model # SIQDA20B11, serial # S517756.
- 85. Three (3) Reznor gas fired heaters, ceiling hung, model XA100.

TRAINING ACADEMY BUILDING "A"

- 86. Trane, water chiller with air cooled condenser model CG60D.
- 87. Trane, climate changer model # L-8
- 88. Trane, multi-zone climate changer model # LZ-21
- 89. Forty four (44) Trane, fan coil units.
- 90. Johnson Control system including air compressor.
- 91. Trane, gas fired boiler, 122,400 BTU, model 10-402.
- 92. Three (3) Aurora, 2 horsepower water circulating pumps, includes re-set equipment.
- 93. Lochinvar, commercial hot water system (boiler and tank) model # CWN0985 to include two (2) Bell & Gossett brand circulating pumps.
- 94. Weil, sewage pumps Type CSA, 4 inch, ball bearing, centrifugal pump to include one (1) horsepower motor and electrical disconnects.
- 95. Sewage pump, second unit in alternating system.
- 96. Vent equipment associated with domestic hot water.
- 97. Dukane Air conditioning and Air handler.
- 98. Whirlpool, window air conditioning unit in Captain's office.
- 99. Carrier, window air conditioning/heat unit (C. Mollohan's office)

TRAINING ACADEMY BUILDING "B"

- 100. Burnham, boiler model V906 to include three (3) Bell & Gossett circulating pumps.
- 101. Two (2) York packaged rooftop air conditioning units with gas heat.
- 102. One (1) McQuay rooftop air conditioner, includes thermostat for this unit.
- 103. Honeywell three-way heat valves to include all thermostats for the heating units, pressure relief valves and baseboard radiators.
- 104. A.O. Smith, commercial hot water tank model # BI100 80,000 BTU.
- 105. A.O. Smith commercial hot water tank 80 gallon.
- 106. Whirlpool, window air conditioning unit. (T. Cooper's office)
- 107. Whirlpool, window air conditioning unit. (J. Rucker's office)
- 108. Whirlpool, window air conditioning unit, (Medical Clinic)
- 109. York air handler model # F\$P024H06T2AA, serial # A0F6552385. (computer room)
- 110. Air conditioning unit model # AC018M1021CG, serial # WOM5237874.

TRAINING ACADEMY BUILDING "C"

- 111. Lochinvar, gas fired boiler, 565,000 BTU.
- 112. Two (2) Bell & Gossett, circulating pumps.
- 113. Four (4) Chromolox, ceiling suspended electric heaters.

- 142. York Heating/Air conditioning rooftop unit model # BP090C00A4AAA4A, serial # N0F6446540.
- 143. Carrier Heating/ Air conditioning rooftop unit model # 50TFQ008-A-611, serial # 3307G11951.
- 144. York Heating/Air conditioning rooftop unit model # B4CH060A46BDP, serial # N0D7665945.
- 145. Carrier Heating/ Air conditioning rooftop unit model # 50TFQ006-A-611, serial # 2405G50418.
- 146. Carrier Heating/ Air conditioning rooftop unit model # 50TFQ006-A0611, serial # 4805G20422.
- 147. York Heating/ Air conditioning rooftop unit model # J10BPC00N4AAA3C, serial # N0E881054.

TRAINING ACADEMY PDC K-9 BUILDING

- 148. Six (6) Dayton-Ceiling Hung electric heaters.
- 149. One (1) Thirty gallon hot water tank. (electric)
- 150. Two (2) Carrier window air conditioning units with electric heat.
- 151. York air handler model # MAZ0DNZ1A, serial # A016142776.
- 152. Heating unit model # FC60DZCN1A, serial # A0E6292425.
- 153. York air handler model # MAZ0DNZ1A, serial # A0G6697646.
- 154. Heating unit model # FC60DZCN1A, serial # A0E6292404.

TRAINING ACADEMY PDC DORM BUILDING

- 155. One (1) Payne Heat pump split model # PHIOJA036-F with air handler with electric heat and stat.
- 156. One (1) Payne heat pump split model # PH10JA042-C with air handler with electric heat and stat.
- 157. One (1) GE heat pump split model # BWD760A100AO with air handler with electric heat and stat.
- 158. Seven (7) Carrier Incremental heat pumps with electric heat, model # 52BQB5143C1AA.
- 159. Four (4) Amana Incremental heat pumps with electric heat, model # PTH123B35AJ.
- 160. Nine (9) Amana Incremental heat pumps with electric heat, model # PTH124B35AM.
- 161. One (1) Payne Dorm heat pump, model # PH10JA0426AC, serial # 3304E5304.
- 162. One (1) Payne Dorm heat pump, model # PH10JA036-F, serial # 3804E6888.
- 163. Twenty-four (24) Courier 30 gallon hot water tanks, electric.
- 164. Three (3) electric wall heaters.
- 165. Four (4) Carrier Incremental heat pumps with electric heat, model # 52CQA309331AA.

*****END OF APPENDIX B*****

- 114. Salad bar refrigeration compression unit.
- 115. Six (6) Baseboard electric heating units in cafeteria.
- 116. Seven (7) Singer, strip heaters in class rooms and men's restroom on the first floor.
- 117. Thirteen (13) Singer, electric increment heaters located on the first and second floors at various locations.
- 118. Heating and cooling unit (cafeteria) electric heat, model U-CT-97-00029, air handler, model TWE240B300C.
- 119. Outside air conditioner unit, model # ITA240B300B.
- 120. Two (2) Carrier, condensing units model # 38AE-12-5, 208/230-3-60 volt.
- 121. Two (2) Singer air handling units model # BVAH 100A.
- 122. Seven (7) McQuay Incremental Air Conditioners with electric heat.
- 123. Eighteen (18) McQuay, incremental units (dormitory and staff bedrooms)
- 124. Hacto, booster for dish washing machine model # S-45, to include water pressure control valve.
- 125. American Energy Exchange Inc. heat recovery unit and exhaust unit model # NR-70-70.

TRAINING ACADEMY FIREARMS RANGE

- 126. White-Westinghouse, heat pump, model # AH-15EC211, 15,000 BTU cooling, 11,000 BTU heating.
- 127. Four (4) wall mounted heaters.
- 128. Five (5) Electra-Heat, baseboard units model # 2B3-75 and 2B5-12.
- 129. Carrier air-conditioner (ammo room).
- 130. General Electric air conditioner 9,500 BTU.

TRAINING ACADEMY KITCHEN (BUILDING "C")

- 131. Walk-in-freezer Penn, McQuay refrigeration unit.
- 132. Walk-in Refrigerator-Perm, Cramer refrigeration unit.
- 133. Free Standing Freezer-Delfield, model # 6176-S, Serial # 165211-I, DPS # 38548.
- 134. Free Standing Freezer-Delfield, model # 6176-S, serial # 220694-I, DPS # 42670.
- 135. Beverage Air Reach in cooler.
- 136. Free standing refrigerator-Glenco Cuardian, model # AL-40-5, serial # 13500, DPS # 02878.

TRAINING ACADEMY PDC ADMINISTRATIVE BUILDING

- 137. Three (3) Carrier Roof Top packaged heat pumps-electric heat with stats. Sizes 7 ½ ton to 12 ton, Model 50QJ.
- 138. One (1) 40 gallon hot water tank. (electric)
- 139. One (1) 80 gallon hot water tank. (electric)
- 140. Three (3) Dayton Ceiling Hung Electric Heaters.
- 141. Carrier Heating/ Air conditioning rooftop unit model # 50TFQ008-A-611, serial # 0206G11718.

APPENDIX C PARTS AND OTHER ITEMS NOT COVERED

Boiler jacket and insulation
Building electrical
Building plumbing
Cast iron boiler sections and sleeve nipples
Cleaning, painting and repair cabinets and duct work
Condenser coils
Curbs
Direct or indirect drains
Door handles or locks
Door hinges
Drain lines pulled loose as a result of equipment movement
Electrical branch circuit wiring to disconnect and disconnect switch themselves
Evaporator coils
Evaporator covers
Evaporator fan blower assemblies
Fan guards
Fan shrouds
Heat tapes
Hot water tank shell
Insulation in equipment or building, except that upon refrigeration piping
Squirrel cages on centrifugal blowers
Structural housing portion of blower assemblies
Structural vibration eliminators and absorptive pads
Thermostat covers
Unit structural supports
Water service supply to equipment

*****END OF APPENDIX C*****

APPENDIX D

*PLEASE TYPE ALL BIDS

State Police Academy Base Bid (per month)	2,702.00
Division Headquarters Base Bid (per month)	1,728.00
Total	4,430.00
Multiplied by 12 (months) X 12	53,160.00
SUBTOTAL # 1	53,160.00
Basic Hourly Rate Technician	72.00
Basic Hourly Rate Helper	0
Basic Hourly Rate Laborer	0
Total	72.00
Multiplied by 100 (hours) X 100	7,200.00
SUBTOTAL # 2	7,200.00
Overtime Hourly Rate Technician	108.00
Overtime Hourly Rate Helper	0
Overtime Hourly Rate Laborer	0
Total	108.00
Multiplied by 25 (hours) X 25	2,700.00
SUBTOTAL	2,700.00

Holiday Hourly Rate Technician	126.00
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Holiday Hourly Rate Helper	0
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Holiday Hourly Rate Laborer	0
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Total	126.00
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Multiplied by 25 (hours) X 25	3,150.00
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SUBTOTAL # 4	3,150.00
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Travel Time Hourly Rate Technician	0
	<hr/>
Travel Time Hourly Rate Helper	0
	<hr/>
Travel Time Hourly Rate Laborer	0
	<hr/>
Total	0
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Multiplied by 30 (hours) X 30	0
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SUBTOTAL # 5	0
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Truck Charge Per Round Trip (flat rate, Not per/mile)	
\$ 30.00 Multiplied by 15 (trips) X 15	
SUBTOTAL # 6	450.00
	<hr/>
Percent markup on Parts (45 %) X \$5,000 = \$ 2,250.00	
Plus + \$5000	
SUBTOTAL # 7	= \$ 7,250.00
	<hr/>
GRAND TOTAL (Subtotals # 1-7)	\$ 73,910.00
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GRAND TOTAL (Subtotals # 1-7) including Performance Bond if Required.	\$ 73,910.00
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Technicians- 25

Helpers- 0

Laborers- 0

In addition to the job classifications listed above, the training and education of HVAC Systems Engineer can often be vital in solving critical systems problems. Specify below the number of Systems Engineers currently employed by your company and their headquarters location.

QTY- 3 (Three) Loacted at Johnson Controls in 4132 First Avenue, Nitro WV 25143

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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 is in compliance with the requirements as stated.

Vendor's Name: JOHNSON CONTROLSAuthorized Signature: Date: 8-13-08



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle WA 98185

No 10618

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation does each hereby appoint

KATHLEEN A. CRARY; CATHY HUTSON; DANIEL J. KWIECINSKI; TRACY K. MATTHEWS; WENDY S. MILLER; DANIEL J SAPIRO; LISA M SLAKES; Milwaukee, Wisconsin

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 7th day of November 2006

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business .. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile and the seal of the Company may be a facsimile thereof "

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto are true and correct and that both the By-Laws the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 13th day of August 2008



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco and the Safeco logo are registered trademarks of Safeco Corporation



BID BOND

KNOW ALL BY THESE PRESENTS, That we, Johnson Controls, Inc.

of 5757 North Green Bay Avenue, Milwaukee, WI 53209 (hereinafter called the Principal),

as Principal, and Safeco Insurance Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto State of West Virginia

(hereinafter called the Obligee) in the penal sum of Two Thousand Six Hundred Fifty Eight and 00/100
Dollars (\$2,658.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for DPS0903 West Virginia State Police

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect

Signed and sealed this 13 day of August, 2008

Margaret L. Barlow
Margaret L. Barlow Witness

Johnson Controls, Inc. (Seal)
Principal
Meree G. Marciniak
Meree G. Marciniak, Attorney-In-Fact Title

Lucy Hantzsch
Lucy Hantzsch Witness

Safeco Insurance Company of America
By Cathy Hutson
Cathy Hutson Attorney-in-Fact



Johnson Controls, Inc

DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes:

Meree G. Marciniak

to perform, on behalf of the Company and/or its subsidiaries, the acts described below:

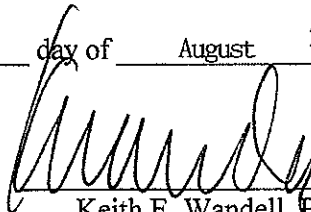
To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company

This authority does not extend to:

- a. the execution of contracts for the performance of work, sale of goods, and furnishing of services;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company; and
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase, or any other instruments pertaining to the purchase or sale of real property.

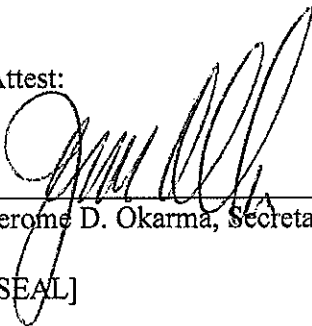
This authority shall remain in full force and effect for six (6) months from the date of issue

Signed at Milwaukee, Wisconsin, this 13th day of August 2008.



Keith E. Wandell, President

Attest:



Jerome D. Okarma, Secretary

[SEAL]

