



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
LOT468

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Johnson Controls, Inc

STATE OF WEST VIRGINIA

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: **04/20/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	910-36			
<p>RE-BID OF LOT462</p> <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 SPECIFICATION</p> <p>TO SCHEDULE A SITE VISIT, PLEASE CONTACT JOHN MYERS AT 304-558-0500 X311.</p> <p>HVAC MAINTENANCE AND REPAIR</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 04/04/2011 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</p>						

RECEIVED
 2011 MAY -4 AM 10:35
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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<p>UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR 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>						

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VENDOR

SHIP TO

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<p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.:</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 ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

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

VENDOR

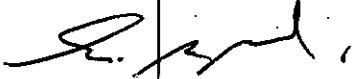

RFQ COPY
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LOTTERY COMMISSION
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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION 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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">  SIGNATURE  COMPANY 5/2/2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY
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VENDOR

SUPPLIER

**LOTTERY COMMISSION
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 CHARLESTON, WV
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<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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> <p>RFQ. NO.: LOT468</p> <p>BID OPENING DATE: 04/20/2011</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: ----- 304-755-0765</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ERIC M. BERLIN</p> <p>***** THIS IS THE END OF RFQ LOT468 ***** TOTAL: <u>45,500.00</u></p>						

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**REQUEST FOR QUOTATIONS #LOT468
HVAC SYSTEMS MAINTENANCE CONTRACT
WEST VIRGINIA DEPARTMENT OF REVENUE
LOTTERY COMMISSION
900 Pennsylvania Avenue
Charleston, WV 25302**

Location: West Virginia Lottery Commission
900 Pennsylvania Avenue
Charleston, WV 25302

For: West Virginia Lottery Commission
P.O. Box 2067
Charleston, WV 25327

SECTION 1: DEFINITIONS

- A. The Department of Revenue, Lottery Commission, 900 Pennsylvania Avenue, Charleston, West Virginia 25302, shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance" shall mean scheduled inspections and the replacement of parts, components, and materials on HVAC equipment prior to the failure or wear-out period of the parts, components or materials. The planned inspections and replacements shall be in accordance with the equipment manufacturer's specifications and recommendations. No Preventive Maintenance shall be performed without authorization from the Agency.
- E. "Corrective Maintenance" shall mean maintenance performed on an as-requested basis to correct a malfunction or failure in an HVAC system and may be on a regular or emergency basis. No Corrective Maintenance shall be performed without authorization from the Agency.
- F. "Competent Mechanic" shall mean a mechanic, technician, or other employee of Contractor who meets the minimum qualifications necessary to

perform work under this Contract as outlined in Section 3.

- G. "Agency Representative" shall be defined as the person designated by the Director of the Lottery Commission as having authority to act on behalf of the Lottery Commission.
- H. "Holidays" are shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- I. "Testing" shall mean adjusting and balancing all the environmental systems in a building to produce the design objectives. This process includes (1) balancing air and water distribution systems; (2) adjusting the total system to provide design quantities; (3) electrical measurement; (4) establishing quantitative performance of all equipment; (5) verifying automatic controls, and; (6) sound and vibration measurement. These procedures are accomplished by (1) checking installation for conformity to design; (2) measuring and establishing the fluid quantities of the system(s), as required to meet design specifications and; (3) recording, analyzing, and reporting the results.

SECTION 2: SCOPE OF WORK

The Contractor shall provide comprehensive Preventive Maintenance, Corrective Maintenance, Testing, and Emergency service of the heating, cooling, and air conditioning systems (HVAC) in the building owned and operated by the West Virginia Lottery Commission. Preventive Maintenance, Corrective Maintenance, and Testing must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Location, equipment description, maintenance specifications, exclusions, and general coverage conditions are detailed in Attachment A. The Agency anticipates upgrades to existing equipment and will issue a change order to delete old equipment and add new equipment to be maintained under this contract. Examples of work include but are not limited to:

1. Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service.
2. Repair or replace broken components of HVAC unit(s) including, but not limited to, motors, fans, blowers, controllers, relays, valves, control wiring, Freon recapture or

- other parts or components of the system, to return heating or cooling function to the building.
3. Repair distribution system(s) of air flow which may be damaged or not functional.
 4. Perform all work in in a professional, workmanship-like manner using quality equipment and materials.
 5. Contractor will provide the labor, materials, and equipment necessary for all maintenance, except as otherwise specified hereinafter. The premises will be maintained with nothing but acceptable manufacturer maintenance standards.
 6. Contractor 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. Contractor will be required to modify or curtail certain of its operations during these periods and shall promptly comply with any request by the Lottery.
 7. Contractor must have the ability to respond to a request for corrective 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.
 8. All maintenance shall be performed at a time agreeable to the Lottery.
 9. The Contractor and his employees must schedule with the Lottery in advance of entering the building to examine, service, or repair equipment.
 10. Preventative maintenance and corrective maintenance service will include replacement of parts and materials deemed necessary by the Contractor 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 Contractor and will be the exclusive property of Lottery.
 11. All damages to existing facilities caused by the Contractor or his employee or agents shall be repaired or replaced at the Contractor's expense. All damages caused by the Contractor's action or inaction shall also be the Contractor's responsibility.
 12. Contractor 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 Contractor's employees, agents of the Lottery, Contractors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

13. It shall be the Contractor'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.

14. Contractor 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. Contractor shall take such appropriate action within a reasonable time following notice from the Lottery.

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

16. Maintenance service workers shall be required to wear a distinctive uniform or ID badge of a type selected by the Contractor and approved by the Lottery.

17. Contractor shall furnish, at Contractor'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.

18. Contractor 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.

19. 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.

20. Contractor 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.

The resulting contract shall not cover the addition of new HVAC equipment to existing HVAC systems which changes or increases size, type or extent of the system. This contract is for maintenance and service only.

2.1 Regular Maintenance Services:

The Agency shall establish a maintenance schedule with the Contractor for Preventative Maintenance. This schedule shall be binding. Any exception from the established maintenance schedule shall be authorized by the Agency in writing to the Contractor. Failure to obtain written authorization may result in the non-payment for work performed.

The Contractor shall also provide Corrective Maintenance and Testing services on an on-call basis. On site response time for Corrective Maintenance service calls performed on a regular (non-emergency) basis shall be guaranteed within 24 hours of notification. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

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 Contractor.

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.

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.

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.

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.

2.2 Emergency service:

During the life of this Contract, the Agency may have need of Corrective Maintenance and Testing services on an emergency basis. Emergency maintenance calls shall be placed to the Contractor by an authorized Agency Representative and on-site response shall be guaranteed within 4 hours of the receipt of the emergency service call.

If the Contractor is unable to respond on-site within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, liquidated damages will be imposed against the Contractor in the amount of \$100.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.

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.

Labor Warranty: The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

2.3 Parts:

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 Contractor will remove and properly dispose of the chiller compressor oils. Replacement parts may be stocked by the service Contractor 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.

The Contractor shall provide and install all parts, components and materials to keep

equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

The Contractor shall be required to receive approval from an authorized Agency Representative(s) for replacement parts, components, or materials prior to its purchase or requisition. The replacement or repair of any equipment, components or materials must be approved in writing by the Agency in advance of their purchase or requisition by the Contractor.

Part(s) for Preventative Maintenance must be received and installed no later than five (5) days after authorization from the Agency. Parts for Corrective Maintenance performed on a regular (non-emergency) basis must be received and installed no later than five (5) days after authorization from the Agency.

Part(s) for emergency Corrective Maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Contractor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Contractor may not arrange for expedited delivery of parts without prior approval of the Agency.

If the Contractor is unable provide and install parts within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must so notify the Agency, in writing prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.

Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT.

CHANGES: Any alteration must be facilitated by formal change order. No change order may be issued which causes an individual job's total cost to exceed \$25,000.00.

2.4 Telephone Service:

Contractor shall maintain a continuous 24-hour emergency telephone service for receipt of maintenance service calls. This service must be maintained everyday of the week, including weekends and Holidays, and will be answered during normal working hours by the Contractor's employee(s).

2.5 Facility Access:

The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract.

2.6 Reports

The Contractor will develop comprehensive reports of findings with recommendations for operational changes at the beginning of the contract and each year thereafter, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment and provide report to the designated Lottery employee.

The Contractor shall have the ability to interface with the existing chillers' control panel utilizing Crystal View diagnostic software. The Contractor shall have the ability to configure set point and current limit. The Contractor shall provide, within 24 hours after requested, a Crystal View report of each chiller's status, set point and operating log to the Agency. The Contractor shall also provide, within 24 hours after requested, a web-based report, via DDC control system, of real-time energy usage, operational cost comparisons and benchmark performance to the Agency.

The Contractor shall provide monthly usage reports listing each release issued for that reporting period with the number of regular hours worked, the number of overtime hours worked, the number of weekend/Holiday hours worked, the amount of vendor manufactured parts, and the amount of non-vendor manufactured parts. A copy of this report shall be sent to the Agency.

2.7 Costs

Maintenance, Testing, and Inspection Services: The Contractor shall provide an all inclusive hourly rate for all services to be included under this Contract. This hourly rate shall include all Preventative Maintenance, Corrective Maintenance (regular and emergency) and Testing. No overtime, weekend/Holiday, or additional emergency charges will be permitted. The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

Parts: The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on his cost (list minus any discounts) multiplied by any mark up required. The contractor may be required to provide any and all price lists for audit purposes.

Freight: The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. This cost must be included in the percentage discount given herein. For emergency Corrective Maintenance service parts orders where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery. (See Section 4.2 for more information).

SECTION 3: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications outlined below to perform Preventive Maintenance Corrective Maintenance, and Testing under this Contract and should submit all documentation of the below defined qualifications with the bid.

1. **The Contractor must have factory-authorized, factory-trained and certified HVAC Competent Mechanic(s) for all equipment and manufacturers shown on Attachment A and must submit the following documentation relating thereto:**
 - a. A copy of the Contractor's factory authorization to provide repair and warranty service for Trane HVAC equipment including chillers up to 1,200 ton capacities.
 - b. A list of HVAC Competent Mechanic name(s) including dates of factory HVAC service training and certifications. Following award of Contract, Competent Mechanic(s) may only be added upon written approval by the Agency. No work may be performed other than by Competent Mechanic(s) included on the list.

- c. Documentation of the Contractor having prior experience for three (3) years with jobs of a similar size and scope servicing HVAC equipment including chillers of the type serving Agency's facility. Documentation includes, but is not limited to, references, contracts, resumes, etc.
2. **The Contractor must have factory-authorized, factory-trained and certified DDC (Digital Direction Control) Competent Mechanics and provide the following documentation relating thereto:**
 - a. A copy of the Contractor's factory authorization to provide DDC repair service and warranty service for Johnson Controls and Trane Tracer hardware and software currently serving the Agency's facility and equipment.
 - b. A list of DDC control Competent Mechanic name(s) including dates of factory DDC training certificates. Following award of Contract, DDC control Competent Mechanics may only be added upon written approval by the Agency. No work relating to DDC controls may be performed other than by DDC control Competent Mechanic included on the list.
 - c. Documentation of the Contractor having prior experience for five (5) years with jobs of a similar size and scope servicing the type of DDC control system(s) serving Agency's facilities. Documentation includes, but is not limited to, references, contracts, resumes, etc.
3. **The Contractor must also have and provide copies of WV State certifications for the following employees:**
 - a. Electricians: Documentation provided for electricians must include names of electricians and copies of their WV State electrical licenses.
 - b. Plumbers/Pipe-fitters: Documentation provided for electricians must include names of electricians and copies of their WV State plumbing licenses.

By submitting a response to this RFQ, Contractor certifies that its employees that will perform services under the Contract meet the minimum qualifications outlined below.

SECTION 4: INVOICING

4.1 Invoices

Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of suppliers' price list or invoice for each part, component, or material provided. Freight charges must be in accordance Section 2. Any expedited delivery charges for emergency Corrective Maintenance service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.
3. The manufacturer's list price of the part(s), the discount applied, the total charge being requested, and the supplier's invoice number or page number of the attached price list. Copies of supplier's price list or invoices must match, in order, the order by which parts appear on the Contractor's invoice.
4. FEIN number, complete address of vendor, release order number, and master contract number.

Invoices shall be mailed to the following address:

West Virginia Lottery
Attn: Accounts Payable
PO Box 2067
Charleston, WV 25327

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

SECTION 5: ADDITIONAL TERMS AND CONDITIONS

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
5. ANSI/ASHRAE Standard 135-2004 (BACnet)
6. ANSI/EIA/CEA-709.1 (LonTalk)
7. NFPA (National Fire Protection Association)

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

5.7: The Contractor will provide and keep in full force and effect during the term of this agreement, at the Contractor's own cost and expense, the following insurance policies for the joint benefit of the Contractor 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 Contractor'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 Contractor 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 Contractor, if the Contractor assigns any portion of the duties under this agreement in accordance with the terms, here of, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder. The Contractor will immediately notify the Lottery if the Contractor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of West Virginia. If the Contractor's commercial general liability insurance contains such restrictive endorsements, the Contractor shall have five (5) business days to remove said restrictions. If the Contractor is unable to do so, the Lottery may terminate this agreement at the discretion of the Purchasing Division.

SECTION 6: AWARD CRITERIA

Award shall be based on the lowest combination of hourly rate and cost for parts per the attached bid scenario (Attachment B).

ATTACHMENT A

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. Contractor to verify which VAV boxes are fan powered and have filters. Filters will be changed according to manufacturer's suggested maintenance schedule.
- 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			
VIII. OPTIONAL CONTROLS					
A. Hot gas bypass controls (verify operation)		X			
B. Liquid injection controls (verify operation)		X			
C. Pump down control (verify operation)		X			
D. Chill Water Pumps			X		
E. Trane Tracer Summit Building Control System			X		

KEY

X – PERFORMED BY CONTRACTOR

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.

Water is available in supply closets located on each floor. A hose will be required to extend it to the location of the cleaning task for each condenser and/or other

components of the heating and cooling systems.

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:
 - Recording voltages
 - Megging and recording motor winding resistance

- Lubricating open motor
 - Checking the alignment on open motor drive units
 - Checking the coupling
 - Checking seals
 - 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

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

WEST VIRGINIA LOTTERY


ATTACHMENT B

RFQ LOT468

BID FORM

ALL-INCLUSIVE HOURLY RATE \$ <u>78.00</u> X 500 HOURS	\$ <u>39,000.00</u>	A
COST FOR PARTS ESTIMATED AT \$5,000 X <u>30</u> % MARK UP (Example: \$5,000 x 5% M/U = \$5,250)	\$ <u>6500.00</u>	B
TOTAL BID COST (A + B = C)	\$	C

CONTACT INFORMATION	
COMPANY NAME	Johnson Controls, Inc.
ADDRESS	4132 1st Avenue Nitro, WV 25143
CONTRACTOR CONTACT NAME	ERIC M. BERLIN
CONTRACTOR PHONE NUMBER	304-755-4353
CONTRACTOR FAX NUMBER	304-755-0765
CONTRACTOR EMAIL ADDRESS	eric.m.berlin@jci.com
24 HOUR PHONE NUMBER FOR SERVICE CALLS	866-300-7647


 Signature _____ Date 5-2-2011
ERIC M. BERLIN
 Print Name _____

RFQ No. LOT 468

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: Johnson Controls, Inc.

Authorized Signature: [Signature] Date: 5-2-2011

State of West Virginia

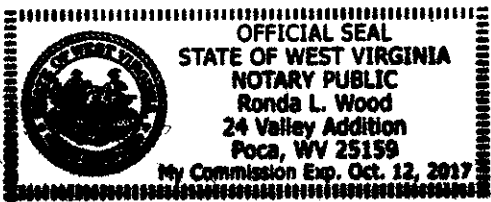
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 2 day of May, 2011.

My Commission expires Oct 12, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



State of West Virginia **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: Johnson Controls, Inc

Signed: _____

Date: 5-2-2011

Title: Service Sales Account Executive

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



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
 LOT468

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/18/2011				

BID OPENING DATE: 05/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 04/04/2011 AND TO MAKE MODIFICATIONS TO THE SPECIFICATIONS.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 04/20/2011						
TO : 05/04/2011						
----- END OF ADDENDUM NO. 1 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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).

WEST VIRGINIA LOTTERY

RFQ LOT468

ADDENDUM #1

Q 1. I would note that nowhere does the RFQ require the bidder to provide information regarding its West Virginia Contractor's license. Was that intended?

A 1. Section 5.5 states: "[t]he Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body." The RFQ will be modified to require vendors to provide Contractor's license information.

Q 2. The document is silent on the applicability of certain WV statutes such as the Prevailing Wage Act (WV Code § 21-5A-1 et seq) and the WV Alcohol and Drug Free Workplace Act (WV Code § 21-1D-1 et seq). Given the nature of the work involved, these acts should apply to work undertaken pursuant to this RFQ. I am therefore asking for clarification on this issue.

A 2. Section 5.3 states: "[t]he Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations." The RFQ will be modified to require vendors to provide a drug free workplace affidavit with their bids.

Q 3. With regard to Section 2.7 Parts, the provision states that the Contractor shall price parts "based on his cost (list minus any discounts) multiplied by any mark up required." It is unclear what is meant by the words "any discounts." In order to ensure the State is billed real costs, the section could be amended to add the word "actual" before the word "cost" and to strike the words, "(list minus any discounts)"

A 3. Change Section 2.7 Parts to read, "The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on his actual cost ~~(list minus any discounts)~~ multiplied by any plus state approved mark up required. The RFQ will be modified to reflect this change.

Q 4. Paragraphs 1, 1a, 2 and 2a of Section 3 all require "factory-authorized, factory trained and certified" Mechanics. The inclusion of this language appears to severely limit the entities eligible to bid. Is that the intent of this language? In order to avoid such a drastic impact the RFQ could be amended to remove the language from Paragraphs 1 and 2 of Section 3 and to remove Paragraphs 1a and 2a entirely.

A 4. We will accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization with the exception of equipment that is under warranty

Q 5. The language of the section appears to prohibit the employment of apprentices who are undergoing training in a bona fide apprenticeship program as certified by the U.S. Department of Labor. Is that the intent of the language?

A 5. The language in Section 3 at the bottom of page 16 of the RFQ shall be amended by adding the following sentence: "Provided, that the Contractor shall be permitted to employ qualified apprentices enrolled in bona fide apprenticeship programs approved by the United States Department of Labor to perform work under the direct supervision of fully licensed and qualified employees that meet the specifications required herein. The RFQ will be modified to reflect this change.

Q 6. The language requires 3 years of experience in 1c and 5 years of experience in 2c. Is that the intent of the language?

A 6. The intent was for 3 years of experience in 1c and 2c. The RFQ will be modified to reflect this change.

Q 7. The language in 3b requires plumbers/pipefitters to have electrician certifications. Is that the intent of the language?

A 7. Electrician should be replaced with "plumber/pipefitter" certifications. The RFQ will be modified to reflect this change.

Q 8. The RFQ appears to permit more than 2 one-year extensions by the use of the "reasonable time period" phrasing. Please explain how this language is intended to be implemented.

A 8. The contract resulting from the RFQ may be extended for a reasonable time, not to exceed 12 months, at the end of the initial contract term or any renewal period. Such extensions of reasonable time are determined on a case by case basis.

Q 9. The RFQ does not appear to have a limit on the amount of work that can be awarded over the life of the contract. Please explain whether there is such a limit and what that limit is.

A 9. The work performed under the contract resulting from the RFQ is limited to the services specified in the RFQ and is limited to the locations and equipment provided therein, subject to change as specified in the RFQ.

Q 10. The RFQ does include a \$25,000 limit per "individual job" but it does not seem to clearly define how that will be applied or defined. Please explain how this limit is to be implemented.

A 10. Individual projects that exceed \$25,000 in cost are not included in this contract and must be bid in accordance with West Virginia Code § 5-22-1 and other applicable provisions.

Q 11. On or about March 25, 2011 the bidding process was opened on a remodel of the Lottery Commission building that is the subject of this RFQ. What is the relationship between the two?

A 11. The remodeling of the building will remove a lot of the existing equipment from service. A change order will be issued to include only the remaining equipment to be maintained after remodeling is completed.

Q 12. Will the service provider that wins this bid have any responsibility for the upcoming changes due to the upcoming renovations?

A 12. A new HVAC system will be provided on all floors except floors 7, 8, and 9. The renovation contractor will provide demolition on the floors as well as installation of the new equipment.

Q 13. Will the successful bidder have any responsibility for demolition, re-location or resizing of any part of the existing mechanical systems, or will this be the responsibility of the GC who is performing the retrofit?

A 13. See #12.

Q 14. Will the successful bidder have any planned maintenance responsibility for any of the new mechanical systems being installed as part of the renovation that is above and beyond warranty services?

A 14. No. If it is determined that this is needed, a change order will be issued.

Q 15. Is there a listing of the new equipment being installed that can be made available?

A 15. Yes. Silling Associates has issued drawings for the renovation. Cost is \$200 per set

Q 16. Is there a preliminary schedule as to when the existing systems will be removed and a preliminary schedule as to when the new systems will be installed?

A 16. That will be available after the contract is awarded to a GC for renovations

Q 17. Will the service provider that wins this bid have any responsibility for the upcoming changes due to the upcoming renovations?

A 17. See #12 answer.

Q 18. Will the successful bidder have any responsibility for demolition, re-location, integration or re-programming the existing Tracer system remaining on floors 7-9, or will this be the responsibility of the GC who is performing the retrofit?

A 18. The programming for floors 7-9 will remain the responsibility of the successful bidder. There will be no demolition, relocation, or integration.

Q 19. Will the successful bidder have any planned maintenance responsibility for any of the new building control systems being installed as part of the renovation that is above and beyond the warranty services?

A 19. No

Q 20. Is there a listing of the new building control system being installed that can be made available?

A 20. The General contractor will make that available after the renovation contract award.

Q 21. Is there a preliminary schedule as to when the existing systems will be moved or removed and preliminary schedule as to when the new systems will be installed?

A 21. No. See answer for #20

Q 22. There are extensive renovations planned to be performed over the remainder of this year which will significantly change the usage of the space, and many systems are being removed and modified. Therefore, the various energy usage, operational costs and benchmark performance reports will be of no value until the renovations are complete. This being the case, why are these reports listed as a requirement?

A 22. Three of the floors will not be modified and some of the reports will be used to monitor performance there

Q 23. Section 2.7 Costs requests an all inclusive rate for all services that are covered under this contract. This contract potentially covers a wide variety of skills and trades, which address a wide range of labor costs. Is this a singular rate that will cover all skills and trades (i.e. electricians, control technicians, control programmers, plumbers, pipefitters, general HVAC mechanics, chiller mechanics, boiler technicians, crane operators, welders, insulators, air balance technicians, sheet metal mechanics, foremen, project managers, lead mechanics/journeyman, apprentice/helpers and any subcontractors that may be required for specialty work)?

A 23. The RFQ calls for a single hourly rate to perform all services covered by the RFQ.

Q 24. Is there an option for the contractor to provide a schedule of different rates to show cost savings for the state?

A 24. The RFQ calls for a single hourly rate to perform all services covered by the RFQ. A rate schedule for different types of work will not be considered and may lead to vendor disqualification.

Q 25. Contractors that do not have factory authorization are currently providing maintenance and repairs to the same type of manufacturer equipment and control systems listed on this bid specification at other state buildings. What is the unique aspect of this building that requires factory training and authorization?

A 25. We will accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization with the exception of equipment that is under warranty.

Q 26. Based upon the age of the existing equipment, it appears that no equipment should currently be under warranty. Why is it required for the contractor to be able to provide factory authorization to perform warranty services?

A 26. Failure of existing equipment may require replacement with like models. Warranty service may be provided for any qualifying equipment which would require factory authorization.

Q 27. Why is it not required to have factory authorization to perform maintenance, repairs and warranty work on the new equipment that is being installed?

A 27. There is no new equipment being installed as a result of this contract. See Question #14.

Q 28. Will the state accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization?

A 28. We will accept letters of reference that document successful maintenance and repair of the same equipment in place of factory authorization with the exception of equipment that is under warranty.

Modifications to RFQ LOT468

The requirements of RFQ LOT468 are modified as shown below. In the event that the terms and conditions stated herein conflict with RFQ LOT468, any addendum thereto, or the responses to questions included in this addendum, this Modification shall prevail.

1. The section entitled "Section 5: Additional Terms and Conditions" shall contain the following additional subsection: "5.8 Contractor's License: Prior to contract award, the Contractor must provide proof that Contractor has a valid contractor's license."
2. The section entitled "Section 5: Additional Terms and Conditions" shall contain the following additional subsection: "5.9 Drug Free Workplace Affidavit: Contractor must submit an affidavit meeting the requirements of WV Code § 21-1D-1 *et seq.* with its bid."
3. In the section entitled "Section 2.7 Costs," the "Parts" subsection shall be deleted in its entirety and replaced with the following: "Parts: The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on its actual cost plus a state approved mark up."
4. In the section entitled "Section 3: Minimum Qualifications," the following sentence shall be added after the last sentence on page 16: "Provided, that the Contractor shall be permitted to employ qualified apprentices enrolled in bona fide apprenticeship programs approved by the United States Department of Labor to perform work under the direct supervision of fully licensed and qualified employees that meet the specifications required herein."
5. In the section entitled "Section 3: Minimum Qualifications," subsection 2(c) shall be amended by removing the words "five (5)" and replacing it with the words "three (3)" in order to require three years of experience rather than five.
6. In the section entitled "Section 3: Minimum Qualifications," subsection 3(b) shall be amended by removing the words "electricians" and replacing it with the words "plumber/pipefitter."



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

STATE OF West Virginia
COUNTY OF Kanawha, TO-WIT:

I, ERIC M. BERLIN, after being first duly sworn, depose and state as follows:

1. I am an employee of JOHNSON Controls, Inc.; and,
(Company Name)
2. I do hereby attest that Johnson Controls, Inc.
(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.

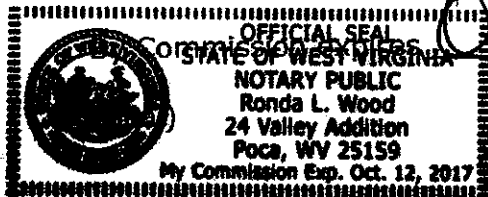
Johnson Controls, Inc.
(Company Name)

By: E.M. Berlin

Title: Service Sales Account Executive

Date: 5-2-2011

Taken, subscribed and sworn to before me this 2 day of May, 2011



Ronda L. Wood
(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.