



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  
 GSD106436A

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**VENDOR**

Casto Technical Services  
 540 Leon Sullivan Way  
 Charleston, WV 25301

**SHIP TO**

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		910-36		\$2,613,500.00
OPEN END CONTRACT FOR HVAC MAINTENANCE  REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) MAINTENANCE TO VARIOUS DEPARTMENT OF ADMINISTRATION OWNED BUILDINGS PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-2596 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.  DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/15/2011 AT THE CLOSE OF BUSINESS.  ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE THE DEADLINE HAS LAPSED.  VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ BY FORMAL WRITTEN ADDENDUM ISSUED						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Tim Vandeborne	TELEPHONE	304-346-0549	DATE	August 31, 2011
TITLE	Sales Manager	FEIN	55-0539186	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](http://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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Casto Technical Services  
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BY THE PURCHASING DIVISION IS BINDING.  NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.  EXHIBIT 10  REQUISITION NO. : <span style="border: 1px solid black; padding: 2px;">GSD106436A</span>  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO. S: NO. 1 <input checked="" type="checkbox"/> <i>gfr</i> NO. 2 <input checked="" type="checkbox"/> <i>gfr</i> NO. 3 <input checked="" type="checkbox"/> <i>gfr</i> NO. 4 <input checked="" type="checkbox"/> <i>gfr</i> NO. 5 <input checked="" type="checkbox"/> <i>gfr</i>  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	Tim Vandeborne	TELEPHONE	304-346-0549	DATE	August 31, 2011
TITLE	Sales Manager	FEIN	55-0539186	ADDRESS CHANGES TO BE NOTED ABOVE	

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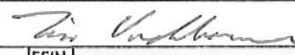
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<p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE            Casto Technical Services            .....            COMPANY            August 31, 2011            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. ANY WORK PERFORMED BY THE VENDOR WITHOUT A FULLY EXECUTED WV-39 RELEASE ORDER SHALL BE AT THE VENDOR'S RISK.</p> <p>ADDITIONAL ORDERING AND INVOICING REQUIREMENTS ARE LOCATED IN SECTION 4 OF THE ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>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 \$1,000,000.00.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING</p>						

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD106436</p> <p>BID OPENING DATE: 08/31/2011</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:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Tim Vandeborne	TELEPHONE	304-346-0549	DATE	August 31, 2011
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-346-8920		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Tim Vandeborne		
***** THIS IS THE END OF RFQ GSD106436A ***** TOTAL:						\$2,613,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**REQUEST FOR QUOTATIONS #GSD106436A  
HVAC SYSTEMS PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE, TESTING,  
AND OVERHAUL SERVICES CONTRACT DEPARTMENT OF ADMINISTRATION-OWNED  
FACILITIES  
GENERAL SERVICES DIVISION  
1900 Kanawha Boulevard, East  
Charleston, WV**

Location: West Virginia Department of Administration  
Buildings Listed Herein

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: Bid Form
2. Attachment B: GSD106436 HVAC Sample Equipment List
3. Attachment C: GSD106436 Building List

**SECTION 1: DEFINITIONS**

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Preventative Maintenance" shall be defined as the 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 Preventative Maintenance shall be performed without authorization from the Agency, in the form of an approved release order.
- E. "Corrective Maintenance" shall be defined as maintenance performed on an as-requested basis to correct a malfunction or failure in an HVAC system. No

Corrective Maintenance shall be performed without authorization from the Agency in the form of an approved release order.

- F. "Competent Mechanic" shall be defined as 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 General Services Division as having authority to act on behalf of the General Services Division.
- H. "Holidays" shall be defined as 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 be defined as a function test upon the completion of ordered Corrective Maintenance, Preventative Maintenance, and Overhaul services to ensure equipment is returned to normal operating mode or to determine if additional repairs are required.
- J. "Overhaul" shall be defined as the detailed inspection of equipment and any maintenance or repair identified in that inspection or prescribed by the manufacturers schedule.
- K. "Cost for Parts" shall be defined as the actual, documented cost of the parts as purchased by the Contractor.

## SECTION 2: SCOPE OF WORK

The Contractor shall provide (1) Preventative Maintenance, (2) Corrective Maintenance, (3) Testing, and (4) Overhaul service of the heating, cooling, and air conditioning systems (HVAC) in buildings owned and operated by the West Virginia Department of Administration. Preventative Maintenance, Corrective Maintenance, Testing and Overhaul service must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Examples of work include but are not limited to:

1. The annual Overhaul of a variety of chillers up to 1200 ton.
2. Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service.
3. Repair or replace broken components of various HVAC units 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.

4. Contractor shall connect to and fully utilize the digital control systems currently used, which include but are not limited to, Tracer, Andover, Metasys and ASI, to monitor equipment and troubleshoot the main components of the HVAC units included in this contract.
5. Repair distribution systems of air flow which may be damaged or not functional.

**The resulting contract shall not cover the addition of new HVAC equipment to existing HVAC systems which increases the size, type or extent of the system.**

### **2.1 Required Services:**

The Contractor shall provide Overhaul, Preventative Maintenance, and Testing services as scheduled by the Agency. 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. Contractor must respond to a request and be on site for Corrective Maintenance service calls within 4 hours of notification unless otherwise scheduled by the Agency. The deadline to respond on-site may only be waived or extended by written approval of the Agency.

All Preventative Maintenance, Corrective Maintenance, Testing, and Overhaul Services performed hereunder shall be billed to the Agency at a single hourly rate regardless of the date and time such services are performed.

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

### **2.2 Parts:**

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 at no cost to the Agency. 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.

**Freight:** The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. For Corrective Maintenance service parts orders where expedited delivery is requested and authorized by the Agency,

the Contractor may invoice for freight 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).

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

### **2.3 Telephone Service:**

Contractor shall maintain a continuous 24-hour telephone service for receipt of maintenance service calls, 365 days a year. Contractor shall provide the Agency with alternative contacts should the 24-hour telephone service become temporarily unavailable.

### **2.4 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.

### **2.5 Reports**

Upon performing Preventative Maintenance, Corrective Maintenance, Testing, or Overhaul Service of HVAC equipment, the Contractor will develop comprehensive reports of findings with recommendations for operational changes, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment. These reports shall be submitted to the Operations Maintenance Manager after every service call.

The Contractor shall have the ability to interface with the existing control system which utilizes Crystalview 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 Crystalview report of equipment 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.

### **2.6 Costs**

The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

### **2.7 Facilities**

The list of facilities for which Contractor is required to provide services is attached as Attachment B and specifically incorporated herein by reference. There is no guarantee



that Contractor's services will be required and the Agency reserves the right to not request service in any of the facilities listed on Attachment B. Facilities throughout the state may be added to the list on Attachment B during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

### SECTION 3: MINIMUM QUALIFICATIONS

The Contractor shall have the minimum qualifications outlined below to perform Preventative Maintenance, Corrective Maintenance, Testing, and Overhaul services under this Contract. The Contractor shall provide the Agency all documentation of the qualifications in lines 1 and 2 prior to award of the Contract.

1. The Contractor shall provide a copy of the Contractor's factory authorization to provide repair and warranty service for Mammoth, Trane, Carrier and York HVAC equipment including chillers up to 1,200 ton capacities (see Attachment B for other potential manufacturers of equipment which could require service during the life of the contract). In lieu of said factory authorization, the Contractor must provide letters of reference for at least three (3) distinct contracts or projects documenting the successful completion of repair and warranty services to HVAC systems of the types and makes currently serving the Agency's facilities and equipment. To indicate sufficient capabilities to manage the size and scope of the Agency's needs, each of the references must be projects or contracts which covered HVAC systems serving a multiple building campus.

2. The Contractor shall provide a copy of the Contractor's factory authorization to provide DDC repair service and warranty service for Johnson Controls and/or Trane Tracer hardware and software, the systems currently serving the predominant portion of the Agency's facilities and equipment; in lieu of said factory authorization, the Contractor must provide letters of reference for at least three (3) distinct contracts or projects documenting the successful completion of repair and warranty services to DDC systems of the types and makes currently serving the Agency's facilities and equipment. To indicate sufficient capabilities to manage the size and scope of the Agency's needs, each of the references must be projects or contracts which covered DDC systems serving a multiple building campus.

Work under this Contract may only be performed by a Competent Mechanic who has first provided documentation of certifications and or licensure for the following:

1. Electricians- WV Master Electricians License
2. Plumbers- WV Master Plumbers License

3. HVAC- EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program prior to January 1, 2006

#### **SECTION 4: ORDERING AND INVOICING**

##### **4.1 Release Orders**

**NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT. Issuance of multiple release orders to circumvent this requirement is strictly prohibited**

The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the release order to the Contractor shall be considered authorization to begin work. No work other than that specified on the individual release order shall be undertaken by the Contractor.

*Changes:* Any alteration to a release order must be facilitated by revised release order. No revision shall be issued nor work performed which causes an individual job's total cost to exceed \$25,000.00.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

##### **4.2 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 with Section 2. Any expedited delivery charges for 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 Contractor's Cost for Parts for each individual part, the markup 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 the order by which parts appear on the Contractor's invoice.
4. Complete address of Contractor, release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

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. Subcontracted work shall be limited to highly specialized repairs (including, but not limited to, motor rewinding, etc.) that are not within the Contractor's abilities to perform. Subcontracted work of this type shall be billed to the Agency at Contractor's cost and shall have all of the documentation requirements specified herein apply to it when being invoiced.

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.



**SECTION 6: AWARD CRITERIA**

The State of West Virginia shall award this Contract according to the following award criteria. Failure to list the hourly rate on the Bid Form will result in disqualification of the Contractor's bid. If the Contractor fails to list the markup % and Multiplier, the parts will be provided at Contractor cost. The amounts of hours and the aggregate expenditure of supplied parts are estimates, used only as a basis for award of the Contract. **Actual amounts required during the life of the Contract may be greater or lower.**

**The following formula shall be used to award the Contract:  $A + B = C$  (Total Bid)**

Following is a **sample** bid tabulation for reference only. The award shall be based on the lowest combination of hourly rate total and parts markup total per the attached bid scenario.

NOTE: The multiplier listed below is derived by taking the parts percentage markup and converting it to a multiplier factor. For example, a 25% markup would equal a multiplier of 1.25.

Flat Hourly Rate \$ <u>50.00</u> X 22,000 hours =	\$ <u>1,100,000.00</u> (A)
Cost for Parts \$750,000.00 X Markup ( <u>25 %</u> ) <u>1.25</u> =	\$ <u>937,500.00</u> (B)
<b>Total Bid</b>	\$ <u>2,073,500.00</u> (C)

\*\*The volume of the work to be performed during each period of the day is approximate and for reference only:

90% performed Monday through Friday 7am-5pm  
04% performed Monday through Friday 5:01pm-6:59am  
04% performed on Saturday or Sunday  
02% performed on Holidays

\*\*No different hourly rate shall be provided for any hour(s) of any day(s) regardless of whether work is performed day or night, weekday, weekend, or holiday.

**GSD106436A ATTACHMENT A: BID FORM**

Flat Hourly Rate \$  X 22,000 hours =  (A)

Cost for Parts \$750,000 X Markup (%) 1.  =  (B)

Total Bid  (C)

**CONTACT INFORMATION**

Company Name:

Address

Contractor Contact Name

Contractor Phone Number

Contractor Fax Number

Contractor Email Address

Please provide the following numbers below:

24 Hour Phone Number for Corrective Maintenance Service Calls:

Fax/email for Release Order Receipt:

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## GSD Equipment List

Description	Manufacturer	Category	Building	Model	Quantity
GAS FIRED PACKAGE	YORK	HEATING	Rehab Bldg A	DMO78N15A2AAA1A	1
ROOF TOP UNIT	TRANE	RTU	Rehab Bldg A	M2110404009D	1
HEAT PUMP	YORK		Rehab Bldg A	SHPO90-HPO-17A	1
AIR CONDITIONING UNIT	INTERTHERM	ACU	Rehab Bldg A	3JE29CN304C6	1
GAS FIRED PACKAGE	YORK	HEATING	Rehab Bldg A	DINA036NO7206C	1
ROOF TOP HEAT PUMP	YORK	RTU	Rehab Bldg A	NOC7482861	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab Bldg A	CG40C	1
BOILER	PEERLESS	BOILER	Rehab Bldg A	210-13-W	1
BOILER	PEERLESS	BOILER	Rehab Bldg A	210-11-W	1
BOILER	PEERLESS	BOILER	Rehab Bldg A	170-8-W	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab Bldg A	TTA090 A300A	1
SPLIT GAS FURNACE	YORK	HEATING	Rehab Bldg A	P3HUD20N1040A	1
SPLIT GAS FURNACE	YORK	HEATING	Rehab Bldg A	93HUC16N09201A	1
HEAT PUMP	TRANE	RTU	Rehab Bldg A	WCC024F1008G	1
5-TON CONDENSER	TRANE	ACU	Rehab Bldg A	BTA0600300AD	1
AIR CONDITIONING UNIT	CARRIER	ACU	Rehab Bldg B	38GR005800	1
AIR CONDITIONING UNIT	CARRIER	ACU	Rehab Bldg B	38CKC060640	1
FURNACE	YORK	HEATING	Rehab Bldg C	PICKD20N09601A	1
FURNACE	YORK	HEATING	Rehab Bldg C	P2MPD20N1120F	2
FURNACE	YORK	HEATING	Rehab Bldg C	P2MPD16N09601E	2
FURNACE	YORK	HEATING	Rehab Bldg C	P2MPD16N096016	1
AIR HANDLER AND CONDENSER	PAYNE	ACU	Rehab Bldg C	PF1MN8024	1
FURNACE	TRANE	HEATING	Rehab Bldg C	TWC024B140A1	1
GAS FIRED PACKAGE	YORK	HEATING	Rehab Bldg C	DINA060N11025A	1
BOILER	PEERLESS	BOILER	Rehab Bldg C	210-6-W	1
AIR HANDLER AND CONDENSER	CARRIER	ACU	Rehab, Chapel	FB4BNF042	1
AIR HANDLER AND CONDENSER	FRIGIDAIRE	ACU	Rehab, Chapel	GB5BM-742B	1
AIR CONDITIONING UNIT	CARRIER	ACU	Rehab, Bldg E	50DG008400	1
HEAT PUMP	TRANE	ACU	Rehab, Bldg E	WCCO48F1008G	1
AIR CONDITIONING UNIT	WHIRLPOOL	ACU	Rehab, Bldg E	NPABAS9AH01	1
AIR CONDITIONING UNIT	SINGER	ACU	Rehab, Bldg E		1

## GSD Equipment List

HEAT PUMP	CARRIER	ACU	Rehab, Bidg E	500P0094000A	1
HEAT PUMP	CARRIER	ACU	Rehab, Bidg E	50PQ008510	2
HEAT PUMP	CARRIER	ACU	Rehab, Bidg E	50PQ0010510	1
BOILER	PEERLESS	BOILER	Rehab, Bidg E	Z10-10-W	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bidg E	TCH180B300HB	1
SPLIT HEAT PUMP	LUXAIRE	HEATING	Rehab, Bidg E	N-AHB1206A/EBBA-F0245A	1
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bidg F	18N-J3	2
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bidg F	YCC036F3H0BC	2
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bidg F	YCC048F3M0BD	1
SPLIT HEAT PUMP	LUXAIRE	HEATING	Rehab, Bidg F	N-AHB1206A/EBBA-F0245A	1
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	CC19085	2
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	FV40085	1
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	FV30085	1
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	SPH8-48	2
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	FV330887	2
HEAT PUMP	SINGER	HEATING	Rehab, F Ray Power	SPH5	2
CONTROL PANEL	JOHNSON	CONTROL	Rehab, F Ray Power		2
CONTROL PANEL	SINGER	CONTROL	Rehab, F Ray Power		1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, F Ray Power	RAUA300-MC	1
AIR CONDITIONING UNIT	YORK	RTU	Rehab, F Ray Power	DIEB030A06B	2
SPLIT SYSTEM	TRANE	ACU	Rehab, F Ray Power	BTD736A100B0	1
20 TON HEAT PUMP	CARRIER	HEATING	Rehab, Bidg H	50EQ024600HA	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bidg H	TCD180B300HA	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bidg H	CG75C	1
2.5 TON AIR CONDITIONER	HEIL	ACU	Rehab, Bidg H	CA303QXBI	1
HEAT PUMP	YORK	HEATING	Rehab, Bidg H	B1HA042A46B	1
AIR CONDITIONING UNIT	WHIRLPOOL	ACU	Rehab, Bidg H	NRGF24D8802	2
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bidg H	1BLN-43	1
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bidg H	1BLN-J3	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bidg H	TCC018F100BG	2



## GSD Equipment List

HEATER	REZNOR	HEATING	Rehab, Bldg H	RGB150-8-5-2	1
SPLIT SYSTEM	TRANE	ACU	Rehab, Bldg H	TTR012C100A1	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	B3CH048A25C	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA042NO360C	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA036NO360C	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA030NO360C	3
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg J	DINA018NO360C	1
20 TON HEAT PUMP	TRANE	HEATING	Rehab, Bldg K	50EQ024520HA	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	COHE60-25A	2
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	CA91-25G	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	MCE48-25A	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg K	CXDHE60-25A	1
HEAT PUMP	HEIL	HEATING	Rehab, Bldg K	NPHB030AKOL	1
BOILER	AMERICAN STANDARD	BOILER	Rehab, Bldg K	1BL-N-J-3	1
AIR CONDITIONING UNIT	GENERAL ELECTRIC	ACU	Rehab, Bldg L	81892A100A1	1
AIR CONDITIONING UNIT	YORK	ACU	Rehab, Bldg L	MC848-10A	1
SPLIT SYSTEM		ACU	Rehab, Bldg L	388A003510	1
SPLIT SYSTEM		ACU	Rehab, Bldg L	NAC060AKA1	1
AIR CONDITIONING UNIT	TRANE	ACU	Rehab, Bldg M	RAUB-624-A	1
AIR CONDITIONING UNIT	DUCANE	ACU	Rehab, Bldg R	AC10B60	1
SERIES R	TRANE	ACU	Rehab, Bldg R	RATC 2504	1
AIR HANDLER		AHU	Bldg 01, Main Capitol		8
CONDENSATE STATION		HEATING	Bldg 01, Main Capitol		11
ROOF TOP AIR COOLED CONDENSER	Trane	ACU	Bldg 01, Main Capitol		2
FAN COIL UNIT	Carrier	FCU	Bldg 01, Main Capitol	BCHC054A1A0A1f04D	6
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	39BA050B12	6
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	K70370339030	2
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-08a0b-a2a	15
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-056A0B-A1A	4
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	42CK5	16
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-06A0B-A1A	20
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	XTI-048X075-DALAO46A	3

## GSD Equipmant List

FAN COIL UNIT		FCU	Bldg 01, Main Capitol	TVRA-04A0B-A1H	40
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	E7V208AB	6
FAN COIL UNIT		FCU	Bldg 01, Main Capitol	FCB80801MAA0G20	8
CHILLED WATER CIRCULATING PUMP		PUMP	Bldg 01, Main Capitol	3G-11.625-BF 1510	5
AIR HANDLER UNIT(RETURN)		AHU	Bldg 03, Old DMV		5
AIR HANDLER UNIT(SUPPLY)		AHU	Bldg 03, Old DMV		5
CONDENSATE STATION		HEATING	Bldg 03, Old DMV		1
CHILLED WATER COOLINGPUMP		PUMP	Bldg 03, Old DMV	4AC 6.125BF	1
CHILLED WATER LOOP VALVE		VALVE	Bldg 03, Old DMV		1
CHRYSLER AIR TEMP UNIT		ACU	Bldg 03, Old DMV	34A5026	1
FAN		EXFAN	Bldg 03, Old DMV		8
HOT WATER CIRCULATING PUMP		PUMP	Bldg 03, Old DMV		2
EXHAUST FAN		EXFAN	Bldg 04, 112 Calif.		1
INTERIOR ROOMTOP UNIT	Carrier	ACU	Bldg 04, 112 Calif.	50AH060500	1
BLDG 4 WINDOW UNITS		ACU	Bldg 04, 112 Calif.		242
AIR HANDLER UNIT		AHU	Bldg 04, 112 Calif.		4
BACK FLOW PREVENTER - WINDOW UNIT PUMPS LOOP		CHILLED WATER		RPZ 1.5" 009M2 QT	1
CHILLED WATER PUMP		PUMP	Bldg 04, 112 Calif.		1
CHILLED WATER LOOP VALVE		VALVE	Bldg 04, 112 Calif.		1
CONTROL PANEL		HVAC	Bldg 04, 112 Calif.		1
ELECTRIC HEATER		HEATING	Bldg 04, 112 Calif.	3UG73	2
ELECTRIC HEATER		HEATING	Bldg 04, 112 Calif.	2YU72	1
CONTROL PANEL FOR METASYS			Bldg 04, 112 Calif.		1
STEAM HEATER		HEATING	Bldg 04, 112 Calif.	5PV50A	2
WATER CIRCULATING PUMP		PUMP	Bldg 04, 112 Calif.		4
CONDENSATE HOLDING TANK		HEATING	Bldg 05, DOH		1
Control Room Air Conditioner		AHU	Bldg 05, DOH	40RMSO12-601HC	2
AIR HANDLER UNITONE RETURN		AHU	Bldg 05, DOH	LMZ12030D	2
AIR HANDLER		AHU	Bldg 05, DOH		7
CONDENSATE STATION- AH1		HEATING	Bldg 05, DOH		7
CHILLED WATER PUMP ONE		PUMP	Bldg 05, DOH		8

## GSD Equipment List

CHILLED WATER LOOP VALVE	VALVE	Bldg 05, DOH		1
EXHAUST FAN	EXFAN	Bldg 05, DOH	2-26164-6	2
BUILDING FIVE HOT WATER CIR.	PUMP	Bldg 05, DOH		2
BUILDING FIVE WINDOW UNITS		Bldg 05, DOH		675
AIR HANDLER UNIT RETURN FAN	AHU	Bldg 6, California		2
AIR HANDLER UNIT SUPPLY FAN	AHU	Bldg 6, California	9565-AR	2
AIR HANDLER UNIT SUPPLY	AHU	Bldg 6, California	SIN9559	5
CHILLED Wtr PUMP AIR HANDLERS	PUMP	Bldg 6, California	GBPA-BF	3
CHILLED WATER LOOP VALVE	VALVE	Bldg 6, California		9
HOT WATER CIRCULATING PUMP	PUMP	Bldg 6, California		1
WINDOW UNITS- all floors		Bldg 6, California		530
CONTROLS SYSTEM		Bldg 6, California		2
AIR HANDLER UNIT	AHU	Bldg 7, Conference Ctr'		1
AIR CONDITIONING UNIT	ACU	Bldg 8, Governor's		1
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV012W4D12R00	2
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	8-165421-01	1
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV030W4D622R00	1
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	5K675BA	5
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV020W4D622R00	5
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	6XJ65	2
AIR HANDLER UNIT	AHU	Bldg 8, Governor's	AV016W4D412R00	1
CHILLED WATER LOOP VALVE	VALVE	Bldg 9, Cultural Center		4
AIR HANDLER UNIT	AHU	Bldg 9, Cultural Center		2
BOILER	BOILER	Bldg 9, Cultural Center		1
REHEAT COIL	RHC	Bldg 11, Chiller Plant		2
Heat Exchanger Free Cooling	ACU	Bldg 11, Chiller Plant	AT 80 B-20	5
Air Conditioning Unit	ACU	Bldg 11, Chiller Plant	CVHF770	4
Constant Air Volume Unit	CAV	Bldg 11, Chiller Plant		5
COOLING TOWER	COOL TOWER	Bldg 11, Chiller Plant		4
CHILLED WATER PUMP	PUMP	Bldg 11, Chiller Plant	VSCS 11.875 BF RHR 0F3440	2

## GSD Equipment List

CHILLED WATER RUN-AROUND PUMP 600T		PUMP	Bldg 11, Chiller Plant	VSCS 8.000 BF LHR	3
CHILLED RUN-AROUND PUMP		PUMP	Bldg 11, Chiller Plant	VSCS 11.750 BF LHR	2
CHILLED WATER TOWER PUMP 600T		PUMP	Bldg 11, Chiller Plant	VSCS 10.000 BF RHR	3
CHILLED WATER TOWER PUMP		PUMP	Bldg 11, Chiller Plant	VSCS 16.750 BF RHR	1
EVAPORATOR PUMP		PUMP	Bldg 11, Chiller Plant	T625A	1
CHILLED WATER CIRC PUMP - RTU1		PUMP	Bldg 11, Chiller Plant		5
DOLPHIN TREATMENT UNIT 1		DOLPHIN	Bldg 11, Chiller Plant		
EXHAUST FAN		EXFAN	Bldg 11, Chiller Plant	GB-071-6-X	1
ROOF TOP UNIT		AHU	Bldg 11, Chiller Plant	XT0-045X048-EEJE146A	1
WALL HEATER - EAST STAIRS		HEATING	Bldg 11, Chiller Plant	F1500	1
WALL HEATER - WEST STAIRS		HEATING	Bldg 11, Chiller Plant	WH3150	1
BUILDING 14 EVAPORATOR COIL - BASEMENT		ACU	Bldg 14, Quarrier St.	U-29	1
BUILDING 14 CONDENSING UNIT - OUTSIDE NORTH		ACU	Bldg 14, Quarrier St.	CKL24-1F	1
BUILDING 14 FAN COIL UNIT w/ELECTRIC HEAT - 3RD FLOOR ATTIC		HEAT PUMP	Bldg 14, Quarrier St.	ARUF042-00A-1	1
GAS FURNACE		ACU	Bldg 14, Quarrier St.	GMNT060-3B	1
HEAT PUMP CONDENSING UNIT		HEAT PUMP	Bldg 14, Quarrier St.	CPL342-1	2
HEAT PUMP		HEAT PUMP	Bldg 15, Purchasing	F3EH090A33A	2
HEAT PUMP/ CONDENSING UNIT		HEAT PUMP	Bldg 15, Purchasing	E3FB09A25A	2
HEAT PUMP		HEAT PUMP	Bldg 15, Purchasing	2H504502625A	3
ROOF TOP UNIT		ACU	Bldg 15, Purchasing	50TJQ008 - 501GA	1
WALL HEATER		HEATING	Bldg 15, Purchasing	5E182D	1
LAUNDRY - KITCHEN A/C UNIT		AHU	Bldg 16, Daycare	TWE036C14080	2
BUILDING FAN UNIT		AHU	Bldg 16, Daycare	BAF-DWDI	1
BUILDING 16 FURNACE		BOILER	Bldg 16, Daycare	CRI-G-10	20
WINDOW A/C UNIT		ACU	Bldg 16, Daycare	XCE183D	1
BOILER WATER -CIRCULATING PUMP		PUMP	Bldg 17, Finance	6T-2	1
BOILER WATER -CIRCULATING PUMP		PUMP	Bldg 17, Finance	4GIT	2
CIRCULATING PUMP		PUMP	Bldg 17, Finance	BA-100	1

## GSD Equipment List

COOLING TOWER		COOL TOWER	Bldg 17, Finance	BF102721JKH	1
COOLING TOWER CIRCULATING PUMP		PUMP	Bldg 17, Finance	3642	2
EXHAUST FAN		EXFAN	Bldg 17, Finance	2C960C	8
Heat Pump First Floor tag cc140		HEAT PUMP	Bldg 17, Finance	GEHB015111TO1AOLR001000	8
Heat Pump second Floor tag CC190		HEAT PUMP	Bldg 17, Finance	01000000	4
Heat Pump second Floor tag CC260		HEAT PUMP	Bldg 17, Finance	01000000	2
Heat Pump First Floor tag cc100		HEAT PUMP	Bldg 17, Finance	GEHB0019111TO1AOLR00100	2
BUILDING 17 HEAT PUMP - LOOP PUMP 1		PUMP	Bldg 17, Finance	1-1 1/4x 1-1/2x9xPF	3
MAKE-UP AIR UNIT		AHU	Bldg 17, Finance	L0310	5
WALL HEATER		HEATING	Bldg 17, Finance	5E183D	1
AIR CONDITIONING UNIT		FCU	Bldg 18, Michigan Ave	AHD60D2CH21B	1
CONDENSER UNIT		ACU	Bldg 18, Michigan Ave		6
AIR HANDLER UNIT		AHU	Bldg 22, Tax & Revenue	CCDB14ENEG	2
BOILER	Weill McLain	BOILER	Bldg 22, Tax & Revenue	L G-B-17	1
CHILLER		ACU	Bldg 22, Tax & Revenue		1
HANING HEATING UNIT	Trane	HEATING	Bldg 22, Tax & Revenue	USHA-060S-8C-AAC	2
HOT WATER CIRCU. PUMP ONE		PUMP	Bldg 22, Tax & Revenue		1
COOLING UNIT WATER SOURCE	Trane	ACU	Bldg 23, Beckley	GEVA02431CA120	2
ROOF TOP AIR HANDLER		AHU	Bldg 23, Beckley	TSB017U0F	1
MAIN UNIT BOILER		BOILER	Bldg 23, Beckley	K 5018	1
COOLING TOWER		COOL TOWER	Bldg 23, Beckley	F1733KM	10
WATER SOURCE HEAT PUMP		HEAT PUMP	Bldg 23, Beckley	CCH036AMFE	2
WATER SOURCE HEAT PUMP		HEAT PUMP	Bldg 23, Beckley	CCH019AMGE	5
WATER SOURCE HEAT PUMP		HEAT PUMP	Bldg 23, Beckley	CCH024AMIFS	11
WATER SOURCE HEAT PUMP		HEAT PUMP	Bldg 23, Beckley	CCH030AMIFS	1
WATER SOURCE HEAT PUMP		HEAT PUMP	Bldg 23, Beckley	CCH042AMFE	3



## GSD Equipment List

WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	50HQA036ZMC3DA	1
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH048AMFS	1
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 23, Beckley	CCH015AMGS	2
Closed Loop System	PUMP	Bldg 23, Beckley	WC 88R0758801 B	2
BOILER	BOILER	Bldg 25, Parkersburg	H-0724A-CCRCBA	1
COOLING TOWER	COOL			
CHILLED WATER CIRCULATING PUMP	TOWER	Bldg 25, Parkersburg	EFC-C-222-3LH	1
WATER SOURCE HEAT PUMP	PUMP	Bldg 25, Parkersburg	3089K241	19
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	CCH048AMTS	15
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	CCH036AMTS	2
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	FCW060AMTL	2
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 25, Parkersburg	CCH024AMTS	5
EXHAUST FAN 2	EXFAN	Bldg 32, Huntington	VEBK15/3000CFM	5
Building Rooftop units	AHU	Bldg 32, Huntington	YCD300B4HAGA	6
Building Split unit	ACU		C38ANI02110E/40QNB8012	
Compressor/Evaporator Coil	ACU	Bldg 32, Huntington	00	114
Variable Air Volume	VAV	Bldg 32, Huntington	VADA10B00Q0	2
ELECRIC HANGING HEATER	HEATING	Bldg 33, Central Mail	2YU74	1
EXHAUST FAN	EXFAN	Bldg 33, Central Mail	3GY74	1
GAS FURNACE	HEATING	Bldg 33, Central Mail	ZS13LHJ1G	3
GAS HANGING HEATER	HEATING	Bldg 33, Central Mail	RL920N324	1
BUILDING ROOF TOP UNIT	AHU	Bldg 33, Central Mail	50TJ-008-521GA	1
BUILDING ROOF TOP UNIT	AHU	Bldg 33, Central Mail	TTA060D300A1	1
Building Rooftop unit #1	AHU	Bldg 33, Central Mail	48TFD014-611HS	1
EXHAUST FAN 1	EXFAN	Bldg 34, Weirton, WV	GB-161-5	1
EXHAUST FAN 2	EXFAN	Bldg 34, Weirton, WV	SP-A1410	4
CEILING STAIRWELL HEATER	HEATING	Bldg 34, Weirton, WV	G3485	6
Building Rooftop unit #1	AHU	Bldg 34, Weirton, WV	48TFD014-611HS	5
Building Split unit	ACU	Bldg 34, Weirton, WV		
Compressor/Evaporator Coil	ACU	Bldg 34, Weirton, WV	40QNB009100	1
TRANE CHILLER	ACU	Bldg 36, One Davis Sq.	CVHE025FDK2EB2352DEI15	
ACU Liebert	ACU	Bldg 36, One Davis Sq.	CAZA000	1
			UH245AUA10D	6

## GSD Equipmant List

AIR HANDLER	AHU	Bldg 36, One Davis Sq.	COAA 12k	1
SELLERS ENGINEERING BOILER	BOILER	Bldg 36, One Davis Sq.	15 COMMODORE C-30-W	1
COOLING TOWER	COOL TOWER	Bldg 36, One Davis Sq.	VXT-N215CR	2
CHILLED WATER CIRCULATING PUMP	PUMP	Bldg 36, One Davis Sq.	48C-87/8-BFW	6
EXHAUST FAN	EXFAN	Bldg 36, One Davis Sq.	4HZ45	2
BUILDING FAN MAKEUP UNIT	AHU	Bldg 36, One Davis Sq.	7850115-01-0J	1
FAN COIL UNIT	FCU	Bldg 36, One Davis Sq.	AZ28E09DABM2	3
Stairwell Heater	HEATING	Bldg 36, One Davis Sq.	3407-1	2
Hanging Heater	HEATING	Bldg 36, One Davis Sq.	UHSA-0605-8C-AA	2
HOT WATER CIRCULATING PUMP	PUMP	Bldg 36, One Davis Sq.	21/2AB-63/4-BFW	1
A/C Unit	ACU	Bldg 37, Kanawha City	MRU-381-A	1
CONDENSER UNIT	ACU	Bldg 37, Kanawha City	FCB16SM	2
BOILER	BOILER	Bldg 37, Kanawha City	AB250-W-FDG	3
CIRCULATION PUMP	PUMP	Bldg 37, Kanawha City	6X6X10	2
COMBUSTION AIR INLET HOOD	BOILER	Bldg 37, Kanawha City	FR1R-1Z212-A	5
CEILING HEATER	HEATING	Bldg 37, Kanawha City	G3483TA1S71RCH3TA1S	7
EXHAUST FAN 01 UPPER ROOF	EXFAN	Bldg 37, Kanawha City	GB-200-7-X	3
HVAC UNIT	AHU	Bldg 37, Kanawha City		1
UNIT HEATER	HEATING	Bldg 37, Kanawha City	3UF80	8
WALL HEATER	HEATING	Bldg 37, Kanawha City	AFA7-38DG325TTD-RP	2
WALL HEATER	HEATING	Bldg 37, Kanawha City	C1512TAA	8
ROOFTOP UNITS	AHU	Bldg 74, Plaza, So Chas	TCD180B400HB	15
VARIABLE AIR VOLUME	VAV	Bldg 74, Plaza, So Chas	XUB-KV15	1
ROOF TOP UNIT	ACU	Bldg 84, Greenbrier St.	Y144AW24E2KDBB8C	4
ROOF TOP UNIT	ACU	Bldg 84, Greenbrier St.	YCD060C4H08D	2
HANGING A/C UNIT	ACU	Bldg 84, Greenbrier St.	DMC037A-yLL	1
BOILER	BOILER	Bldg 84, Greenbrier St.	T-C-900	1
HANGING HEATER FURNACE	HEATING	Bldg 84, Greenbrier St.	FA44ANF036	1
HANGING A/C UNIT	ACU	Bldg 84, Greenbrier St.	1101e21245	1
VAV DAMPER	VAV	Bldg 84, Greenbrier St.	98423700	13
EXHAUST FAN	EXFAN	Bldg 86, Summers Bldg	365-B	4

## GSD Equipment List

BOILER	BOILER	Bldg 86, Summers Bidg	AM-300	1
COOLING TOWER PUMP	PUMP	Bldg 86, Summers Bidg	(PART NO) 300520	4
CONDENSING UNIT	ACU	Bldg 86, Summers Bidg	38HDR048-311	3
ELECTRIC HEATER	HEATING	Bldg 86, Summers Bidg	2YU73	24
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 86, Summers Bidg	HL036ESSC BGCSB	16
WATER SOURCE HEAT PUMP	HEAT PUMP	Bldg 86, Summers Bidg	50HQA0605MCG01DA	8
Water Source Heat Pump	HEAT PUMP	Bldg 86, Summers Bidg	NOC10480B0000000	1
HEAT PUMP WATER LOOP PIPING	PUMP	Bldg 86, Summers Bidg		2
HEAT RECOVERY UNIT	HEATING	Bldg 86, Summers Bidg		3
PRIMARY PUMP	PUMP	Bldg 86, Summers Bidg	FE4008E2G1FZLOA	4
CIRCULATION PUMP	PUMP	Bldg 86, Summers Bidg	1641C3N4	3
EXHAUST FAN	EXFAN	Bldg 97, Williamson	70ACE-70C2B	1
BUILDING ROOF TOP UNIT	AHU	Bldg 97, Williamson	SFHFC40EJ846A6AD9001AO	1
BUILDING SPLIT UNIT			C000G000	
COMPRESSOR/EVAPORATOR COIL	ACU	Bldg 97, Williamson	DAMA0112-AO / DRCU0312	29
VARIABLE AIR VOLUME	VAV	Bldg 97, Williamson	VCEF08000G0DD04D00000I 2W0A0401	1

**GSD106436A ATTACHMENT C: BUILDINGS LIST****Buildings to be Included in HVAC Maintenance Contract:****(Buildings can be added to this list during the life of the contract only by mutual agreement of both the GSD and the Contractor, accomplished by formal change order)**

Building	Description	Location
B01	Bldg. 01 Main Capitol	Capitol Complex
B03	Bldg. 03 Motor Vehicles	Capitol Complex
B04	Bldg. 04 112 California Avenue	Capitol Complex
B05	Bldg. 05 Dept of Highways	Capitol Complex
B06	Bldg. 06 California Avenue	Capitol Complex
B07	Bldg. 07 Conference Center	Capitol Complex
B08	Bldg. 08 - Governor's Mansion	Capitol Complex
B09	Bldg. 09 Cultural Center	Capitol Complex
B10	Bldg. 10 Holly Grove	Capitol Complex
B11	Bldg. 11 Central Chiller Plant	Capitol Complex
B13	Bldg. 13 Parking Garage	Capitol Complex
B14	Bldg. 14 2006 Quarrier Street	Capitol Complex
B15	Bldg. 15 Purchasing	Capitol Complex
B16	Bldg. 16 Capitol Daycare	Capitol Complex
B17	Bldg. 17 Finance	Capitol Complex
B18	Bldg. 18 103 Michigan Avenue	Capitol Complex
B20	Bldg. 20 Records Management	Capitol Complex
B22	Bldg. 22 WV Tax And Revenue Center	Capitol Complex
B23	Bldg. 23 State Office Complex	Beckley
B25	Bldg. 25 State Office Complex	Parkersburg
B27	Bldg. 27 Surplus Property	Dunbar
B29	Bldg. 29 Yeager Airport Hanger	Capitol Complex
B32	Bldg. 32 Huntington Workforce WV	Yeager Airport Exec.
B33	Bldg. 33 Central Mail And Craft Shop	Capitol Complex
B34	Bldg. 34 Weirton	Weirton, WV
B86	Summers Bldg, Smith Street	Charleston
B36	DHHR/One Davis Square	Capitol & Summers St.
B37	Bldg. 37 Dept of EPA-Kanawha City	Kanawha City
B38	Bldg. 38 Dept of Public Safety	So. Charleston
B74	Bldg. 74 Plaza IV	So. Charleston
B84	Bldg. 84 1409 Greenbrier Street Charleston	Charleston
B86	Greenbrooke Building, Smith St, Charleston	Charleston
B97	Bldg 97 203 <sup>rd</sup> Ave Williamson	Williamson, WV
B98	Grounds, 321 Michigan Ave.	Capitol Complex

# 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:

Signed: 

Date:

Title: 31 Aug 11

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



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 Service

Authorized Signature: [Signature] Date: 31 Aug 11

State of West Virginia

County of Kanawha, to-wit:

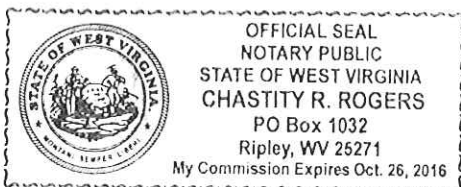
Taken, subscribed, and sworn to before me this 31 day of August, 2011.

My Commission expires October 26, 2016

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Chastity R. Rogers]





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  
 GSD106436A

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Casto Technical Services  
 540 Leon Sullivan Way  
 Charleston, WV 25301

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/09/2011				

BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				ADD THE FOLLOWING LANGUAGE TO THE SPECIFICATIONS:		
				'WAGE RATES: THE CONTRACTOR OR SUBCONTRACTORS SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY OF WORK, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, DEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)'		
				BID OPENING DATE REMAINS: 08/31/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	HR		910-36		
				OPEN END CONTRACT FOR HVAC MAINTENANCE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Tim Vandeborne	TELEPHONE	304-346-0549	DATE	August 31, 2011
TITLE	Sales Manager	FEIN	55-0539186	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](http://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).