



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
DJS010282

PAGE
1

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

VENDOR

*709001715 304-757-0395
 CARRIER BUILDING SYSTEMS & SER
 PO BOX 427
 2 MISSION WAY
 SCOTT DEPOT WV 25560

SHIP TO

DIVISION OF JUVENILE SERVICES
 WV INDUSTRIAL HOME FOR YOUTH
 7 INDUSTRIAL BOULEVARD
 INDUSTRIAL, WV
 26375 304-558-6029

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 02/02/2010 | Net 30 | N/A | N/A | N/A |

BID OPENING DATE: **03/02/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|--|-------------|-----------|
| 0001 | 1 | LS | | 910-36 | \$47,900/yr | 47,900/yr |
| | | | | HVAC MAINTENANCE & REPAIR SERVICES | | |
| | | | | OPEN-END CONTRACT TO PROVIDE HVAC MAINTENANCE & REPAIR SERVICES FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, INDUSTRIAL HOME FOR YOUTH, PER THE SPECIFICATIONS, AND BID FORM. | | |
| | | | | EXHIBIT 3 | | |
| | | | | 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. | | |
| | | | | 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, 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 | | |

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 2010 FEB 25 A 10:37
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **412-220-1253** DATE: **2-23-10**

TITLE: **Branch Manager** FEIN: **06-0991716** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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*709001715 304-757-0395
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DIVISION OF JUVENILE SERVICES
WV INDUSTRIAL HOME FOR YOUTH
7 INDUSTRIAL BOULEVARD
INDUSTRIAL, WV
26375 304-558-6029

| | | | | |
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 02/02/2010 | Net 30 | N/A | N/A | N/A |
| BID OPENING DATE: 03/02/2010 | | BID OPENING TIME 01:30PM | | |

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 412-220-1253 | DATE 2-23-10 |
| TITLE Branch Manager | FEIN 06-0991714 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| PAGE |
| 3 |

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| JOHN ABBOTT 304-558-2544 |

VENDOR

*709001715 304-757-0395
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 02/02/2010 | Net 30 | N/A | N/A | N/A |

BID OPENING DATE: 03/02/2010 BID OPENING TIME 01:30PM

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| <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 2/17/2010; 10:30 A AT THE INDUSTRIAL HOME FOR YOUTH, INDUSTRIAL, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------|------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 412-220-1253 | DATE 2-23-10 |
| TITLE Branch Manager | FEIN 06-0991716 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| DATE PRINTED 02/02/2010 | TERMS OF SALE <i>Net 30</i> | SHIP VIA <i>N/A</i> | F.O.B. <i>N/A</i> | FREIGHT TERMS <i>N/A</i> |
| BID OPENING DATE: 03/02/2010 | | BID OPENING TIME 01:30PM | | |

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| <p>PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR APPLICABLE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE <i>412-220-1253</i> | DATE <i>2-23-10</i> |
| TITLE <i>BRANCH MANAGER</i> | FEIN <i>06-0991716</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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AUCTION

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| <p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>CARRIER CORP.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV.25560-0427</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p> | | | | | | |

| | | |
|---|-------------------------------|-----------------------------------|
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| SIGNATURE <i>[Signature]</i> | TELEPHONE <i>412-220-1253</i> | DATE <i>2-23-10</i> |
| TITLE <i>Branch Manager</i> | FEIN <i>06-0991716</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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| 6 |

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| <p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>REQ. NO.: DJS010282-----</p> <p>BID OPENING DATE: 3/2/2010-----</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 style="text-align: center;">-----412-221-7753-----</p> | | | | | | |

| | | | |
|-----------------------------------|------------|---|---------|
| SIGNATURE | | SEE REVERSE SIDE FOR TERMS AND CONDITIONS | |
| TITLE | FEIN | TELEPHONE | DATE |
| Branch Manager | 06-6991716 | 412-220-1253 | 2-23-16 |
| ADDRESS CHANGES TO BE NOTED ABOVE | | | |

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|---|----------|-----|---------|-------------|------------|-------------|
| PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: | | | | | | |
| | | | | TIM HAWKINS | | |
| ***** THIS IS THE END OF RFQ DJS010282 ***** TOTAL: | | | | | | \$47,900/yr |

| | | |
|---|---------------------------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
| SIGNATURE <i>[Signature]</i> | TELEPHONE 412-220-1853 | DATE 2-23-10 |
| TITLE Branch Manager | FEIN 06-0991715 | ADDRESS CHANGES TO BE NOTED ABOVE |

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DJS010282 - WV IHV HVAC MAINTENANCE CONTRACT BID FORM

| Item # | Description | Estimated Annual Usage | * Unit Price | Extended Price |
|--------|------------------------------------|------------------------|---------------------------|----------------|
| 1 | ANNUAL MAINTENANCE CONTRACT | 12 Months | | \$ |
| 2 | REGULAR WORK HOURS | 80 Hrs. | \$ 137. ⁰⁰ /HR | \$ 11,120. |
| 3 | NON REGULAR WORK HOURS | 40 Hrs. | \$ 186. ⁰⁰ /HR | \$ 7,440. |
| 4 | EST. ANNL. PARTS USAGE x % MARK-UP | \$5,000.00 | % M/U: 15 | \$ 5750. |
| | | | Total | \$ 24,310 |

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name: CARRIER CORP
 Address: 135 South Pointe Dr
Bridgeville, PA 15017
 Phone#: 412-220-1281
 Email Address: JAMES.W.GALLAGHER@CARRIER.UTC.COM

Contract Coordinator Information:

Name: _____
 Address: _____
 Phone#: _____
 Email Address: _____

This form is for bidding evaluation purposes only.

- * Item #1 = Monthly Charge
- * Item 2 Regular Scheduled Hours (Mon - Fri 8-5)
- * Item 3 NON REGULAR HOURS include emergency evening, night, weekend and Holiday Service Calls
- * Item 4= \$5,000 X % Mark-up over cost + \$5,000 = Extended Total

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: CARRIER Corp

Authorized Signature: [Signature] Date: 2-23-10

State of PENNSYLVANIA

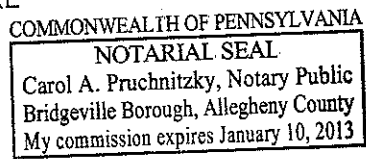
County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 23 day of FEB, 2010

My Commission expires 1/10/2013, 20

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY, TO-WIT:

I, JAMES W. GALLAGHER, after being first duly sworn, depose and state as follows:

- 1. I am an employee of CARRIER CORP; and,
(Company Name)
- 2. I do hereby attest that CARRIER CORP.
(Company Name)

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

The above statements are sworn to under the penalty of perjury

CARRIER CORP
(Company Name)

By: [Signature]

Title: SR. ACCOUNT EXECUTIVE

Date: 2-23-10

Taken, subscribed and sworn to before me this 23rd day of FEBRUARY

By Commission expires 1/10/2013

(Seal) COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Carol A. Pruchnitzky, Notary Public
Bridgeville Borough, Allegheny County
My commission expires January 10, 2013

[Signature]
(Notary Public)

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



Carrier

A United Technologies Company

RFQ Requirements

A) Similar Maintenance Contracts:

Contracts held and maintained within past three years

WV Industrial Home for Youth

Contract includes:

- Trane Tracer System service
- Various controls service
- Preventative Maintenance HVAC and Controls
- Repair Service
- Emergency Service

Contact: Joe Merendino
304-782-2371

PNC Banks (Approximately 200 Locations)

Contract includes:

- HVAC, various Automation Systems system service
- Preventative Maintenance
- Testing and Reporting Service
- Emergency Service

Contact: John Baker
412-443-5443

Potomac State College

Contract includes:

- Various Control Systems service for multiple facilities, including Trane
- Pneumatic controls service
- Full coverage HVAC service
- Preventative Maintenance
- Emergency Service

Contact: Lori Harrison
304-788-6888



Carrier

A United Technologies Company

RFQ Requirements (cont.)

Marion County Schools

Contract includes:

- Various Direct Digital Control System service, including Trane
- Full coverage HVAC service
- Preventative Maintenance HVAC and Controls
- Emergency Service

Contact: Brad Straight
304-367-2160

Fairmont General Hospital

Contract includes:

- Various Direct Digital Control System service, including Trane
- Full coverage HVAC service
- Preventative Maintenance HVAC and Controls
- Emergency Service

Contact: Tom Crites
304-367-7540