



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

# Request for Quotation

RFQ NUMBER  
 HHR70055

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUILDING MANAGEMENT  
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2006				

BID OPENING DATE: 10/13/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		936-10		
<p>REQUEST FOR QUOTATION            OPEN-END BLANKET ORDER</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR DHHR, TO PROVIDE HVAC MAINTENANCE AT VARIOUS LOCATIONS AS PER ATTACHED SPECIFICATIONS.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS:            1) HHR70055 SPECIFICATIONS            2) EXHIBIT A-EQUIPMENT LISTING BID SHEET            3) EXHIBIT B-BACKGROUND INFORMATION            4) AFFIDAVIT</p> <p>BLANKET CONTRACT TO PROVIDE HVAC MAINTENANCE</p> <p>CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, SUPPLIES AND EQUIPMENT NECESSARY TO PERFORM A PREVENTATIVE MAINTENANCE PROGRAM AND REPAIRS TO THE HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT AS SPECIFIED FOR 350 AND 500 CAPITOL STREET, CHARLESTON, WEST VIRGINIA; THE OFFICE OF LABORATORY SERVICES AT 16 11TH AVENUE, SOUTH CHARLESTON, WEST VIRGINIA; AND THE OFFICE OF CHIEF MEDICAL EXAMINER AT 619 VIRGINIA ST., WEST, CHARLESTON, WEST VIRGINIA. SPECIFICATIONS ARE ATTACHED.</p> <p>A MANDATORY PREBID VENDOR CONFERENCE WILL BE HELD ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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BID OPENING DATE: 10/13/2006 BID OPENING TIME 01:30PM

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<p>9/21/2006 AT 1:30 P.M. IN THE CONFERENCE ROOM            B-10 AT THE DIAMOND BUILDING, 350 CAPITOL STREET,            CHARLESTON, WEST VIRGINIA, AND IMMEDIATELY FOLLOWING            THIS MEETING, WE WILL PROCEED TO THE OTHER LOCATIONS.</p> <p>ALL INTERESTED BIDDERS ARE TO ATTEND THIS PREBID            CONFERENCE. FAILURE TO ATTEND THE MANDATORY PREBID            CONFERENCE SHALL AUTOMATICALLY RESULT IN DISQUALIFIC-            ATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE            VENDOR.</p> <p>*****            WE WILL START AT THE DIAMOND BUILDING IN CONFERENCE            ROOM B-10 AT 1:30 PM AND MOVE TO THE OCME AND THEN TO            OLS. INTERESTED PARTIES WILL HAVE TO PROVIDE            TRANSPORTATION BETWEEN LOCATIONS.            *****</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE            ON AWARD , 2006 AND EXTENDS FOR A PERIOD OF ONE (1)            YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS            IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE            ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL            NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE            TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY            REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS            WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN</p>						

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<p>THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 22, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p>						

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CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

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<p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED</p>						

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<p>THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----HHR70055----- BID OPENING DATE:-----10/13/2006----- BID OPENING TIME:-----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----						

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***** THIS IS THE END OF RFQ HHR70055 ***** TOTAL: _____						

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## **Blanket Contract for HVAC Maintenance**

Vendor shall furnish all supervision, labor, equipment, parts, and tools and to provide a complete preventative maintenance program to include inspection, service, and repair to maintain heating, ventilation, and air conditioning (HVAC) equipment in a safe and efficient operating condition in accordance with all federal, state, and local regulations.

Normal inspections and lubrication shall be made and provided in accordance with each equipment manufacturer's recommended maintenance requirements. Routine examinations of each piece of equipment shall be made on a scheduled basis and shall include all necessary adjustments and lubrication to keep the equipment in operations.

Vendor must be able to connect and fully utilize the digital control system currently used to monitor equipment and troubleshoot the main components of the HVAC building management systems included in this contract. (See *Exhibit B – Background Information*). These systems may include but not be limited to the following:

**350 Capitol Street, Charleston, WV 25301 (Diamond Building)** – Trane Tracer 100 System (revision 15.2) with telephone dial-up access. This system monitors the following controllers: Trane VVT system, Trane TCM controllers and Trane PCM controllers. The DDC system controls the make up air system, cooling tower and boiler loop and several VVT systems.

**500 Capitol Street, Charleston, WV 25301 (Parking Garage)**

**619 Virginia Street, West, Charleston, WV 25302 (Medical Examiner's Building)** – Metasys Extended Architecture control system with web browser access. The system employs a Network Automation Engine (NAE 3500 Series) to supervise unitary field controllers that are connected to each rooftop air-handling unit that have a combination temperature and humidity space sensor and use factory economizer controls. The control system also monitors and controls exhaust fans within the building. There is a single, standalone, TSI 8600 Series Room Pressure Controller that maintains a constant negative pressure set point in the autopsy suite.

**167 11th Avenue, South Charleston, WV (Laboratory Services)** – This address is used by both the State Hygienic Laboratory and the Bio-Safety Level III Lab. The Hygienic Lab was renovated in 2006 and a large portion of the equipment is still under manufacturer's warranty. Programmable thermostats control equipment.

**167 11th Avenue, South Charleston, WV (Bio-Safety Level III Lab)** - The Level III Lab's equipment was installed in 2004 and is out of manufacturer's warranty. Honeywell Webs Tidium Control System with web browser access. The Tridium panel (WEB403-R2) supervises the XL500 control system that uses Distributed I/O to control and monitor the HVAC system along with the VHP Decontamination System (vaporized hydrogen peroxide gas) and the five zone TSI 8600 Series room pressure controller.

Normal inspections shall be made and provided in accordance with each equipment manufacturer's recommended maintenance requirements. Vendor must be able to connect and fully utilize the digital control system currently used to monitor equipment and troubleshoot the main components of the HVAC systems.

Vendor shall review all operating sequences and practices of the current equipment in order to assure the effective environmental conditionings while minimizing operational costs. This initial survey of the operating parameters will be conducted within the first 60 days of the contract award – except for certain seasonal systems. Seasonal equipment will be surveyed during the next appropriate operating season. Survey shall include, but not limited to, time schedules, reset schedules, economizer changeovers where applicable, set points, and energy management routines.

Vendor shall develop a comprehensive report of findings with recommendations for operational changes, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment. Approved changes shall be made during scheduled maintenance visits at no additional cost to the Agency. Approved changes that require additional devices, hardware, software and programming shall be done under the requirements for additional works herein after in Section titled "Other Work"

Service call work, other than emergency type, or major activities that would cause disruption to the workplace environment, shall be accomplished during hours of regular scheduled workdays. These hours are 8:00 A.M. to 4:30 P.M., Monday through Friday. Routine scheduled maintenance work that would cause disruption of business activities during the regular business hours shall be performed after 5:00 PM daily, over weekends or on scheduled holidays.

Only under emergency situations will the Vendor remove equipment from services without prior approval from the Agency. Any equipment removed from service by the Vendor for maintenance shall be restored to service promptly; under no circumstances shall any equipment covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Vendor has obtained prior approval from the Agency. The request for said approval should include a description of the extended maintenance actions and the estimated length of the period of non-service, and should be made well enough in advance so that the downtime can be scheduled.

Should any equipment covered by this contract be removed from service by the Agency, or at the direction of the Agency, for any extended period of time for renovations or like reason, the Vendor shall reduce the contracted monthly charges proportionately for each day that the equipment is out of service.

For the purpose of clarification, any item not specifically excluded shall be considered the Vendor's responsibility under the scope of the full maintenance services. The following items are excluded at each location:

- Household refrigerators and appliances.

- Water fountains and/or bottled water-cooling units.

- Refrigerated soda or drink dispensing machines.

- Individual personal portable appliances – fans, foot warmers, heating pads.

#### **Competence of Vendor**

"During the last five years, the Vendor must have satisfactorily installed and maintained HVAC equipment of the type, character and magnitude as defined in the attached Equipment Listing of this contract." Vendors are required to furnish information concerning the five largest facilities contracts, explaining capacity, experience, ability, responsibility, previous work, and their current amount of similar work.

Vendor shall have in his direct employment the necessary organization and proper facilities to properly fulfill all the service required. They must employ only skilled, competent and trained equipment personnel, and must provide a resume that they have a working knowledge of the engineering data, wiring layouts, and materials of specified equipment and/or equipment.

The Agency requires Vendor to have adequate personnel available in Kanawha County, West Virginia eight (8) hours a day, between the hours of 8:00 am to 4:00 pm, Monday through Friday, with legal holidays excluded.

### **Emergency Telephone Services**

Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached everyday of the week, including Sundays and Holidays. Vendor will be asked to respond to emergency situations as communicated to Agency by our tenants and the public in general. To facilitate this cooperative communication, the contract Vendor will establish a call down list or other procedure that will insure the quickest possible response time.

### **Extent of Work**

Vendor shall provide regular and systematic examinations and preventative maintenance service, making examinations at scheduled monthly intervals, at which time he shall take necessary actions to restore the equipment to satisfactory and safe service. By using preventative maintenance methods, the Vendor shall furnish and install parts as necessary to keep the equipments in the best possible working order.

At all times, the Vendor shall also maintain the efficiency, speed and safety for the equipment as designated by the original manufacturer specifications. The Vendor shall perform all necessary examinations and adjustments to maintain equipment at the specified limits; adjust or replace all safety devices, including regulators, limit switch, pressure relief valves, or other safety or regulating devices. All of the aforementioned tasks are to be done whenever necessary to insure maintenance of adequate safety factors, and in accordance with these specifications. The vendor shall provide Agency with copies of water treatment field reports and make sure additives are adjusted immediately to compensate for any imbalances in the system. The Vendor shall also replace annually, or as needed, all 9-volt batteries used in the T7200 thermostats and replace all belts on the BAC cooling tower.

The routine repair maintenance program under this contract shall include, but is not limited to: replacement of batteries in thermostats, cleaning, painting, lubricating, packing, sealing, adjusting, calibrating, repairing, furnishing and replacing of filters (except HEPA filters) and furnishing and replacing of parts and equipment. It shall include the furnishings of all equipment necessary in the performance of these tasks, as required in the specifications. Under the routine maintenance program, parts and equipment shall include, but shall not be limited to the following: bearings, belts, filters, gaskets, controls, safety devices, controllers, control parts, coils, switches, contacts, and valves, control panels, chemicals, lubricants, fluids, gases, motors, pumps and fittings or connections. During routine and/or regular maintenance schedules of HVAC equipment serving areas of laboratory equipment, the Vendor shall monitor readings of the pressure differentials on the Magnehelic Gauges on all HEPA cabinets to assure sufficient air volumes are being supplied for the safety of the personnel. **Bag-In-Bag-Out HEPA filter service is performed under a separate contract and shall not be priced within this contract.**

Vendor will also be responsible for replacement of ceiling grid and tiles should they become soiled or damaged. Replacement tiles and grid parts will be furnished from Agency's inventory on a limited basis. Agency will make final determination whether to clean or replace on a case-by-case basis.

**Spare Parts Inventory**

Vendor must maintain a spare heat pump chassis (owned by Agency) of each heat pump size in a working condition for emergency change out during evening hours or as directed by the Agency. This applies only to the equipment at 350 Capitol Street, Charleston, WV.

Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment identified in this contract. Such spare replacement parts should be kept in a warehouse inventory or available from manufacturing facilities located strategically within the United States and available within twenty-four (24) hours. All replacements shall be equal to or better than original manufacturer's parts.

Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of wear or breakage, but is unavailable from the manufacturer due to obsolescence, still remains the Vendor's responsibility to replace, repair or renew from another available, reliable source.

**Access to Buildings**

The facilities identified in this contract require card access to gain entrance. The successful vendor will have to identify principal services personnel, which will be issued access cards and certain keys to perform service. Vendor will be responsible for controlling the cards and paying a replacement fee, if the cards become lost or stolen. Vendor will notify Agency immediately of any card that cannot be accounted for and instruct all staff on security procedures issued by the Agency.

Vendor's access to the Office of Laboratory Services and the Chief Medical Examiner buildings will have to be arranged and coordinated with maintenance and/or management staff to be present during testing and autopsy procedures.

**Inspection and Tests**

Vendor shall examine all safety devices and shall perform routine safety tests according to the manufacturer's recommended schedule and standards. Tests will be performed in the first 60 days of the contract and subsequently as recommended by the equipment manufacturer. Such tests shall be performed and results duly recorded on a mechanical room maintenance chart, and as well as any other test reporting documents.

**Job Material Storage**

After award of the contract, the Vendor may store repair parts at the job site for emergency or quick replacement. All replacement parts, lubricants, etc. shall be kept in suitable Vendor-furnished metal cabinets in the equipment machine rooms.

**Records and Reporting**

Vendor should submit with his bid a proposed schedule of all inspections, lubrications, adjustments, tests, cleaning, routine repairs and other preventative maintenance activities that the Vendor shall be performing on a routine basis during the life of this contract.

Vendor's representative shall report to the Agency or their designated representative prior to performing any work specified in this contract. Vendor shall provide and keep current a suitable chart, posted in the machine room of the equipments, on which entries shall be made to indicate the status of all servicing and maintenance work performed; likewise, status reports shall be submitted to the Agency, or its designated representative monthly. Vendor shall maintain a complete, orderly, and chronological log (including drawings, parts lists, and wiring diagrams) of callbacks and repairs for the equipment. Vendor shall maintain updated contract wiring diagrams for the equipment in each machine room. These wiring diagrams shall be permanently mounted on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.

**Owner's Right to Inspection, Test and Cancellation**

Agency reserves the right to make such tests and inspections as and when deemed advisable to ascertain if the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the Agency may demand that the Vendor immediately initiate corrective action to restore the equipment to a condition that conforms with the specifications contained herein, and should the Vendor then fail to comply with the Agency's demands for corrective action, then the Agency may, by written notice to the Vendor, terminate the Vendor's right to proceed further with the work. In such an event, the Agency will take over the work and pursue it to completion by contract or otherwise, and the cost of this corrective action will be deducted from any monies owed to Vendor.

**Sub-letting/Assignment**

The successful vendor shall not at any time sell, convey, transfer mortgage pledge, or assign this contract, either in whole or in part, nor any of its rights, title, interest or privileges hereunder, nor sublease or sublet any of the facilities, or any part thereof.

**Payment**

Upon completion of the work in a manner satisfactory to the Agency, payments in amounts stipulated in the contract will be made monthly in arrears in accordance with State fiscal procedure, upon submission of the Vendor's invoice.

If necessary, at the commencement or termination of this contract, payments shall be made for any fractional part of month's service at the rate of one-thirtieth (1/30) of the monthly charge for each day of service rendered.

Monthly billings must be accompanied by service reports, indicating hours worked and work performed on the equipment during the current month. The signature of the Director of the Agency, or his representative shall verify reports. Failure to comply will result in the withholding of monthly payments.

**Withdrawal or Addition to Agreement**

In the event that the Agency shall withdraw or add any equipment to or from service, or the usefulness of any equipment shall end, during the term of this contract, the Vendor shall agree to negotiate, in writing, an acceptable increase and/or reduction of cost for service for the balance of the duration of said contract.

**Pricing of Services**

Vendor shall provide a monthly individual price for each equipment item listed on Exhibit A.

**Other Work**

Vendor may be asked to perform non-preventative maintenance work by the Director of Maintenance and Planning and in cooperation with the Maintenance Supervisor of the facility. The Vendor shall provide labor and material needed to accomplish the requested work. Vendor shall bill for this labor at his regular hourly rate and materials shall be billed at the Vendor's cost, plus 10%.

Mechanic = \$ \_\_\_\_\_ per hour  
Helper = \$ \_\_\_\_\_ per hour

Documentation of the Vendor's cost for materials, in the form of invoices from third-party vendors, shall accompany any bills to the Agency for work as defined in this paragraph.

**Special Terms and Conditions:**

**Insurance Requirements:** Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

1. For bodily injury (including death): minimum of \$500,000 per person & \$1,000,000 per occurrence.
2. For property damage and liability: minimum of \$250,000 per occurrence.

**Prohibition Against Gratuities:** Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent Vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent Vendor 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 contract. Neither the Vendor, any employees of the Vendor, nor subcontractor for the Vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and Vendors 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, and



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.

Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

**Indemnification:** 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 sub vendor, 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 sub vendors 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; (3) Any failure of the Vendor, its officers, employees or sub vendors to observe State and Federal laws, including but not limited to labor and wage laws.

**Compliance with Laws and Regulations:** Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**Subcontracts/Joint Ventures:** Vendor is solely responsible for all work performed under the contract and shall assume prime Vendor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all sub vendors.

**Liquidated Damages:** According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$250 for each day for each equipment for which the vendor does not meet any specification of this contract for failure to provide scheduled monthly maintenance by the end of each month. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

**Reduction in Services:** A deduction in the monthly payment shall be imposed at the rate of one-thirtieth (1/30) of the monthly rate for each day for each equipment which is, at the direction of the Agency or directly by the Agency, removed from service for renovations or like reason.

**Record Retention (Access & Confidentiality):** Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. Vendor shall maintain such records a minimum of five (5) years and

make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of a breach of confidentiality by the Vendor, sub vendors, or individuals permitted access by Vendor.

**Mandatory Prebid Conference:**

A mandatory prebid conference is scheduled on September 21, 2006 at 1:30 P.M.

Location:      Conference Room  
                    350 Capitol Street  
                    Charleston, West Virginia

**All interested Vendors are required to attend the mandatory prebid conference. Failure to attend the mandatory prebid conference shall automatically result in disqualification. One person cannot represent more than one vendor.**

#	Building Location and Type of Equipment	No. of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O&M Manual Reference	Monthly Cost
<b>350 Capitol Street, Charleston, WV 25301 (Diamond Building)</b>									
1	Computer Room Water-Cooled AC	2	Data Aire, Inc.	17 ton	Section 1	O&M 10/89		Page 23	\$
2	Computer Room Steam Humidifiers	2	Nortec Industries		Section 1	MES-U MES-P		Page 4	\$
3	Water Source Heat Pumps	192	Trane	1-5 tons	Section 2			Pages 107-109	\$
4	Programmable Thermostats	190	Honeywell Trane VarTrac II		Section 2	VAV/ION-8		Pages 1-2	\$
5	Cooling Tower & Water Treatment	1	Baltimore Aire Coil	600 ton	Section 3	M248/1-0BA PP-5M-8/96			\$
6	Closed Recovery System & Separator	1	Lakos		Section 3	CRS-360-C LS-574 LS-301N			\$
7	Plate Frame Heat Exchanger	1	Armstrong		Section 4	PEX85			\$
8	Centrifugal Pumps	3	Armstrong		Section 5	4030 SERIES			\$
9	Flow Combination Valves	3	Armstrong		Section 5	FLO-TREX			\$
10	Rooftop Gas Fired Make-up Air Units	3	Trane		Section 6	1200 PBH			\$
11	Honeywell Damper Motor	3	Honeywell		Section 6	M436A/MK36A,B			\$
12	Power Roof Ventilators	1	Loren Cook Company		Section 7	H-SERIES-M-A		Pages 7-11	\$
13	Centrifugal Roof Ventilator	2	Loren Cook Company		Section 7	AC-SERIES-AC-M-8		Pages 6-8	\$
14	Propeller Wall Fan	2	Loren Cook Company		Section 7	30-XLHP S X-STREAM 5/97		Page 4	\$
15	Motorized Outside Air Louvers	2	Siebe		Section 7	MA-305 F-06491-22 BK		Page 4	\$
16	Hot Water Heating Boiler	2	Lochivar Copper-Fin		Section 8	CB0985 MNL7019 REVA		Pages 8-11	\$
17	Packaged Terminal Air Conditioners	2	Trane		Section 9	PTEC M-1		Pages 18-19	\$
18	Water Treatment	1			Section 10				\$
19	Filter Service External Units	3			Section 11				\$

#	Building Location and Type of Equipment	No. of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O&M Manual Reference	Monthly Cost
20	Filter Service Internal Units	192			Section 11				\$
21	Filter Service Computer Room	2			Section 11				\$
22	Wall Resistance Heaters	3	Qmark Ray Wall		Section 12				\$
23	Infrared Radiant Heater	1	Re Verber Ray		Section 12	DR 30 NSPI-9 120V UNVENTED			\$
24	DDC Controls Tracer Building Mgmt. System	1	Trane		Section 13	SERIES EMTB-OG-15			\$
<b>500 Capitol Street, Charleston, WV 25301 (Parking Building)</b>									
1	Filter Service Parking Garage	2			Section 11				\$
<b>619 Virginia Street, West, Charleston, WV 25302 (Medical Examiner's Building)</b>									
1	Outdoor makeup air dx cooling and dehumidification unit	2	REZNOR	12.5 ton		RDDA-144-300			\$
2	Outdoor makeup air dx cooling and dehumidification unit	1	REZNOR	8.5 ton		RDDA-102-200			\$
3	Outdoor makeup air dx cooling, gas heat unit w/condenser	2	REZNOR	5.0 ton		RDCA-060-100			\$
4	Belt driven Exhaust fan w/backward inclined centrifugal wheel	2	GREENHECK	230		SWB-215-30			\$
5	Centrifugal Roof Exhaust Fan	1	GREENHECK	50		GB-071-6			\$
6	Belt driven Exhaust fan w/backward inclined centrifugal wheel	1	GREENHECK	140		SWB-210-7			\$
7	Centrifugal Roof Exhaust Fan	1	GREENHECK	50		GB-081-6			\$
8	Centrifugal Upblast Exhaust Fan	1	GREENHECK	25		SG-70-G			\$
9	Lay-in Electric Ceiling Heater	1	QMARK			CDF-548			\$
10	Wall Mount Electric Heater	4	QMARK			AWF-4404			\$
11	Canopy Hood	1	LABCRAFTERS			H-466			\$
12	Air Control Valve								\$

#	Building Location and Type of Equipment	No. of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O&M Manual Reference	Monthly Cost
13	Filter Service		American Air Filter						\$
<b>167 11th Avenue, South Charleston, WV 25303 (Laboratory Services)</b>									
1	Rooftop Unit	1	YORK	7.5 ton		DF090N10PAAAA			\$
2	Rooftop Unit	1	YORK	5 ton		DM060N08P2AAJ 1			\$
3	Rooftop Unit	1	YORK	5 ton		DM060N08P2SSJ 1			\$
4	Rooftop Unit	1	YORK	4 ton		DM048N06P2AAJ 1			\$
5	Rooftop Unit	1	YORK	6 ton		DF072N08P2AAJ 1			\$
6	Rooftop Unit	1	YORK	6 ton		DF072N08P2AAJ 1			\$
7	Rooftop Unit	1	YORK	10 ton		DF120N15P2AAA 3			\$
8	Rooftop Unit	1	YORK	6 ton		DF072N08P2AAJ 1			\$
9	Rooftop Unit	1	YORK	8.5 ton		DF102N10P2AAA 4			\$
10	Rooftop Unit	1	YORK	5 ton		DM060N08P2AAJ 1			\$
11	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-070-6			\$
12	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-141-3			\$
13	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-101-4			\$
14	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-151-5			\$
15	Belt driven Exhaust fan w/backward inclined centrifugal wheel	1	GREENHECK			SWB-210-5			\$
16	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-101-4			\$
17	Belt driven Exhaust fan w/backward inclined centrifugal wheel	1	GREENHECK			SWB-131-5			\$
18	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-131-5			\$

#	Building Location and Type of Equipment	No. of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O&M Manual Reference	Monthly Cost
19	Centrifugal Roof Exhaust Fan-Belt Driven	1	COOK			ACEB-100C2B			\$
20	Centrifugal Roof Exhaust Fan-Belt Driven	1	COOK			ACEB-70C2B			\$
21	Filter Service								\$
<b>167 11th Avenue, South Charleston, WV 25303 (Bio-Safety Level III Laboratory)</b>									

1	Makeup Air	1	Aeon	16		49207	200312- AKCHO 11201		\$
2	Makeup Air	1	Aeon	8		49206	200312- AKCHO 7823		\$
3	Exhaust with HIPA Filtration	1	Acme	3hp		QBR161	03A711210		\$
4	Exhaust with HIPA Filtration	1	Acme	3hp		QBR161			\$
5	Control System	1							\$
6	Filter Service								\$
									Monthly Total = \$

**Other Work:** When non-preventative maintenance work is requested of the Vendor by the Agency, the Vendor shall provide labor and material needed to accomplish the requested work. Vendor shall bill for this labor at his regular hourly rate and materials shall be billed at the Vendor's cost, plus 10%.  
 Mechanic = \$ \_\_\_\_\_ per hour  
 Helper = \$ \_\_\_\_\_ per hour

Documentation of the Vendor's cost for materials, in the form of invoices from third-party vendors, shall accompany any bills to the Agency for work as defined in this paragraph.

Contractor's Name: _____									
Telephone Numbers: _____									
Normal Business Hours _____									
After Normal Business Hours _____									
167 11th Ave (Lab) \$									
167 11th Ave (Bio) \$									
Monthly Sub-Totals by Location									
350 Capitol Street \$									
500 Capitol Street \$									
619 Virginia St W \$									
167 11th Ave (Lab) \$									
167 11th Ave (Bio) \$									
Competence of Vendor: Vendor should attach information to demonstrate experience and resume of employees.									

## Background

It is the intention of the Agency to secure a blanket contract for routine repair, maintenance, balancing and testing of all heating, ventilation, and air conditioning equipment located at the facilities listed above. The primary goal of this contract is to provide for the maximally efficient operation of all heating, ventilation, and air conditioning equipment and associated equipment, including a minimum of down-time for repairs accomplished through a comprehensive routine maintenance and repair program. The secondary goal of this contract is to provide for repairs to be made with as little disruption to business activities as possible. Certain repairs and routine maintenance may need to be made during non-business hours.

The functional operations of these facilities range from the major portion being office space to unique and special functions of bio-hazard testing, morgue and autopsy functions, and hygienic testing functions. As noted on the attached listing of equipment, a few units have HEPA filtration of exhausted air.

Equipment located at 350 and 500 Capitol Street was installed in 1999 and has been serviced under this type of contract since being put into service for a major office building.

The equipment at 619 Virginia Street, West, servicing the State's Chief Medical Examiner's operation, was put into service in the fall of 2005 and has not been under any contract.

The major portion of the equipment at Hygienic Laboratory at 167 11<sup>th</sup> Avenue, South Charleston was recently renovated and all new HVAC equipment has been put into service just prior to the awarding of this contract and will be under a manufacturer's and installer's warranty until their expiration.

The equipment servicing the Bio-Safety Level III lab at this same location was put into service in the summer of 2004 and is now out of manufacturer's and installer's warranties. This BSL-III lab operates as a negative pressured one-pass air system.

Only regularly scheduled and routine type preventative maintenance work in accordance with manufacturers recommendations will be expected. In the event repair parts not typically covered by this contract are required, the Agency will pay the contractor's cost of the part plus 10%. Contractor shall provide a copy of part invoice and identify the unit for which the part was required.

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_