



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
LOT462

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

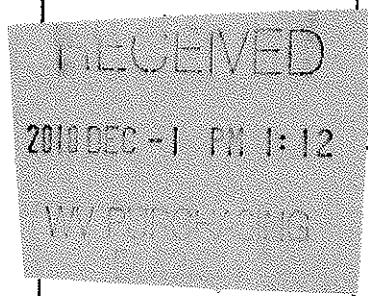
VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE
	Casto Technical Services 540 Leon Sullivan Way Charleston, WV 25301

VENDOR	LOTTERY COMMISSION
	900 PENNSYLVANIA AVE CHARLESTON, WV 25302
	304-558-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2010				

BID OPENING DATE: 12/01/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS SUBMITTED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 11/05/2010 AND TO ATTACHED THE MANDATORY PRE-BID SIGN IN SHEET.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 11/18/2010						
TO : 12/01/2010						
----- END OF ADDENDUM NO. 1 -----						
0001	1	LS		910-36		\$30,484.08
HVAC MAINTENANCE AND REPAIR						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Traci B. Ray	304-346-0549	December 1, 2010	
TITLE	SIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Regional Account Manager	550539186		

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).

LOT462**ADDENDUM #1**

QUESTION: The RFQ outlines the maintenance tasks to be performed under the contract. My concern is with the frequency of the evaporator and condenser coil cleaning is noted to be conducted quarterly. This is not typical with these systems as we normally recommend they be done annually or semi-annual under harsh conditions. It would be financially beneficial to the STATE and reduce wear and tear on the equipment to reduce this frequency of this task if so warranted.

ANSWER: Change requirement to semi-annual for evaporator and condenser coil cleaning.

QUESTION: Does this work have the requirement to pay prevailing wage?

ANSWER: Prevailing wage rates apply "if applicable". What that means is if a technician is doing routine maintenance (checking belts/whistles, etc., readouts, and the like) then prevailing wage rates are not applicable. But if they have to do an actual repair or replacement, etc., then prevailing wage rates would apply.

QUESTION: The Chill Water Pumps did not seem to be included in the Preventive Maintenance Program. Will the Pumps be included for 4 times a year PM?

ANSWER: Yes

QUESTION: The document had no requirements for Operational or Preventive Maintenance inspections on the Trane Tracer Summit Building Control Unit or the Computer Workstation and Software. Will Operational and Preventive Maintenance on the control system be included in the scope of work?

ANSWER: Yes, quarterly and as required.

QUESTION: How many of the 120 VAV boxes are fan powered and have filters?

ANSWER: Approximately 80 to 85. Contractor will have to verify exact counts prior to contract commencement

QUESTION: What, if any is the frequency required for Fan Powered VAV Filter change?

ANSWER: Filters will be changed according to manufacturer's suggested maintenance schedule. Contractor will have to verify this information prior to contract commencement.

QUESTION: Is water readily available and within close proximity to perform routine cleaning tasks for each condenser and/or other components of the heating and cooling systems?

ANSWER: Water is available in a supply closet located on each floor. A hose will be required to extend it to the location of the cleaning task.

QUESTION: Will Davis Bacon or prevailing wage rates be mandatory and/or applicable to this contract?

ANSWER: Prevailing wage rates apply "if applicable". What that means is if a technician is doing routine maintenance (checking belts/whistles, etc., readouts, and the like) then prevailing wage rates are not applicable. But if they have to do an actual repair or replacement, etc., then prevailing wage rates would apply.

QUESTION: Do you have drawings that indicate VAV boxes and their location, as well as, all other pieces of mechanical equipment?

ANSWER: There are no drawings available showing the location of VAV or other mechanical equipment.

QUESTION: What is the current cost for the contract in place, with respect to the pricing structure on page 28?

ANSWER: \$3000.00 per month

QUESTION: What contractors attended the mandatory pre-bid meeting?



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**SHELLY MURRAY
 304-558-8801**

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Casto Technical Services
 540 Leon Sullivan Way
 Charleston, WV 25301

**LOTTERY COMMISSION
 900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500**

DATE PRINTED 10/14/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **11/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		\$30,484.08 Annual
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FOR A COMPREHENSIVE PREVENTATIVE MAINTENANCE SERVICE, REPAIRS, AND ON-CALL SERVICE FOR ITS CHILLERS, AIR CONDITIONING, AND/OR HVAC SYSTEMS TO INCLUDE MATERIALS, LABOR, EQUIPMENT AND PARTS AT 900 PENNSYLVANIA AVENUE, CHARLESTON, WV ACCORDING TO THE ATTACHED SPECIFICATIONS</p> <p>HVAC MAINTENANCE AND REPAIR</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 11/03/2010 AT 11:00 AM. IN THE LOBBY OF THIS LOCATION. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I 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 MANDATOR 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Traci B. Ray	TELEPHONE 304-346-0549	DATE December 1, 2010
TITLE Regional Account Manager	FEIN 550539186	ADDRESS CHANGES TO BE NOTED ABOVE

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

MURRAY

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

Casto Technical Services
 540 Leon Sullivan Way
 Charleston, WV 25301

S H P T O

**LOTTERY COMMISSION
 900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500**

DATE PRINTED 10/14/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 11/18/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/05/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Traci B. Ray	TELEPHONE 304-346-0549	DATE December 1, 2010
TITLE Regional Account Manager	FEIN 550539186	ADDRESS CHANGES TO BE NOTED ABOVE

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



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3

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VENDOR

Casto Technical Services
 540 Leon Sullivan Way
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SHIP TO

LOTTERY COMMISSION
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/18/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR 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>						

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TITLE	Regional Account Manager	FAX	550539186	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: LOT462</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <input checked="" type="checkbox"/></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p>						

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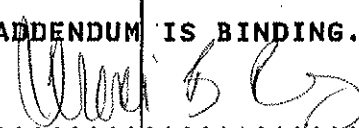
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<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....  SIGNATURE Casto Technical Services COMPANY December 1, 2010 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p style="text-align: center;">NOTICE</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: SHELLY MURRAY</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-346-8920		

CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Traci B. Ray		

***** THIS IS THE END OF RFQ LOT462 ***** TOTAL:						\$30,484.08

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Traci B. Ray	TELEPHONE	304-346-0549	DATE	December 1, 2010
TITLE	Regional Account Manager	FEIN	550539186	ADDRESS CHANGES TO BE NOTED ABOVE	

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

WEST VIRGINIA LOTTERY

REQUEST FOR QUOTATION **LOT462**

This document is a Request for Quotation ("RFQ") for a comprehensive HVAC Operation and Maintenance Service Contract.

I. INTRODUCTION

The Lottery is seeking quotations for a comprehensive preventive maintenance service, repairs and on-call service for its chillers, air conditioning, and/or HVAC systems to include but is not limited to materials, labor, equipment and parts at the new Lottery headquarters located at 900 Pennsylvania Avenue, Charleston, West Virginia. The Lottery anticipates upgrades to existing equipment and will issue a change order to delete old equipment and add the new equipment.

The Lottery will host a vendor pre-bid conference on November 3, 2010 at 11:00 P.M. in the lobby at this location. Attendance is mandatory for all vendors intending to submit a bid. The Lottery is seeking a one-year agreement, with an additional 2-year renewal option which will commence on January 1, 2011.

Contact with Lottery personnel in connection with this RFQ may not be made other than as specified in this RFQ. Unauthorized contact of any Lottery personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

The submission requirements for this RFQ are set forth below. A bid shall constitute an irrevocable offer for 60 days. If the last day of the 60-day period falls on a Saturday, Sunday, or legal holiday, the last day shall roll forward to the first day that is not a Saturday, Sunday, or legal holiday. Other references to a certain number of days in this RFQ shall use this same construction unless otherwise specified.

III. STATEMENT OF WORK

Location, equipment description, maintenance specifications, exclusions, and general coverage conditions are detailed in **Attachment A**.

IV. EXPERIENCE

Vendor must have a minimum of five (5) years successful experience in fully maintaining commercial HVAC systems similar in size and type to the installations covered under these specifications. All bidders should submit with their bid evidence of the reliability, ability, and experience by furnishing the following minimum requirement:

- A. A list of personnel who will perform under the contract, showing the length and type of experience of such personnel.
 1. The Lottery requires and will perform a criminal background check for each employee, as well as the employees of all subcontractors, who will be required to enter the State of West Virginia office buildings as part of this project.
 2. The Lottery will not allow any vendor or subcontractor access to the building until the background checks are completed.
 3. It is requested that all information be submitted with vendor's bid. The agency reserves the right to request additional information. Vendors must submit any additional information requested within 48 hours of the request. Vendors failing to respond within this time frame may be disqualified.

V. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFQ, including Attachment 'A' and any issued addenda, are to constitute a definitive agreement. Submission of a bid shall constitute agreement to contract on these terms.

A. Representations

Vendor will represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this representation.

B. Indemnity Obligations of Vendor

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the Lottery employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any

breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; or (c) the Lottery's enforcement of its rights under this indemnity provision. The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement. In the event both the Lottery and Vendor are named as defendants in the same civil action, and the Lottery determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the Lottery. The Lottery may, at its option, designate its counsel as equal participating counsel in any litigation wherein the Vendor defends the Lottery.

C. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the Lottery, with an insurer reasonably acceptable to the State Insurance Commission:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

Each such policy will name the Lottery as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the Lottery shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the Lottery in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the Lottery may terminate this agreement. In addition to

the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder. The Vendor will immediately notify the Lottery if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of West Virginia. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the Lottery may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

D. Termination

1. **At Will.** The agreement will be terminated by the State, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the Lottery.

2. **Default by Vendor.** This agreement may be terminated by the State upon thirty (30) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the Lottery will have the right to have the services completed by other parties and the Vendor will reimburse the Lottery for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the Lottery will not be deemed a waiver of any other right or remedy of the Lottery, including, without limitation, the Lottery's right to consequential damages caused directly or indirectly by the Vendor's default.

E. Confidentiality and Publicity

The Vendor will retain all confidential information provided by the Lottery in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the Lottery. The Lottery retains the right to enjoin any unauthorized disclosure in an appropriate

court of law. The Vendor will not issue any public announcements concerning the Lottery without the prior written consent of the Lottery.

F. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 *et seq.*), the American National Safety Code for HVAC Systems, ANSI A 17.1 and any applicable regulations promulgated there under (WV Code). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

G. Subcontracting

1. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the Lottery. The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

H. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its' sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

2. **Governing Law.** The agreement will be governed by the laws of the State of West Virginia without giving effect to its principles of conflict of laws.

3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the

unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.

ATTACHMENT A

I. SCOPE OF WORK

A. Operational inspections: each service is to consist of the scope of work listed herein for each equipment type and to be performed at the frequency listed. Scheduling of these inspections shall be coordinated between the Lottery and the vendor.

B. Preventative service is to consist of pre-scheduled, original equipment manufacturer (OEM) recommended, preventative maintenance actions. These tasks are designed to prepare the equipment for prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

C. Minor repairs: minor repairs shall consist of tasks which are performed during routine inspections on an as needed basis that may require minor disassembly and removal of available replacement parts, controls, switches and indicator lamps.

D. Emergency calls: emergency calls shall be performed when necessary to diagnose problems and perform minor adjustments between scheduled inspections. Unless otherwise indicated herein, emergency service is available 365 days per year, 24 hours per day.

E. Refrigerant leak repair (labor): refrigerant leak repair labor is included in the basic service. Leak repair labor consists of tightening bolts and flange fittings, replacing gaskets, replacing o - rings and if necessary, welding, soldering or brazing of small refrigerant pipe lines to stop leaks as found.

F. Major repairs: major repairs consist of the repair or replacement of moving parts, motor bearings, motor seals and maintainable components that may have failed unexpectedly. Major Repairs will be reimbursed separately by the Lottery, only upon written authorization in advance of the work.

Maintenance service requirements

A. Vendor must have the ability to respond to a request for remedial maintenance and be diligently repairing the equipment within twenty-four (24) hours of receiving the request. All attempts should be

made to make sure that the equipment is repaired and back on line operating in a normal manner within seventy-two (72) hours.

B. Preventive maintenance, service and remedial maintenance shall be performed at a time agreeable to the Lottery.

C. The vendor and his employees must schedule with the Lottery at least seventy-two (72) hours in advance of entering the building to examine, service, or repair equipment.

D. Vendor shall provide a local telephone number for emergency and regular maintenance contact request. Said number will have 24 hours per day, 7 days per week answering service, and will be answered during normal working hours by the vendor's employee(s).

E. Preventative maintenance and remedial maintenance service will include replacement of parts and materials deemed necessary by the vendor and approved by the Lottery. All parts will be furnished on an exchange basis and will be new and unused, standard parts or of equal quality. "Equals" will be submitted to the Lottery for approval prior to installation. No modifications or alterations to parts will be accepted. Parts provided will be noted in the equipment log books, provided by vendor and will be the exclusive property of Lottery.

General requirements

A. All work shall be performed in a professional, workmanship-like manner using quality equipment and materials.

B. Vendor will provide the labor, materials, and equipment necessary for all chiller maintenance, except as otherwise specified hereinafter. The premises will be maintained with nothing but acceptable chiller maintenance standards.

C. Vendor recognizes that during the course of this agreement, interfacing activities may be conducted by the Lottery's work forces and other contracted parties that may hinder their work. These activities may include but not be limited to, special events, landscape refurbishment, construction and/or storm-related operations. Vendor will be required to modify or curtail certain of its operations during these periods and shall promptly comply with any request by the Lottery.

Damages by vendor

A. All damages to existing facilities caused by the Vendor or his employee or agents shall be repaired or replaced at the Vendor's expense. All damages caused by the vendor's action or inaction shall also be the vendor's responsibility.

Safety

A. Vendor agrees to perform all work outlined in this agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA safety orders at all times to protect all persons including vendor's employees, agents of the Lottery, vendors, members of the public or others from foreseeable injury, or damage to their property. Vendor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

B. It shall be the vendor's responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Lottery shall be notified immediately of any unsafe condition that requires major correction.

Vendor's staff

A. Vendor shall take appropriate action under this contract concerning any employee whose conduct or activity shall, in the reasonable exercise or discretion by the work, be deemed detrimental to the interest of the public patronizing the premises. Vendor shall take such appropriate action within a reasonable time following notice from the Lottery.

B. The Lottery reserves the right to request removal of any employee, upon submitting justification, should such action be considered necessary by the Lottery.

C. Maintenance service workers shall be required to wear a distinctive uniform or id badge of a type selected by the vendor and approved by the Lottery.

D. Vendor shall furnish, at vendor's expense, the supervision required to ensure the necessary management of his personnel and the functions involved in the specifications, as required by the Lottery.

E. Vendor agrees to supply all materials specified, except those supplies specifically omitted, and any mechanical or other equipment that is necessary to fulfill the terms of this contract.

F. All services performed, materials supplied and equipment used to perform the required services shall be subject to inspection and test by the Lottery to insure the use of products and equipment meet the standards of the industry.

Non-interference

A. Vendor shall not interfere with the public use of the premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

PRODUCTS

Parts and Material Replacement.

A. Unless otherwise stated herein, replacement parts, oil, filters, lubricants and materials (refrigerant is a separate item herein) are to be included as necessary to perform any service. Under this agreement the service vendor will remove and properly dispose of the chiller compressor oils. Replacement parts may be stocked by the service vendor for equipment covered herein to be based on each OEM recommendations for routine expendable parts, normal annual service replacement parts and

consumables. All replacement parts used in performance of this agreement shall be new and unused, and meet OEM specifications.

B. Refrigerant materials: The Lottery will pay for reasonable amounts of refrigerant when notified in advance with amount, cost, reason for loss, and explanation of repairs, to prevent further loss.

Equipment

A. Tracer Summit Software Version 14.00.0156 service pack 3 controls the operation of the air handlers and temperature settings within the building through 120 VAV controllers located within the 13 floors of the building.

B. See chart below:

FLOOR	MANUFACTURER	MODEL
AIR HANDLERS		
FLOOR 1	TRANE	MCCB021UA0C0UA
FLOOR 2	TRANE	CCDB17EE05
FLOOR 3	TRANE	CCDB17EE05
FLOOR 4	TRANE	MCCB017UA0D0UB
FLOOR 5	TRANE	CCDB17EE0U
FLOOR 6	TRANE	MCCB017UA0D0UB
FLOOR 7	TRANE	MCCB017UA0D0UB
FLOOR 8	TRANE	MCCA017GAV0BBC
FLOOR 9	TRANE	MCCB017UA0D0UB
FLOOR 10	TRANE	MCCB017UA0D0UB
FLOOR 11	TRANE	MCCB017UA0D0UB
FLOOR 12	TRANE	MCCB017UA0D0UB
FLOOR 13	TRANE	MCOB012UA0C0UA
ELEVATOR	TRANE	TWE060A400EL
ELEVATOR	TRANE	TWE060A400EL
ELEVATOR OUTSIDE UNIT	TRANE	2TTA0060A400EL
ELEVATOR OUTSIDE UNIT	TRANE	2TTA0060A400EL
CHILLER #1	TRANE	CGACC804RANJJ403DFW7M
CHILLER #2	TRANE	RTAA0904X001A3D0ABFGN 460 V 3-PHASE
CHILLER #3	TRANE	RTAA0904X001A3D0ABFGN 460 V 3-PHASE
AIR HANDLER	LIEBERT	DH245A-AAE19745
CONDENSOR	LIEBERT	DCDF308-A 460V 3-PHASE with 3 FANS

EXECUTION

Equipment Service

A. Chillers

1. Service to be performed at least four (4) times per year:
2. Task to be performed:
 - a. Leak test
 - b. Log performance temperatures
 - c. Log pressures
 - d. Check and log purge
 - e. Visually inspect unit and related pumps
 - f. Record all reading and approach calculations, including pump pressures.
 - g. Remove oil sample for analysis
 - h. Replace oil filter
 - i. Replace oil with new as required by analysis
 - j. Replace dryers as required
 - k. Re-leak test unit
 - l. Check starter and clean as required
 - m. Check and calibrate all safeties and controls
 - n. Clean air cooled condenser coils.
 - o. Lubricate bearings.
 - p. Provide written checklist, report and recommendations

B. Packaged Air Conditioners

1. Service to be performed at least four (4) times per year:
2. Task to be performed:
 - a. Visually inspect unit
 - b. Clean unit inside and out.
 - c. Change Filters, provide spare set of filters.
 - d. Lubricate Bearings
 - e. Inspect and tighten fan belts. Replace frayed belts.
 - f. Refrigerant Leak test
 - g. Log performance temperatures
 - h. Log pressures
 - i. Record all reading and approach calculations

- j. Remove oil sample for analysis
 - k. Replace oil filter
 - l. Replace oil with new as required by analysis
 - m. Replace dryers as required
 - n. Check motors and starters. Clean as required
 - o. Check and calibrate all safeties and controls.
 - p. Clean evaporator and condenser coils
 - q. Clean dampers, exercise full stroke, check and calibrate controls and close on shutdown.
 - r. Provide written checklist, report and recommendations
- C. Air Handler
1. Service to be performed at least four (4) times per year:
 2. Task to be performed:
 - a. Visually inspect unit
 - b. Clean unit inside and out.
 - c. Change filters. Provide spare set of filters.
 - d. Lubricate Bearings.
 - e. Inspect and tighten fan belts. Replace frayed belts.
 - f. Log performance temperatures
 - g. Record all reading and approach calculations
 - h. Check motors and starters. Clean as required
 - i. Check and calibrate all safeties and controls
 - j. Clean evaporator coils
 - k. Clean dampers, exercise full stroke, check and calibrate controls and close on shutdown.
 - l. Check resistance heat elements and connections.
 - m. Provide written checklist, report and recommendations

Chiller PM Service Plan

DESCRIPTION	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY	AS REQUIRED BY PERFORMANCE
I. COMPRESSOR					
A. Performance Evaluation (Log conditions and analyze. Submit copy to Lottery)	X				
B. Motor					
• Meg. windings (see Note)			X		
• Ampere balance (within 10%)		X			
• Terminal check (tight connection; clean)			X		
• Motor cooling (check temperatures)		X			
C. Lubrication System					
• Oil lines temperatures	X				
• Water (refrigerant) coolant temperature	X				
• Oil cooler strainer (water)				X	
• Oil cooler solenoid operation		X			
• Oil analysis			X		
• Oil appearance	X				
• Oil filter change					X
D. Vane Operation					
• Compressor loads:					
- Operate manual switch		X			
- Record motor amps		X			
• Compressor unloads					
- Operate manual switch		X			
- Record motor amps		X			
E. Internal compressor Check					X
II. CONTROLS					
A. Operating Controls					
• Check LRT settings and operation			X		
• Check vane control setting and operation			X		

• Verify motor load limit control			X		
• Verify load balance operation			X		
• Check oil pump contactor			X		
• Check soft-start settings and function					
• Check chilled water reset settings and function OSA = 75° F/LCHW = 44°F OSA = 60°F/LCHW = 55°F			X		
• Check chiller lockout set-point = 55°F			X		
Protective controls test operation of:					
• Alarm relay		X			
• Pump Interlocks		X			
• Hot and cold oil temperature switches		X			
• Surge guard relays		X			
• High and low pressure switches		X			
• High suction temperature switches		X			
• High discharge temperature switch		X			
• Low pressure override switch		X			
• Oil pump pressure differential switch		X			
• Oil pump safety timer		X			
• Oil pump time delay switch		X			
• System monitor timer		X			
• Vane closed switch		X			
III. CONDENSER					
A. Performance Evaluation (Log conditions and analyze. Submit copy to Lottery)	X				
B. Water quality (test)		X			
C. Evaporator tubes (clean as required)				X	
D. Eddy Current Test—tube wall thickness (as required)					X
E. Condensate drains clear from pan to outlet		X			
F. Seasonal Protection					X
V. EXPANSION VALVES					
A. Performance Evaluation (superheat control)		X			
VI. COMPRESSOR—CHILLER UNIT					
A. Performance Evaluation (Log conditions and analyze. Submit copy to Lottery)	X				
B. Leak Test					
• Compressor fittings and terminal		X			

• Piping fittings		X			
• Oil pump joints and fittings		X			
• Vessel relief valves		X			
C. Vibration isolation test					X
D. General Appearance					
• Paint				X	
• Insulation				X	
VII. STARTER(S)					
A. Contactors (Examine hardware and operation)		X			
B. Overload setting and trip (verify)		X			
C. Electrical Connections (test)		X			
D. Pump down Control (verify operation)		X			
VII. OPTIONAL CONTROLS					
A. Hot gas bypass controls (verify operation)		X			
B. Liquid injection controls (verify operation)		X			
C. Pump down control (verify operation)		X			

KEY

X – PERFORMED BY VENDOR

NOTE: Some centrifugal chillers use power factor capacitors, and some use surge capacitors. The capacitor may be installed out of sight in the compressor motor terminal box. In all cases, capacitors must be disconnected from the circuit to obtain a useful megger reading. Failure to do so will produce a low reading. When handling electrical components is required, only fully qualified electrical technicians should attempt service.

STARTUP AND SHUTDOWN PROCEDURES

The cooling season startup and shutdown tasks will be performed by a journey-level technician with the assistance of a helper-level technician.

- A. Cooling season startup preparation and inspection for reliability, safety and efficiency
 1. Pressurizing the unit and conducting a leak check
 2. Checking refrigerant and oil levels

3. Checking oil sump and purge oil heaters and temperatures
4. Checking and testing all operating and safety controls
5. Checking the starter operation
6. Starting the chilled water pump
7. Starting the condenser water pump
8. Starting the chiller and calibrating controls
9. Checking purge unit operation
10. Logging operating conditions after system and unit stabilize
11. Reviewing operating procedures and the Lottery's log with operator
12. Checking auxiliary equipment operation

B. Annual equipment shutdown inspection and PM

The following tasks will be performed once each year during a shutdown period to properly evaluate equipment status and to prepare units for next cooling season:

1. Inspecting the compressor motor assembly and performing the following tasks:
 - o Recording voltages
 - o Megging and recording motor winding resistance
 - o Lubricating open motor
 - o Checking the alignment on open motor drive units
 - o Checking the coupling
 - o Checking seals
 - o Checking inlet vane operator and linkage; lubricating where required

2. Inspecting the compressor oil system and performing the following tasks:
 - Changing oil, oil filter, and dryer
 - Conducting analysis on oil filter at an independent laboratory
 - Checking oil pump, seal, and motor
 - Cleaning the dirt leg
 - Checking heater and thermostat
 - Checking all other oil system components including cooler, strainer, and solenoid valve where applicable
3. Inspecting the motor starter and performing the following tasks:
 - Running diagnostic check
 - Cleaning contacts or recommending replacement
 - Checking linkage
 - Megging motor
 - Checking all terminals and tightening connections
 - Checking overloads, dash pot oil, and calibrating
 - Cleaning or replacing air filter where required
 - Dry-running starter (or before startup); checking status lights
4. Inspecting the control panel and performing the following tasks:
 - Running diagnostic check of Micro Control panel
 - Checking safety shutdown operation
 - Checking all terminals and tightening connections
 - Checking display data accuracy and set points
5. Inspecting the purge unit and performing the following tasks:
 - Inspecting the operation of the unit

- Changing oil
 - Changing filter dryer
 - Cleaning orifice in the liquid feed-line to coil
 - Cleaning the foul gas strainer
 - Cleaning solenoid valves
 - Cleaning purge drum, checking and cleaning float valve; replacing gaskets
 - Checking heater operation
 - Checking all other components for proper condition and operation; recording pressure control set-point
6. Inspecting the condenser and performing the following tasks:
- Checking the water flow
 - Checking the flow switch operation
 - Removing condenser head and inspecting end sheets
 - Mechanically brush-cleaning condenser water tube
7. Inspecting the cooler and performing the following tasks:
- Checking the water flow
 - Checking flow switch operation
 - Checking refrigerant level
8. Inspecting the system and performing the following tasks:
- Conducting a leak check and identifying leak sources
 - Adding refrigerant as required (10% maximum included)
 - Recording condition of sight glasses
 - Checking the refrigerant cycle to verify the proper operating balance

- Checking condenser water and chilled water heat transfer
9. General items to be included:
- Repairing insulation removed for inspection and maintenance procedures
 - Cleaning equipment and surrounding area upon completion of work
 - Consulting with the operator
 - Reporting deficiencies and repairs required

IV. VENDOR'S HAZARDOUS MATERIALS/REFRIGERANT POLICY AGREEMENT

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

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

Refrigerant Policy Agreement:

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

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

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

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

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

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

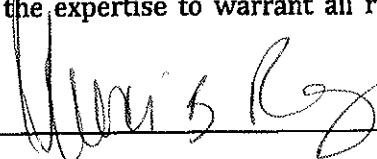
COST LOT462

MONTHLY MAINTENANCE PER SCHEDULE	\$ 4043.52
QUARTERLY MAINTENANCE PER SCHEDULE	\$ 16,146.00
SEMI-ANNUAL MAINTENANCE PER SCHEDULE	\$ 4633.20
ANNUAL MAINTENANCE PER SCHEDULE	\$ 5661.36
TOTAL**	\$ 30,484.08
HOURLY RATE FOR REPAIRS/MAINTENANCE ABOVE AND BEYOND SCHEDULED MAINTENANCE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.	\$ 95.00
HOURLY RATE FOR OVERTIME/EMERGENCIES	\$ 142.50
PARTS ABOVE AND BEYOND THOSE INCLUDED IN ROUTINE MAINTENANCE COSTS*	COST PLUS 38 % MARKUP

*NOTE: VENDOR'S INVOICE MUST CONTAIN THE PARTS AND COST PRIOR TO APPROVAL AND PAYMENT BY THE LOTTERY.

** AWARD WILL BE MADE BASED UPON THE MAINTENANCE SCHEDULE TOTAL

By my signature below I hereby attest that (company name) Casto Technical Services possesses the expertise to warrant all repairs and maintenance for ninety (90) days from date of work.

 12/1/10

Signature Date

Traci B. Ray

Print Name

Casto Technical Services

Company

AIR CONDITIONING UNIT QUARTERLY SERVICE CHECKLIST

Date/Time: _____ Service & Person: _____
Unit Make, Model _____ Refrigerant _____

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

Data

Heating Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Cooling Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Refrigerant Pressure Suction _____ kPa Liquid _____ kPa

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

Magnahelic: ΔP: _____ kPa Belt Service: _____

Max Bearing Temp: _____ degC Filters Size: _____

Refrigerant Added _____ Kg Cabinet Service: _____

Notes

AIR COOLED CHILLER QUARTERLY SERVICE

CHECKLIST

Date/Time: _____ Service Company and Person: _____

Unit Make, Model _____ Refrigerant: _____

- Visually inspect Chiller. Note paint condition, corrosion, damage, or other changes since previous service.
- Clean evaporator and condenser tubes
- Functionally test and calibrate safety and operating controls per manufacturer's instructions
- Start unit. Check control and calibrate.
- Check alignment on Compressor motor and assembly. Identify any unusual vibration. Check seals. Lubricate where necessary.
- Check all setpoints for proper setting and function. Make sure there are no unusual sounds and the water temperature output is steady at 6 degC (44 degF).

- Sequence Chillers, observe refrigerant functions, note any non-standard performance.
- Check external interlocks, flow switch, and pumps.

- Check operation of control circuit.

- Check water/air flow of evaporator and condenser.

- Check super heat.

- Check operation of all motors, starters and condensing fans. Measure amperage and voltage.

- Meg test compressor motor, record casing and bearing temperature.

- Check Bearing temperatures. Record.

- Visually inspect oil and filter, change if necessary. Check oil for metal and acid. Check oil level, oil pump, seals, strainers, valves. Report any leaks or non-standard conditions.
- Check power and control electrical connections and terminals for full contact and tightness
- Check and record refrigerant suction and liquid pressure. Add refrigerant if low. Record amounts, address leakage problems.
- Provide laboratory analysis of water condition. Add Water Treatment based on chemical analysis.
- Record pump inlet and discharge pressures. Record water pressure across evaporator.

Data

Cooling Temperature setpoint: _____ degC Chiller Outlet Temp: _____ degC Inlet Temp: _____ degC
 Pump ΔP: _____ kPa Evaporator ΔP: _____ kPa

	Compressor				Condensing Fan			
Max. Bearing Temp - degC:								
Max. Motor Temp - degC								
Motor (1) Amps/Voltage:	/	/	/	/	/	/	/	/
Motor (2) Amps/Voltage:	/	/	/	/	/	/	/	/

Water Treatment added: _____ (Attach Lab Report)

Refrigerant Superheat _____ degC Added: _____ kg Oil added: _____ liters

Notes

FAN-COIL QUARTERLY SERVICE CHECKLIST

Date/Time: _____ Service Company and Person: _____

Unit Make, Model _____

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

Data

Heating Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Cooling Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

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

Magnahelic: ΔP: _____ kPa Belt Service: _____

Max Bearing Temp: _____ degC Filters Size: _____

Cabinet Service: _____

Data

Cooling Temperature setpoint: _____ degC Heating Temperature setpoint: _____ degC

Damper Operation: _____

Notes

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 exceeds five percent of the total contract amount.

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

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: Casto Technical Services

Authorized Signature: [Signature] Date: December 1, 2010

State of WV

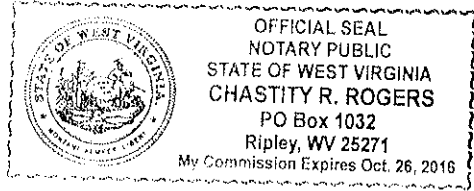
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1 day of December, 2010

My Commission expires October 26, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Chastity R Rogers



VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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**,
 Bidder is a partnership, association or corporation resident vendor and 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 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**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; **or**,

4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Casto Technical Services

Signed: [Signature]

Date: December 1, 2010

Title: Direct Sales Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.