



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 1054654		<b>Reason for Modification:</b>	
<b>Doc Description:</b> (Construction) - Summersville Armory- HVAC Replacement			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-06-02	2022-07-06 13:30	CRFQ 0603 ADJ2200000029	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** VS0000039796

**Vendor Name :** Truetech Mechanical LLC

**Address :** P.O. Box 3

**Street :** 412 Steward Lane

**City :** Mount Nebo


**State :** WV **Country :** US **Zip :** 26679

**Principal Contact :** Chad Tiller

**Vendor Contact Phone:** 3046519413 **Extension:**

07/05/22 10:19:55  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X**  **FEIN#** 84-4907917 **DATE** 7/5/22

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete, the removal and proper disposal of the existing HVAC equipment and install new HVAC equipment, at the Summersville National Guard Armory, in Summersville, WV, per the attached specifications.

Mandatory Pre-Bid Meeting: June 22, 2022 at 10:30 am est., in Summersville, see attached.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		SUMMERSVILLE NATIONAL GUARD ARMORY 3 ARMORY WAY	
CHARLESTON	WV	SUMMERSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Base Bid- Contract Item#1- Remove and replace VAV's	29		See Pricing sheet	

Comm Code	Manufacturer	Specification	Model #
72000000	Titus		DESV

**Extended Description:**

BASE BID-Contract Item#1- Labor, materials and all associated costs to remove and dispose of 29 old VAV's and install new VAV's and controls per the attached specifications.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		SUMMERSVILLE NATIONAL GUARD ARMORY 3 ARMORY WAY	
CHARLESTON	WV	SUMMERSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Base Bid- Contract Item#2- Remove and replace RTU	1		See pricing sheet	

Comm Code	Manufacturer	Specification	Model #
72000000	AAON		RN60

**Extended Description:**

Base Bid- Contract Item #2- .Labor, materials and all associated costs to remove and dispose of old HVAC RTU Roof Top unit and install new Aaon Model RN60 or equal per the attached specifications.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		SUMMERSVILLE NATIONAL GUARD ARMORY 3 ARMORY WAY	
CHARLESTON US	WV	SUMMERSVILLE US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ALTERNATE #1- Remove and replace two (2) ERV's	2		See pricing sheet	

Comm Code	Manufacturer	Specification	Model #
72000000	AAON		RQ

**Extended Description:**

ALTERNATE # 1- Labor, materials and all associated costs to remove and dispose of two (2) Greenheck ERV's (Energy Recovery Ventilators) units and install new per the attached specifications.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am est.	2022-06-22
2	Technical Questions Deadline at Noon est.	2022-06-27

	Document Phase	Document Description	Page
ADJ2200000029	Draft	(Construction) - Summersville Armory- HVAC Replacement	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV Army National Guard  
Summersville Armory  
3 Armory Way  
Summersville, WV 26651  
June 22, 2022 at 10:30am

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: June 27, 2022 at Noon est.

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [David.H.Pauline@wv.gov](mailto:David.H.Pauline@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 6, 2022 at 1:30 pm est.

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's

specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or



minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *WV*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One hundred twenty (120) calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*Please make Insurance Certificate Holder to Read\*\*\*  
West Virginia Army National Guard  
1707 Coonskin Drive, Charleston, WV 25311**
- 
- 
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and 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.

**36. INDEMNIFICATION:** The Vendor 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 Vendor, 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;



(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer

stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

#### **7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:**      Truetech Mechanical LLC

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Air Systems	WV009783
Rigney Digital Systems	WV059674

Attach additional pages if necessary


**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Chad Tiller, Owner  
(Printed Name and Title) Chad Tiller, Owner  
(Address) P.O. Box 3 Mount Nebo WV 26679  
(Phone Number) / (Fax Number) 3046519413  
(email address) ctiller@truetechwv.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WYOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Truetech Mechanical LLC

(Company) \_\_\_\_\_  
 Chad Tiller, Owner  
(Authorized Signature) (Representative Name, Title)  
Chad Tiller, Owner, 7/5/22  
(Printed Name and Title of Authorized Representative) (Date)  
3046519413  
(Phone Number) (Fax Number)  
ctiller@truetechwv.com  
(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ22\*29  
Summersville Armory HVAC Replacement- Summersville, WV

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO REPLACE HVAC SYSTEMS, AT THE SUMMERSVILLE ARMORY FACILITY, IN SUMMERSVILLE, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

**Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, are equally adaptable to the conditions, as approved by the agency.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

2.1 **“Construction Services”** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to replace the HVAC Systems as noted in the specifications at the Summersville National Guard Armory located at 3 Armory Way, Summersville, WV as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-C, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-C, Vendors can obtain copies in accordance with Section 9 of these Specifications.

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Summersville Armory HVAC Replacement- Summersville, WV

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3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects and have at least five (5) years of experience in installing the specified roofing system and that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. **This project contains one (1) alternate.**
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

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**9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-C or any subsequent addenda modifying Exhibit(s) B-C.

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Contractor is responsible for removing all construction debris daily.

**10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.



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**10.5. Payment:**

**10.5.1** Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**10.5.2** Invoices shall be submitted for payment (in arrears) and must include the following information:

**10.5.2.1** Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

**10.5.2.2** Invoices shall be mailed to the following address:

WV Army National Guard  
Construction & Facilities Management Office  
1707 Coonskin Drive  
Attn: Accounts Payable  
Charleston, WV 25311

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

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**Contract Manager:** Chad Tiller

**Telephone Number:** 3046519413

**Fax Number:** N/A

**Email Address:** ctiller@truetechwv.com

- a. Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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**EXHIBIT A – Pricing Page**

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**EXHIBIT B – PROJECT PLANS**

**13. GENERAL REQUIREMENTS:**

**13.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**13.1.1** All work to be performed according to specifications provided in the following attachments.

**13.1.1.1 Exhibit A Pricing Page**

**13.1.1.2 Exhibit C Construction Scope of Work**

**14. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

**15. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

**16. PROJECT SPECIFIC CONDITIONS OF THE WORK**

**16.1 Limits of Work**

**16.1.1** Work areas will be limited to those spaces required for access to the jobsites.

**16.1.2** Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.

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**16.1.3** Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work.

Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

**16.2 Contractor Visitor Badges**

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

**16.3 Work Restrictions**

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

**16.4 Parking**

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

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**16.5 Codes**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

**16.6 Safety**

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

**16.7 Hot Work Permit**

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**16.8 Workmanship**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

# CRFQ ADJ22\*29 - EXHIBIT C-Construction Scope of Work

## WEST VIRGINIA ARMY NATIONAL GUARD

### SUMMERSVILLE ARMORY LOCATED IN SUMMERSVILLE, WV

#### HVAC REPLACEMENT

#### Division 1 - General Requirements

##### 00200 Instructions to Bidders

- **Any and all contractual documents, information and procedures distributed by, or by any other means conveyed, by WV State Purchasing or the office of; supersedes the language in this document.**

##### 01100 Summary

The scope of work for this project is to perform all disciplines necessary to replace the existing VAV's, controls, RTU-B1 and an alternate bid for replacing ERV-1A and ERV-C1 at Summersville AFRC located in Summersville, WV. The requirements for this project are as follows:

##### VAV Replacement:

**1. General:** This project shall consist of demolishing complete and replacing twenty-nine (29) single duct variable air volume (VAV) terminals and replacing with new. This shall include replacement of the VAV direct digital controllers, actuators, and any control components required to provide fully functional VAV terminals. All required electrical demolition and reinstallation shall also be provided.

**2. Metal Work:** Demolish complete the existing VAV terminals and dispose of waste. Install new VAV terminals and make all required ductwork connections. Contractor is responsible for installing all required ductwork transitions to connect new VAV terminals to the existing ductwork. Support VAV terminals in accordance with manufacturer's requirements. Seal and insulate all new ductwork. VAV terminals shall be level and plumb. It is contractor's responsibility to determine left hand/right hand orientation and any duct modifications to ensure sufficient access to electric heater and controls compartments.

**3. Electrical Work:** Contractor shall re-use existing electrical circuits including existing breakers. Field verify before disconnecting that all circuits match the new VAV manufacturer specifications. All electrical work shall conform to the current National Electrical Code. Extend electrical circuits to new equipment as necessary.

**4. Air Balance Service:** Contractor to employ the services of an independent, certified air balance company. Re-calibration of airflow for each VAV terminal shall be included and

coordinated with the controls contractor. Air balance contractor shall submit a written report of all settings and any deficiencies found.

#### **5. VAV Terminal Basis of design:**

Single Duct Variable Air Volume Terminals: **Titus DESV SCR STYLE** or equal.

- Casing: 22 gauge steel, single wall
- Case lining: 1/2" thick fibrous-glass duct liner
- Air inlet: round stub connection
- Air outlet: S-slip and drive connections.
- Electric heat compartment enclosure: hinged door with electrical disconnect accessible from outside.
- Damper actuator compartment: provide NEMA 1 control enclosure with removable panel or hinged door.
- Electric Heater: provide electric SCR style heater controlled via 0-10vdc control signal provided by field installed DDC controller.
- Controls: factory-furnished control transformer 40VA min, airflow switch, heater contactor(s), and all required heater safety devices. DDC operating controls shall be field installed.

**6. Direct Digital Controls (DDC):** All existing VAV controllers, actuators, and zone temperature sensors shall be demolished complete. Re-use any existing controllers, actuators, or zone temperature sensors shall not be permitted. Existing control transformers and low voltage control wiring can be used if in satisfactory condition. Contractor to replace any failed or inappropriately sized control transformers at no additional cost to the owner. New control wiring shall be provided where existing control wiring is not in satisfactory condition or is not appropriate for the use at no additional cost to the owner. The new DDC for the VAV terminals shall be application specific for single duct VAV. A new damper actuator shall be provided either integral to the DDC controller or separate. New zone temperature sensor shall be furnished and installed and shall include a digital display. Digital display on the zone temperature sensors shall display current temperature, occupancy icon (sun/moon), mode icon (snowflake/flame), and shall display, and allow for adjustments of, the current cooling and heating set points.

Contractor shall also provide new DDC for all other existing HVAC equipment on site. See DDC point's lists below. BACnet to existing controls (or other communication protocols) SHALL NOT be acceptable. Contractor to furnish and install new digital controllers while preserving all unit safety circuits, whether shown in points lists or not. Contractor shall coordinate with owner as to the desired sequences of operation and shall submit these sequences to the owner for approval.

All new controllers installed for this project shall be networked together seamlessly with the existing ASI Controls communications bus (2 wire RS485 daisy-chain) and shall be interfaced to the existing ASI web-based building automation computer. "Seamlessly" means no hyperlink(s), software, or any other separate user logins shall be used to access the building automation



graphical interface other than the existing ASI controls web-based access point. "Web-based" means that the owner interface to the building automation system shall be through standard web browser software including Internet Explorer, Google Chrome, and or Mozilla Firefox. No proprietary software interfaces shall be permitted. Contractor shall also provide the owner with a licensed copy of any manufacturer's proprietary programming software; all necessary cables and interface hardware as required to interface the system and make fundamental programming changes from owner's laptop computer. User training of any software provided will also be included. Contractor will provide complete building graphics package displaying all relevant DDC equipment information on site.

### **DDC MINIMUM POINTS LIST**

VAV Terminals (Typical of 29):

- AI Zone Temperature
- AI Zone Temperature Setpoint Adjust
- AI Primary Airflow (CFM)
- AI Discharge Air Temperature
- AI Zone CO2 (provide up to 10 zones to be located per owner's instructions)
- AI Zone Relative Humidity (provide up to 10 zones to be located per owner's instructions)
- BI Afterhours Override
- AO Electric Heat Modulation SCR Command
- ALM High/Low Airflow
- ALM Heating Failure
- ALM High/Low Zone Temperature

RTU-B1:

- AI Supply Air Temperature
- AI Mixed Air Temperature
- AI Return Air Humidity
- AI Duct Static Pressure (sensor mounted 2/3 distance down longest duct run)
- AI Outdoor Air Temperature
- AI Outdoor Air Relative Humidity
- AI Building Static Pressure
- BI Supply Fan Status
- BI Relief Fan Status
- BI Filter Status
- BI Refrigeration System High/Low Pressure Safeties
- BO Supply Fan Enable
- BO Relief Fan Enable
- BO DX Cooling Stage Enable (provide up to 4 stages)
- BO Gas Heating Stage Enable (provide up to 4 stages)

AO Economizer Damper Control  
AO Supply Fan VFD Control  
AO Relief Fan VFD Control  
ALM Supply/Relief Fan Failure  
ALM Dirty Filters  
ALM High/Low Supply Air Temperature  
ALM High/Low Duct Static Pressure  
ALM High/Low Mixed Air Temperature  
ALM Refrigeration System High/Low Pressure Safeties

Make Up Air Units (Applies to MU-A1, MU-A2, MU-C1)

AI Zone Temperature  
AI Zone Temperature Setpoint Adjust  
AI Supply Air Temperature  
AI Outdoor Air Temperature  
BI Supply Fan Status  
BI Filter Status  
BO Supply Fan Enable  
BO OA Damper Open/Close Command  
BO Gas Heating Enable  
AO Gas Heating Modulation  
ALM Supply Fan Failure  
ALM Dirty Filters  
ALM Heating Failure  
ALM High/Low Zone Temperature  
ALM High/Low Discharge Air Temperature

Energy Recovery Ventilators (Applies to ERV-A1 and ERV-C1)

AI Zone Temperature  
AI Zone Temperature Setpoint Adjust  
AI Supply Air Temperature  
AI Outdoor Air Temperature  
BI Supply Fan Status  
BI Filter Status  
BO Supply Fan Enable  
BO OA Damper Open/Close Command  
BO Gas Heating Enable  
BO Energy Recovery Wheel Enable  
BO Electric Pre Heat Enable  
AO Gas Heating Modulation  
ALM Supply Fan Failure  
ALM Dirty Filters  
ALM Heating Failure

ALM High/Low Zone Temperature  
ALM High/Low Discharge Air Temperature

Exhaust Fans (Typical of 8)

BO Exhaust Fan Start/Stop

Points Legend: AI=Analog Input, BI=Binary Input, AO=Analog Output, BO=Binary Output,  
ALM=Alarm.

**Contractor to field verify VAV sizes, CFM and electrical circuits.**

**EXISTING VAV SCHEDULE**

<b>MARK</b>	<b>SIZE</b>	<b>LOCATION</b>	<b>MAX CFM</b>	<b>MIN CFM</b>	<b>HEATER KW</b>	<b>STEPS</b>	<b>VOLTS/ PHASE</b>
VAV-A3	5	A109	300	150	1.5	1	277V/1
VAV-A4	7	A106	600	280	3.5	1	277V/1
VAV-A5	8	A110	650	300	3.5	1	277V/1
VAV-A6	12	B101	1880	870	11	2	480V/3
VAV-B1	5	B106	150	120	1	1	277V/1
VAV-B3	10	B103	1200	550	7	1	277V/1
VAV-B4	10	B103	1300	600	7	1	277V/1
VAV-B5	10	B103	1200	550	7	1	277V/1
VAV-B6	10	B103	1300	600	7	1	277V/1
VAV-B7	10	B103	1200	550	7	1	277V/1
VAV-B8	10	B103	1300	680	8	2	277V/1
VAV-B10	5	B108-2	300	150	1	1	277V/1
VAV-B11	5	B108-1	200	120	1	1	277V/1
VAV-B12	8	B110	810	400	5	1	277V/1
VAV-B13	8	B110	900	420	5.5	1	277V/1
VAV-B14	12	B113	1620	740	9	2	480V/3
VAV-C2	5	C101.12	260	150	1.5	1	277V/1
VAV-C3	6	C101.11	330	180	2	1	277V/1
VAV-C4	8	C101.9	580	270	3.5	1	277V/1

VAV-C5	10	C101	1320	680	8	2	277V/1
VAV-C6	6	C101.6	340	160	2	1	277V/1
VAV-C7	6	C101.4	360	180	3	1	277V/1
VAV-C8	8	C101	720	330	5	1	277V/1
VAV-C9	7	C108	600	280	3.5	1	277V/1
VAV-C10	6	C114	340	160	2	1	277V/1
VAV-C11	10	C107	860	400	4.5	1	277V/1
VAV-C12	5	C124	180	120	1	1	277V/1
VAV-C13	6	C109	320	180	2.5	1	277V/1

**RTU Replacement.**

**1. General:** Replace one (1) existing Trane 55-ton RTU system.

**2. Site Inspection:** A mandatory pre-bid meeting and walk-through shall be held. Contractors shall come prepared to fully analyze existing site conditions as required to prepare an accurate bid

**3. Demolition Requirement:** One (1) Trane 55-ton RTU shall be disconnected from the electrical service, control connections, natural gas service, and any applicable ductwork and shall be removed from the roof and removed from the premises. All equipment, materials and refrigerant shall be disposed of in a manner consistent with all laws and ordinances governing such matters in this jurisdiction. Openings to the building shall be secured from weather penetration until such time as new units can be installed.

**Installation of New Unit:**

**1. Curb Adapter** – Provide new curb adapter that shall sit atop existing unit curb. Contractor shall coordinate required curb adapter based on consultation with equipment manufacturer. It is the contractor’s responsibility to ensure compatibility of the curb adapters and to make any necessary modifications to curbs and ductwork required for a fully functional system.

**2. Electrical Requirements** – New RTU shall utilize single circuit power connections from the existing Trane RTU. Electrical connections shall have a disconnect at the point of change from

existing RTU service to the new RTU and fused in accordance with the manufacturer's specifications. Electrical conduit shall be rigid style. Rigid conduit shall run along the roof in the best possible direction and be supported as necessary to connect the new RTU. It is the contractor's responsibility to provide all wiring, conduit, breakers, disconnects, fittings, etc. for necessary electrical service meeting the current edition of the National Electrical Code.

**3. Natural Gas Requirements** – It shall be the contractor's responsibility to connect existing natural gas service to the new unit (RTU-B1). The use of a pressure regulator shall be required as necessary in order to provide natural gas pressure in the range acceptable to the RTU manufacturer. Any and all new piping shall be included in this bid.

**4. Direct Digital Controls** – A field-installed direct digital controller shall be provided for the new RTU. New DDC controls shall have the ability to communicate seamlessly with existing ASI Controls communications bus (2 wire RS485 daisy-chain) and shall be interfaced to the existing ASI web-based building automation computer. BACnet to existing controls (or other communication protocols) SHALL NOT be acceptable. . "Seamlessly" means no other hyperlink(s) or software shall be used to access the building automation graphical interface other than the existing ASI controls web-based access point. "Web-based" means that the owner interface to the building automation system shall be through standard web browser software including Internet Explorer, Google Chrome, and or Mozilla Firefox. No proprietary software interfaces shall be permitted. Contractor shall also provide the owner with a licensed copy of any manufacturer's proprietary programming software; all necessary cables and interface hardware as required to interface the system and make fundamental programming changes from owner's laptop computer.

**The following sensors shall be field furnished and installed:**

Zone CO2 Sensor (1 required), Supply Air Temperature (1 required), Return Air Temperature (1 required), Supply fan status current switch (1 required), Building static pressure sensor (1 required), Discharge static pressure sensor (1 required).

**5. Sequence of Operation:** On start-up the fan shall be ramped up to speed to prevent over pressuring the duct. The supply fan VFD shall modulate to control the supply duct static pressure at a 1.5 "W.C. (adj.) setpoint. The relief fan VFD shall modulate to control the building static pressure at a 0.04 "W.C. (adj.) setpoint. Unit shall stage up and down accordingly to maintain a supply air setpoint of 55°F. Gas heating shall be locked out if outdoor air temperature is above 65°F (adj.). Mechanical cooling shall be locked out if outdoor air temperature is below 55°F (adj.). If zone cooling is required when outdoor air temperature is below 55°F, then economizer dampers shall be modulated in order to produce a discharge air temperature of 55°F. The minimum OA shall be set to prevent building from being negative in pressure. The high OA setpoint should be the maximum amount of outside air needed to properly ventilate the space. The outside air dampers shall modulate between the minimum setpoint and the maximum setpoint based on CO2 levels to maintain a CO2 level below 900 PPM setpoint (adj.) in the space.

6. **Air Balance Service:** Contractor to employ the services of an independent, certified air balance company. Airflow for the new RTU-B1 shall be set in coordination with the control's contractor. Air balance contractor shall submit a written report of all settings and any deficiencies found.

7. **Crane Service:** Contractor is responsible for all crane services required for the project. Contractor shall coordinate the dates and times of onsite crane usage so that owner's operations can be accordingly adjusted.

8. **Project Close Out Requirements:** Provide eight (8) hours on-site with owner's designated staff for training on operation and maintenance requirements of the system. Provide letter stating that the warranty period will extend for a period of 1 year beginning at substantial completion date. Warranty letter shall disclose the warranty start and end dates and provide contact information of the installing contractor, the equipment supplier's warranty and technical support departments, and the controls contractor.

9. **New RTU Requirements:** Basis of design is Aeon Model RN60 or equal.

## **Guide Specifications - RN Series Rooftop Units**

### **Packaged Rooftop Units / Outdoor Air Handling Units**

#### **Part 1 - General**

##### **1.01 Related Documents**

##### **1.02 General Description**

- A. This section includes the design, controls and installation requirements for packaged rooftop units / outdoor air handling units.

##### **1.03 Quality Assurance**

- A. Packaged air-cooled condenser units shall be certified in accordance with ANSI/AHRI Standard 340/360 performance rating of commercial and industrial unitary air-conditioning and heat pump equipment.
- B. Unit shall be certified in accordance with UL Standard 1995/CSA C22.2 No. 236, Safety Standard for Heating and Cooling Equipment.
- C. Unit and refrigeration system shall comply with ASHRAE 15, Safety Standard for Mechanical Refrigeration.
- D. Unit shall be certified in accordance with ANSI Z21.47b/CSA 2.3b and ANSI Z83.8/CSA 2.6, Safety Standard Gas-Fired Furnaces.
- E. Unit Energy Efficiency Ratio (EER) shall be equal to or greater that prescribed by ASHRAE 90.1, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
- F. Unit shall be safety certified by ETL and ETL US listed. Unit nameplate shall include the ETL/ETL Canada label.

##### **1.04 Submittals**

- A. **Product Data:** Literature shall be provided that indicates dimensions, operating and shipping weights, capacities, ratings, fan performance, filter information, factory supplied accessories, electrical characteristics and connection requirements. Installation, Operation, and Maintenance manual with startup requirements shall be provided.
- B. **Shop Drawings:** Unit drawings shall be provided that indicate assembly, unit dimensions, construction details, clearances and connection details. Computer generated fan curves for each fan shall be submitted with specific design operation point noted. Wiring diagram shall be provided with details for both power and control systems and differentiate between factory installed and field installed wiring.

#### **1.05 Delivery, Storage, and Handling**

- A. Unit shall be shipped with doors screwed shut and outside air hood closed to prevent damage during transport and thereafter while in storage awaiting installation.
- B. Follow Installation, Operation, and Maintenance manual instructions for rigging, moving, and unloading the unit at its final location.
- C. Unit shall be stored in a clean, dry place protected from construction traffic in accordance with the Installation, Operation, and Maintenance manual.

#### **1.06 Warranty**

- A. Manufacturer shall provide a limited “parts only” warranty for a period of 12 months from the date of equipment startup or 18 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer’s written instructions for Installation, Operation, and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts and filters.

## **Part 2 - Products**

### **2.01 Manufacturer**

- A. Products shall be provided by the following manufacturers:
  - 1. AAON
  - 2. Substitute equipment may be considered for approval that includes at a minimum:
    - a. Direct drive supply fans
    - b. Double wall cabinet construction with 2” thick panel construction.
    - c. Insulation with a minimum R-value of 13
    - d. Stainless steel drain pans
    - e. Digital modulating variable capacity scroll compressors only. Inverter scroll compressors and hot gas bypass are not acceptable.



## **2.02 Rooftop Units**

### **A. General Description**

1. Packaged rooftop unit shall include compressors, evaporator coils, filters, supply fans, dampers, air-cooled condenser coils, condenser fans, gas heaters, exhaust fans, and unit controls.
2. Unit shall be factory assembled and tested including leak testing of the DX coils, pressure testing of the refrigeration circuit, and run testing of the completed unit. Run test report shall be supplied with the unit in the service compartment's literature pocket.
3. Unit shall have decals and tags to indicate lifting and rigging, service areas and caution areas for safety and to assist service personnel.
4. Unit components shall be labeled, including and electrical and controls components.
5. Estimated sound power levels (dB) shall be shown on the unit ratings sheet.
6. Installation, Operation, and Maintenance manual shall be supplied within the unit.
7. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's hinged access door.
8. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment's hinged access door.

### **B. Construction**

1. All cabinet walls, access doors, and roof shall be fabricated of double wall, impact resistant, rigid polyurethane foam panels.
2. Unit insulation shall have a minimum thermal resistance R-value of 13. Foam insulation shall have a minimum density of 2 pounds/cubic foot and shall be tested in accordance with ASTM D1929-11 for a minimum flash ignition temperature of 610°F.
3. Unit construction shall be double wall with G90 galvanized steel on both sides and a thermal break. Double wall construction with a thermal break prevents moisture accumulation on the insulation, provides a cleanable interior, reduces heat transfer through the panel, and prevents exterior condensation on the panel.
4. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 340/360. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, at a maximum 8 inches of positive or negative static pressure, to reduce air leakage. Deflection shall be measured at the midpoint of the panel height and width. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.

5. Roof of the air tunnel shall be sloped to provide complete drainage. Cabinet shall have rain break overhangs above access doors.
6. Access to filters, dampers, cooling coils, heaters, and electrical and controls components shall be through hinged access doors with quarter turn, zinc cast, lockable handles. Full length stainless steel piano hinges shall be included on the doors.
7. Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
8. Units with cooling coils shall include double sloped 304 stainless steel drain pans.
9. Unit shall be provided with base discharge and return air openings. All openings through the base pan of the unit shall have upturned flanges of at least 1/2 inch in height around the opening.
10. Unit shall include lifting lugs on the top of the unit.
11. Unit base shall be fabricated of 1 inch thick double wall, impact resistant, rigid polyurethane foam panels.

C. Electrical

1. Unit shall have a 5kAIC SCCR.
2. Unit shall be provided with factory installed and factory wired, non-fused disconnect switch.
3. Unit shall be provided with a factory installed and factory wired 115V, 12 amp GFI outlet disconnect switch in the unit control panel.
4. Unit shall be provided with phase and brown out protection which shuts down all motors in the unit if the electrical phases are more than 10% out of balance on voltage, the voltage is more than 10% under design voltage or on phase reversal.

D. Supply Fans

1. Unit shall include direct drive, unhooded, and backward curved, plenum supply fans.
2. Blowers and motors shall be dynamically balance and mounted on rubber isolators.
3. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
4. Variable frequency drives shall be factory wired and mounted in the unit.

E. Exhaust Fans

1. Exhaust dampers shall be sized for 100% relief.
2. Fans and motors shall be dynamically balanced.
3. Unit shall include barometric relief dampers.

4. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
5. Access to exhaust fans shall be through double wall, hinged access doors with quarter turn lockable handles.
6. Unit shall include direct drive, axial flow exhaust fans. Blades shall be adjustable pitch.
7. Variable frequency drives shall be factory wired and mounted in the unit.

#### F. Cooling Coils

1. Evaporator Coils
  - a. Coils shall be designed for use with R-410A refrigerant and constructed of copper tubes with aluminum fins mechanically bonded to the tubes and galvanized steel end casings. Fin design shall be sine wave rippled.
  - b. Coils shall have interlaced circuitry and shall be standard capacity.
  - c. Coils shall be hydrogen or helium leak tested.
  - d. Coils shall be furnished with factory installed expansion valves.

#### G. Refrigeration System

1. Unit shall be factory charged with R-410A refrigerant.
2. Compressors shall be scroll type with thermal overload protection and carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory.
3. Compressors shall be mounted in an isolated service compartment which can be accessed without affecting unit operation. Lockable hinged compressor access doors shall be fabricated of double wall, rigid polyurethane foam injected panels to prevent the transmission of noise outside the cabinet. Compressors exposed to the outside elements shall not be acceptable.
4. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended rubber vibration isolators, to reduce any transmission of noise from the compressors into the building area.
5. Each refrigeration circuit shall be equipped with expansion valve type refrigerant flow control.
6. Each refrigeration circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant safety controls, Schrader type service fittings on both the high pressure and low pressure sides and a factory installed liquid line filter driers.
7. Each refrigeration circuit shall be equipped with a liquid line sight glass.
8. Unit shall be provided with a fixed 55F compressor lockout.

#### H. Condensers

1. Air-Cooled Condenser
  - a. Condenser fans shall be a vertical discharge, axial flow, direct drive fans.

- b. Coils shall be designed for use with R-410A refrigerant. Coils shall be multi-pass and fabricated from aluminum microchannel tubes.
- c. Coils shall be designed for a minimum of 10°F of refrigerant sub-cooling.
- d. Coils shall be hydrogen or helium leak tested.
- e. Condenser fans shall be high efficiency electrically commutated motor driven with factory installed head pressure control module. Condenser airflow shall continuously modulate based on head pressure and cooling operation shall be allowed down to 35°F with adjustable compressor lockout.

#### I. Gas Heating

- 1. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty, from the date of original equipment shipment from the factory.
- 2. Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established.
- 3. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required.
- 4. Unit shall include a single gas connection and have gas supply piping entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping.
- 5. High Turndown Modulating Natural Gas Furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls compartment. Gas heater shall be capable of capacity turndown ratio as shown on the unit rating sheet. Heat trace shall be include on the condensate drain line.

#### J. Filters

- 1. Unit shall include 4 inch thick, pleated panel filters with an ASHRAE MERV rating of 11, upstream of the cooling coil. Unit shall also include 2 inch thick, pleated panel pre filters with an ASHRAE MERV rating of 8, upstream of the 4 inch standard filters.
- 2. Unit shall include a clogged filter switch.

#### K. Outside Air/Economizer

- 1. Unit shall include 0-100% economizer consisting of a motor operated outside air damper and return air damper assembly constructed of extruded aluminum, hollow core, airfoil blades with rubber edge seals and aluminum end seals. Damper blades shall be gear driven and designed to have no more than 20 cfm

of leakage per sq ft. at 4 in. w.g. air pressure differential across the damper. Low leakage dampers shall be Class 2 AMCA certified, in accordance with AMCA Standard 511. Damper assembly shall be controlled by spring return DDC actuator. Unit shall include outside air opening bird screen, outside air hood, and relief dampers.

L. Controls

1. Field Installed DDC Controls by Others

- a. Unit shall be provided with a terminal block for field installation of DDC controls.
- b. Isolation relays shall be factory installed.

M. Accessories

1. Unit shall be provided with a safety shutdown terminal block for field installation of a smoke detector which shuts off the unit's control circuit.
2. Unit shall be provided with a high condensate level switch that shuts down the unit when a high water level is detected in the drain pan.

**2.03 Curbs**

- A. Unit shall be supplied with a fully welded, heavy gauge galvanized steel curb adaptor to transition from the existing curb to the new unit. Curbs shall to be fully gasketed between the curb top and unit bottom with the curb providing full perimeter support, cross structure support and air seal for the unit. Curb gasket shall be furnished within the control compartment of the rooftop unit to be mounted on the curb immediately before mounting of the rooftop unit.

**Part 3 - Execution**

**3.01 Installation, Operation, and Maintenance**

- A. Installation, Operation, and Maintenance manual shall be supplied with the unit.
- B. Installing contractor shall install unit, including field installed components, in accordance with Installation, Operation, and Maintenance manual instructions.
- C. Start up and maintenance requirements shall be complied with to ensure safe and correct operation of the unit.

**RTU manufacturer shall provide terminal strip connections for the following field-controlled functions:**

- (a) supply fan enable, (b) supply fan modulation (0-10vdc), (c) DX cooling stage 1, (d) DX cooling stage 2, (e) gas heating stage 1, (f) gas heating stage 2, (g) economizer damper control (0-10vdc), (h) digital scroll compressor modulation (1-5vdc) (i) relief fan enable, (j) relief fan modulation (0-10vdc).

**\*Alternate #1 for ERV-C1 & ERV-A1 Replacement. \***

**General:** Replace two (2) existing Greenheck ERV's.

**Demolition Requirement:** Two (2) Greenheck ERV's shall be disconnected from the electrical service, control connections, natural gas service, and any applicable ductwork and shall be removed from the roof and removed from the premises. All equipment, materials and refrigerant shall be disposed of in a manner consistent with all laws and ordinances governing such matters in this jurisdiction. Openings to the building shall be secured from weather penetration until such time as new units can be installed.

**Installation of New Unit:**

1. **Curb Adapter** – Provide new curb adapter that shall sit atop existing unit curb. Contractor shall coordinate required curb adapter based on consultation with equipment manufacturer. It is the contractor's responsibility to ensure compatibility of the curb adapters and to make any necessary modifications to curbs and ductwork required for a fully functional system.
2. **Electrical Requirements** – New ERV's shall utilize electrical connections from the existing Greenheck ERV's. Electrical connections shall have a disconnect means and fused in accordance with the manufacturer's specifications. It is the contractor's responsibility to provide all wiring, conduit, breakers, disconnects, fittings, etc. for necessary electrical service meeting the current edition of the National Electrical Code.
3. **Natural Gas Requirements** – It shall be the contractor's responsibility to connect existing natural gas service to the new ERV's. The use of a pressure regulator shall be required as necessary in order to provide natural gas pressure in the range acceptable to the ERV manufacturer. Any and all new piping shall be included in this bid.
4. **Direct Digital Controls** – A field-installed direct digital controller shall be provided for the new ERV's. DDC shall have the ability to communicate seamlessly with existing ASI Controls communications bus (2 wire RS485 daisy-chain) and shall be interfaced to the existing ASI web-based building automation computer. BACnet to existing controls (or other communication protocols) SHALL NOT be acceptable. "Seamlessly" means no other hyperlink(s) or software shall be used to access the building automation graphical interface other than the existing ASI controls web-based access point. "Web-based" means that the owner interface to the building automation system shall be through standard web browser software including Internet Explorer, Google Chrome, and or Mozilla Firefox. No proprietary software interfaces shall be permitted. Contractor shall also provide the owner with a licensed copy of any manufacturer's proprietary programming software; all necessary cables and interface hardware as required to interface the system and make fundamental programming changes from owner's laptop computer.
5. **New RTU Requirements:** Basis of design is Aeon Model RQ Heat Recovery Unit or equal.

# **Guide Specifications - RQ Series Rooftop Units**

## **Packaged Rooftop Units / Outdoor Air Handling Units**

### **Part 1 - General**

#### **1.01 Related Documents**

#### **1.02 General Description**

- A. This section includes the design, controls and installation requirements for packaged rooftop units/heat pumps/outdoor air handling units.

#### **1.03 Quality Assurance**

- A. Unit shall be certified in accordance with UL Standard 1995/CSA C22.2 No. 236, Safety Standard for Heating and Cooling Equipment.
- B. Unit shall be certified in accordance with ANSI Z21.47b/CSA 2.3b and ANSI Z83.8/CSA 2.6, Safety Standard Gas-Fired Furnaces.
- C. Unit shall be safety certified by ETL and ETL US listed. Unit nameplate shall include the ETL/ETL Canada label.

#### **1.04 Submittals**

- A. **Product Data:** Literature shall be provided that indicates dimensions, operating and shipping weights, capacities, ratings, fan performance, filter information, factory supplied accessories, electrical characteristics and connection requirements. Installation, Operation and Maintenance manual with startup requirements shall be provided.
- B. **Shop Drawings:** Unit drawings shall be provided that indicate assembly, unit dimensions, construction details, clearances and connection details. Computer generated fan curves for each fan shall be submitted with specific design operation point noted. Wiring diagram shall be provided with details for both power and control systems and differentiate between factory installed and field installed wiring.

#### **1.05 Delivery, Storage, and Handling**

- A. Unit shall be shipped with doors bolted shut and outside air hood closed to prevent damage during transport and thereafter while in storage awaiting installation.
- B. Follow Installation, Operation and Maintenance manual instructions for rigging, moving, and unloading the unit at its final location.
- C. Unit shall be stored in a clean, dry place protected from construction traffic in accordance with the Installation, Operation and Maintenance manual.

#### **1.06 Warranty**

- A. Manufacturer shall provide a limited “parts only” warranty for a period of 24 months from the date of original equipment shipment from the factory. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer’s written instructions for installation, operation and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts and air filters.

## **Part 2 - Products**

### **2.01 Manufacturer**

- A. Products shall be provided by the following manufacturers:
  - 1. AAON
  - 2. Substitute equipment may be considered for approval that includes at a minimum:
    - a. Direct drive supply fans
    - b. Double wall cabinet construction
    - c. Insulation with a minimum R-value of 13
    - d. Hinged access doors with lockable handles
    - e. All other provisions of the specifications must be satisfactorily addressed

### **2.02 Rooftop Units**

- A. General Description
  - 1. Outdoor air handling unit shall include filters, supply fan, dampers, gas heater, exhaust fan, energy recovery wheel, and unit controls.
  - 2. Unit shall be factory assembled and tested including and run testing of the completed unit. Run test report shall be supplied with the unit in the service compartment's literature pocket.
  - 3. Unit shall have decals and tags to indicate lifting and rigging, service areas and caution areas for safety and to assist service personnel.
  - 4. Unit components shall be labeled, including electrical and controls components.
  - 5. Estimated sound power levels (dB) shall be shown on the unit ratings sheet.
  - 6. Installation, Operation and Maintenance manual shall be supplied within the unit.
  - 7. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's hinged access door.
  - 8. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment's hinged access door.
- B. Construction
  - 1. All cabinet walls, access doors, and roof shall be fabricated of double wall, impact resistant, rigid polyurethane foam panels.
  - 2. Unit insulation shall have a minimum thermal resistance R-value of 13. Foam insulation shall have a minimum density of 2 pounds/cubic foot and shall be tested in accordance with ASTM D-1929 for a minimum flash ignition temperature of 610°F.
  - 3. Unit construction shall be double wall with G90 galvanized steel on both sides and a thermal break. Double wall construction with a thermal break prevents



moisture accumulation on the insulation, provides a cleanable interior, reduces heat transfer through the panel, and prevents exterior condensation on the panel.

4. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 210/240. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, at a maximum 8 inches of positive or negative static pressure, to reduce air leakage. Deflection shall be measured at the midpoint of the panel height and width. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.
  5. Roof of the air tunnel shall be sloped to provide complete drainage. Cabinet shall have rain break overhangs above access doors.
  6. Access to filters, dampers, heater, energy recovery wheel, and electrical and controls components shall be through hinged access doors with quarter turn, lockable handles. Full length stainless steel piano hinges shall be included on the doors.
  7. Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
  8. Unit shall be provided with through the base vertical discharge and return air openings. All openings through the unit shall have upturned flanges of at least 1/2 inch around the opening.
  9. Unit shall include lifting lugs on the top of the unit.
- C. Electrical
1. Unit shall have a 5kAIC SCCR.
  2. Unit shall be provided with factory installed and factory wired, non-fused disconnect switch.
  3. Unit shall be provided with a factory installed and factory wired 115V, 12 amp GFI outlet disconnect switch in the unit control panel.
  4. Unit shall be provided with phase and brown out protection which shuts down all motors in the unit if the electrical phases are more than 10% out of balance on voltage, the voltage is more than 10% under design voltage or on phase reversal.
- D. Supply Fans
1. Unit shall include direct drive, unhooded, and backward curved, plenum supply fans.
  2. Blowers and motors shall be dynamically balanced.
  3. Motor shall be inverter rated efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
  4. Variable frequency drive shall be factory wired and mounted in the unit. Fan

motor shall be inverter rated efficiency.

E. Exhaust Fans

1. Exhaust dampers shall be sized for 100% relief.
2. Fans and motors shall be dynamically balanced.
3. Access to exhaust fans shall be through double wall, hinged access doors with quarter turn lockable handles.
4. Unit shall include belt driven, unhooded, backward curved, plenum exhaust fans.
5. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
6. Variable frequency drives shall be factory wired and mounted in the unit. Fan motors shall be premium efficiency.

F. Gas Heating

1. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty, from the date of original equipment shipment from the factory.
2. Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established.
3. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required.
4. Unit shall include a single gas connection and have gas supply piping entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping.
5. High Turndown Modulating Natural Gas Furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls compartment. Gas heater shall be capable of capacity turndown ratio as shown on the unit rating sheet. Heat trace shall be included on the condensate drain line.

G. Preheat

1. Electric Preheat
  - a. Unit shall include an electric heater consisting of electric heating coils, fuses, and a high temperature limit switch.
  - b. Electric heating coils shall be located in the outside air preheat position.
  - c. Electric heater shall have modulation capacity controlled by an SCR (Silicon Controlled Rectifier). A preheat enable signal shall be required from the unit

controller.

#### H. Filters

1. Unit shall include 2 inch thick, fiberglass throwaway filters with an ASHRAE MERV rating of 8.
2. Unit shall include 1 inch aluminum mesh pre filters upstream of the outside air opening.
3. Unit shall include a clogged filter switch.

#### I. Outside Air/Economizer

1. Unit shall include 0-100% economizer consisting of a motor operated outside air damper and return air damper assembly constructed of extruded aluminum, hollow core, airfoil blades with rubber edge seals and aluminum end seals. Damper blades shall be gear driven and designed to have no more than 15 CFM of leakage per sq. ft. of damper area when subjected to 2 inches w.g. air pressure differential across the damper. Unit shall include outside air opening bird screen, outside air hood with rain lip and barometric relief dampers.
2. Damper assembly shall be controlled by spring return DDC actuator.

#### J. Energy Recovery

1. Unit shall contain a factory installed and tested energy recovery wheel. The energy recovery wheel shall be mounted in an insulated cassette frame containing the wheel drive motor, drive belt, wheel seals and bearings. Rigid frame shall be removable from the cabinet.
2. Wheel shall be wound continuously with one flat and one structured layer in an ideal parallel plate geometry providing laminar flow and minimum pressure drop-to-efficiency ratios. The layers shall be effectively captured in stainless steel wheel frames or aluminum and stainless steel segment frames that provide a rigid and self-supporting matrix.
3. Wheel frame construction shall be a welded hub, spoke and rim assembly of stainless, plated and/or coated steel and shall be self-supporting without matrix segments in place. Wheel bearings shall be selected to provide an L-10 life in excess of 400,000 hours. Rim shall be continuous rolled stainless steel.
4. All diameter and perimeter seals shall be provided as part of the cassette assembly and shall be factory set. Drive belts of stretch urethane shall be provided for wheel rim drive without the need for external tensioners or adjustment.
5. The energy recovery cassette shall be an Underwriters Laboratories Recognized Component for electrical and fire safety. The wheel drive motor shall be an Underwriters Laboratory Recognized Component and shall be mounted in the cassette frame and supplied with a service connector or junction box. Thermal performance shall be certified by the manufacturer in accordance with ASHRAE Standard 84, Method of Testing Air-to-Air Heat Exchangers and AHRI Standard 1060, Rating Air-to-Air Energy Recovery Ventilation Equipment. Cassettes shall be listed in the AHRI Certified Products.

6. Energy recovery wheel cassette shall carry a 5 year non-prorated warranty, from the date of original equipment shipment from the factory. The first 12 months from the date of equipment startup, or 18 months from the date of original equipment shipment from the factory, whichever is less, shall be covered under the standard AAON limited parts warranty. The remaining period of the warranty shall be covered by Airxchange. The 5 year warranty applies to all parts and components of the cassette, with the exception of the motor, which shall carry an 18 month warranty. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided the Airxchange written instructions for installation, operation and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts. Refer to the Airxchange Energy Recovery Cassette Limited Warranty Certificate.
7. Unit shall include 2 inch thick, pleated panel outside air and exhaust air filters with an ASHRAE MERV rating of 8, upstream of the wheels.
8. Hinged service access door shall allow access to the wheel.
9. Total energy recovery wheel shall be coated with silica gel desiccant permanently bonded by a process without the use of binders or adhesives, which may degrade desiccant performance. The substrate shall be lightweight polymer and shall not degrade nor require additional coatings for application in marine or coastal environments. Coated wheel shall be washable with detergent or alkaline coil cleaner and water. Desiccant shall not dissolve nor deliquesce in the presence of water or high humidity.

K. Controls

1. Control shall be field installed by the controls contractor.

**2.03 Curbs**

- A. Units shall be supplied with a fully welded, heavy gauge galvanized steel curb adaptor to transition from the existing curb to the new units. Curbs shall to be fully gasketed between the curb top and unit bottom with the curb providing full perimeter support, cross structure support and air seal for the unit. Curb gasket shall be furnished within the control compartment of the rooftop unit to be mounted on the curb immediately before mounting of the rooftop unit.

**Part 3 - Execution**

**3.01 Installation, Operation and Maintenance**

- A. Installation, Operation and Maintenance manual shall be supplied with the unit.
- B. Installing contractor shall install unit, including field installed components, in accordance with Installation, Operation and Maintenance manual instructions.
- C. Start up and maintenance requirements shall be complied with to ensure safe and correct operation of the unit.

**RTU manufacturer shall provide terminal strip connections for the following field-controlled functions:**

- (a) supply fan enable, (b) supply fan modulation (0-10vdc), (c) gas heating stage 1, (d) gas heating stage 2, (e) economizer damper control (0-10vdc), (f) relief fan enable, (g) relief fan modulation (0-10vdc), (h) energy recovery wheel enable, (I) pre heat enable.

**ADMINISTRATIVE PROCEDURES**

- Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
  - Preparing of schedules.
  - Delivering and processing submittals.
  - Progress meetings.
  - Project Close-out activities.

**CONSERVATION**

- Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

**PROGRESS MEETINGS**

- Contractor will conduct progress meetings at site agreed upon by the Owner/Owner's Representative at regularly scheduled intervals, generally bi-weekly.
- Progress meeting minutes are to be provided by the contractor within 3 business day of conclusion of the meeting. The meeting minutes shall be approved at the next meeting.
- The progress agenda shall include:
  - Review and correct or approve minutes of previous progress meeting.
  - Review and discuss old business
  - Review and discuss new business
  - Review and discuss contractor's issues and concerns
  - Review and discuss owner's issues and concerns
  - Review and discuss progress since last meeting.
  - Review where each activity is in relation to Contractor's Construction Schedule, whether on time or ahead or behind schedule, will be determined.
  - Contractor to present a new updated schedule at each progress meeting; to include a two week look ahead.

- Contractor shall provide meeting minutes of each progress meeting within three days after each progress meeting date. Contractor will distribute copies of minutes of meeting to the Owner.

### **GENERAL RESPONSIBILITIES**

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost and obtaining of all required permits.
- The contractor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATFP requirements.
- Contractor is responsible for all permits; the contractor shall obtain all required permits prior to initiation of any work. The contractor shall be responsible for the associated costs or permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The contractor is responsible for cleaning up the work site and repairing the site to original conditions once work is completed.
- Contractor responsible for keeping the work site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; contractor is responsible for removing all construction waste debris off site at the contractor's expense.
- All materials shall be submitted and approved by the WVARNG prior to installation.
- The West Virginia Army National Guard reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the contractor prior to beginning work. Contractor to make every effort to remove these items without damage.
- The contractor will provide a schedule of values broken down per line item with material and labor.
- Owner has 7 business days to review and respond to Requests for Information (RFI) s.
- Owner has 14 business days to review and respond to contract submittals.
- Owner has 14 business days to review and respond to review drawings.

### **SITE ACCESS REQUIREMENTS**

- Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors' employees

shall provide all information required for background checks to meet installation access requirements.

- Contractor is responsible for coordinating with the Owner/Owner's Representative, for access and deliveries. The Owner requires two (2) business days' notice to approve access to the facility.

#### **01400 Quality Requirements**

- The successful contractor will be required to provide a one-year warranty on all parts, labor and materials on the entire project.

#### **01500 Temporary Facilities and Controls**

- The successful contractor will be required to provide their own temporary facilities. The West Virginia Army National Guard will provide an area for the contractor to have a lay down area, and a place for a job trailer.
- The West Virginia Army National Guard will make every effort to provide electric and water for the contractor's lay down and job trailer site; however, it is not guaranteed.

#### **01700 Execution Requirements**

- Within 30 days of the States Final Acceptance of the project; the contractor shall be responsible to provide any and all field notes, as-built drawings, or any other associated records to the Owner.

### **Division 2 - Site Construction**

#### **02073 PARTIAL DEMOLITION FOR REMODELING**

##### **GENERAL DEMOLITION**

- Review, confirm and coordinate all demolition work and full extent of Owner's requirements prior to starting demolition work.
- Deliver salvageable materials requested by Owner.
- Perform all demolition in a manner acceptable to the Owner and regulatory agencies.
- Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
- Protect existing construction indicated to remain.
- Where existing construction is damaged by demolition operations, make repairs equal to or better than condition prior to start of demolition work.

## **CLEANING**

- Promptly remove materials, rubbish, and debris from building and from property.

## **SALVAGEABLE MATERIALS**

- Review with Owner at Preconstruction meeting about salvaged materials the Owner wishes to retain from building renovation project.
- Remove with care materials to be retained by Owner and store on site where directed for pickup by owner.

## **HANDLING**

- Deliver materials and other components so they will not be damaged or deformed
- Exercise care in unloading, storing, and erecting materials to prevent bending, warping, twisting, and surface damage.
- Stack materials on platforms/pallets, covered with suitable weathertight ventilated covering.

## **WARRANTY**

- Furnish manufacturer's written warranty covering materials installed. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

## **PRODUCTS**

- Will be in accordance with attached specifications

## **INSTALLATION**

- General: Comply with manufacturers' instructions and recommendations for installation, as applicable to project.



**CRFQ ADJ22\*29**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVE AND REPLACE HVAC EQUIPMENT AT THE SUMMERSVILLE ARMORY FACILITY  
3 ARMORY WAY, SUMMERSVILLE, WV

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: Truetech Mechanical LLC

VENDOR ADDRESS: P.O. Box 3  
Mount Nebo WV 26679

TELEPHONE: 3046519413

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: ctiller@truetechwv.com

**CONTRACT COST: BASE BID-CONTRACT ITEM NO. 1-** Remove & replace twenty-nine (29) single duct variable air volume (VAV) terminals including controls

Two Hundred and Twenty Thousand Dollars and Zero Cents

(\$ 220,000\$) \*\*\* (Contract bid to be written in words and numbers.)

**BASE BID-CONTRACT ITEM NO. 2-** Remove existing & replace one 55 Ton RTU (Roof Top Unit) with Aeon Model RN60 or equal:

One Hundred and Eighty Thousand Dollars and Zero Cents

(\$ 180,000\$) \*\*\* (Contract bid to be written in words and numbers.)

**ALTERNATE NO. 1-CONTRACT ITEM NO. 3-** : Remove & Replace two (2) existing Greenheck ERV's (Energy Recovery Ventilators):

Ninety Five Thousand Dollars and Zero Cents

(\$ 95,000\$) \*\*\* (Contract bid to be written in words and numbers.)

**CONTRACT TOTAL COST: BASE BID Item #1 plus BASE BID Item #2 plus Alternate #1.**

Four Hundred and Ninety Five Thousand Dollars and Zero Cents.

(\$ 495,000\$) \*\*\* (Contract bid to be written in words and numbers.)

SIGNATURE:  DATE: 7/5/22

NAME: Chad Tiller  
(Please Print)

TITLE: Owner

Agency Army National Guard  
REQ.P.O# CRFQ 0603  
ADJ220000029  
BOND# 50674

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Truetech Mechanical, LLC  
of PO Box 3, Mt Nebo WV 26679, as Principal, and American Southern Insurance  
Company of 365 Northridge Rd, Atlanta GA 30350, a corporation organized and existing under the laws of the State of Kansas  
with its principal office in the City of Atlanta GA, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Twenty Seven Thousand Five (\$27,500.00 (5%)) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
RTU Replacements / 29 VAV Replacements

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 6th day of July, 2022.

Principal Seal

Truetech Mechanical, LLC  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Owner  
(Title)

Surety Seal

American Southern Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
STEFAN E TAUGER

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, James A. Mallis of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of February 2021.

Attest:

  
Melonie A. Coppola, Secretary

STATE OF GEORGIA

SS:

COUNTY OF FULTON

On this 25th day of February 2021, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

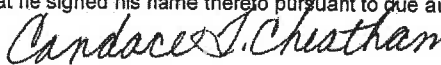
STATE OF GEORGIA

SS:

COUNTY OF FULTON

American Southern Insurance Company

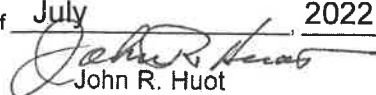
  
Scott G. Thompson, President

  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires May 3, 2022

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 6th day of July, 2022

Power No. 50674

  
John R. Huot  
Vice President

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: ADJ2200000029

Contract Purpose: RTU, VAV, and controls replacement

Agency Requesting Work: WV Army National Guard

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Truetech Mechanical LLC

Vendor Telephone: 3046519413

Vendor Address: P.O. Box 3  
Mount Nebo WV 26679

Vendor Fax: \_\_\_\_\_

Vendor E-Mail: ctiller@truetechwv.com



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

I, Chad Tiller, after being first duly sworn, depose and state as follows:

1. I am an employee of Truetech Mechanical LLC; and,  
(Company Name)
2. I do hereby attest that Truetech Mechanical LLC  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Chad Tiller  
 Signature:   
 Title: Owner  
 Company Name: Truetech Mechanical LLC  
 Date: 7/5/22

STATE OF WEST VIRGINIA,

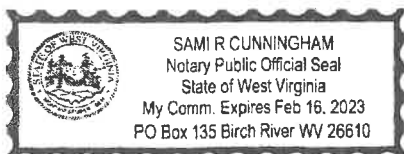
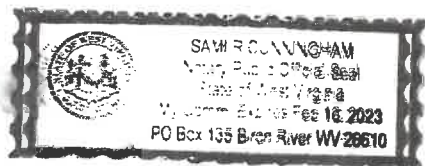
COUNTY OF Nicholas, TO-WIT:

Taken, subscribed and sworn to before me this 5<sup>th</sup> day of July, 2022.

By Commission expires February 16, 2023

(Seal)

(Notary Public)





State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

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#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ2200000029**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Truetech Mechanical LLC

Company



Authorized Signature

7/5/22

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO ADJ2200000029**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input type="checkbox"/>            | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Truetech Mechanical LLC  
Company

  
Authorized Signature

7/5/22  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV059647

**CLASSIFICATION:**

ELECTRICAL  
HEATING, VENTILATING & COOLING

TRUETECH MECHANICAL LLC  
DBA TRUETECH  
PO BOX 3  
MT NEBO, WV 26679

DATE ISSUED

EXPIRATION DATE

MARCH 26, 2022

MARCH 26, 2023

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.