



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:
PSC824

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUTCH CHITTUM
 304-558-8806**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**PUBLIC SERVICE COMMISSION
 OF WEST VIRGINIA
 201 BROOKS STREET
 CHARLESTON, WV
 25301 340-0323**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/26/2007				

BID OPENING DATE: **07/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-36		
<p>HVAC MAINTENANCE SERVICE</p> <p>OPEN END CONTRACT</p> <p>MAINTENANCE SERVICE INCLUDING PREVENTATIVE, PREDICTIVE, & CORRECTIVE MAINTENANCE LABOR, INSPECTIONS, AND EMERGENCY SERVICE LABOR TO MAINTAIN TOTAL COVERAGE OF THE HVAC SYSTEM FOR THE PUBLIC SERVICE COMMISSION PROPERTY AND BUILDING AT 201 BROOKS STREET, CHARLESTON, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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.

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
Charleston, WV 25305-0130



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 Purchasing Division
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<p>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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). 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; OR () 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 & 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</p>						

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<p>BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</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</p>						

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	PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:			BUTCH CHITTUM	44	
	RFQ. NO.:			PSC824		
	BID OPENING DATE:			07/24/2007		
	BID OPENING TIME:			1:30 P.M.		
	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 PSC824 ***** TOTAL:						

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

GENERAL INFORMATION

The Public Service Commission of West Virginia is contracting to provide:

Item:

Maintenance Service Agreement, including Preventative, Predictive, and Corrective Maintenance Labor, Inspections, and Emergency Service Labor to maintain total coverage of the Heating, Ventilation and Air Conditioning System, including the equipment contained within and on the Public Service Commission property and building located at 201 Brooks Street, Charleston, West Virginia.

Location:

Public Service Commission
201 Brooks Street
Charleston, WV 25301

Contact:

All inquires concerning the Request for Quotation and the subject of the Request for Quotation must be made to:

Butch Chittum, Senior Buyer, 304-558-8806 Fax 304-558-5441 or e-Mail to BChittum@wvadmin.gov
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305

Specifications:

The following specifications are intended to describe an HVAC Maintenance Contract. The details contained in these specifications are not designed to exclude any manufacturer from bidding, but are offered as a means of describing the needs of the Public Service Commission. Where brand names may be used, the words "or equal" are assumed to follow. All specifications are minimum requirements.

1. State of West Virginia Prevailing Wage Rates are to be paid.
2. Insurance: A minimum one million dollars per occurrence commercial general liability insurance policy with the Public Service Commission as named insured is to be provided by the successful bidder prior to the award of the contract.

3. Workers' Compensation and Unemployment Premiums: Certification from the Commission of employment Security as to the status of vendor's Worker's Compensation and Unemployment Security premiums is to be submitted by the successful bidder prior to the award of the contract.
4. Licenses and Permits: Successful bidder is responsible for obtaining all necessary licenses and permits.
5. OSHA Regulations: All federal Occupational Safety & Health Administration Regulations must be followed by all contractor personnel while performing work for the Public Service Commission.

Section Index:

- 1.0 Specific Provisions
- 2.0 General Provisions
- 3.0 Scope of Service
 - 3.1 - Preventative Maintenance
 - 3.2 - Operational Inspections
 - 3.3 - Repair Services

1.0 SPECIFIC PROVISIONS

1.1 Award:

Award will be made on an "All-or-None Total Offer" Basis. If it is awarded, it will be to the lowest, most responsive bidder whose overall qualifications indicate that the award will be to the best interests of the Owner; the proposal shall comply with all of the requirements of these specifications.

1.2 Safety Regulations:

It is the responsibility of the service contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.

1.3 Changes in the work:

Changes to the contract require completion of a properly executed change order with approval by the Director of Purchasing and the Attorney General.

1.4 Definitions

- 1.41 Public Service Commission shall hereinafter be called the Owner."
- 1.42 The successful organization on these specifications shall hereinafter be called the "Contractor."
- 1.43 "The Contract," as herein stated, shall mean the agreement between the Owner and Contractor to provide the maintenance as herein specified.
- 1.44 "Preventative Maintenance," as herein stated, shall mean scheduled inspections and replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part

- replacement shall be in accordance with the equipment manufacturer's recommendations and/or the operating conditions of the equipment.
- 1.45 "Corrective Maintenance," as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a HVAC system, (i.e. repair.)
- 1.46 "Predictive Maintenance," as herein stated, shall mean maintenance actions taken that will allow the prediction of equipment wear. These actions are in the form of test or inspection, such as lube oil analysis, vibration analysis, or other non-destructive tests.
- 1.47 "Controls," as herein stated, shall mean all controls, transmitters, controllers, and controlled devices, including controlled dampers and actuators, valves, and all recording equipment that is related to the operations of, the HVAC equipment included in this Contract. This contract includes individual room thermostats.
- 1.48 "Competent Mechanic," as herein stated, shall mean a journeyman mechanic who has had at least ten (10) years experience maintaining the types of equipment listed in this contract.
- 1.49 "Owner's Representative," as herein stated, shall be defined as that person so designated by the Business Manager of the Owner. This representative will normally be the Building Maintenance Supervisor in charge of the Building.

1.5 Intent to Bid:

Providing per the contract bid to maintain all covered equipment in prime operating condition, consistent with manufacturer's service recommendations. Defined in the Scope of Work, found under section 3.0 of this document. To have a single, responsible bidder capable of providing the services described within this agreement. It is not intended that this Preventative Maintenance and Repair service is subcontracted out to another vendor, or is it allowed without pre-approval.

1.6 Time of Performance:

The initial contract covers the period of one year. After the first year, the contract may be renewed on a yearly basis for two (2) successive years. The service contractor will be required to perform Comprehensive Inspection Visits on the air conditioning equipment, as indicated on the attached Detailed Minimum Specifications.

- 1.61 The contract may be terminated if the Contractor neglects or fails to perform work as stipulated. The Owner to give written notice of at least 30 calendar days indicating specific faults or failures prior to termination. An equitable adjustment to the contract sum will be made. The Owner also may terminate upon each year anniversary at their discretion.
- 1.62 The contractor may terminate the contract if the owner fails to pay as stipulated, or if the owner through acts or neglect prevent the Service Contractor from performing as specified. The Service Contractor must give written notice of at least 15 calendar days indicating specific reason, prior to any termination. An Equitable adjustment to the contract sum will be made.

1.7 Payment:

Payment to the Service Contractor will be limited to one payment per month. The bid amounts will be divided in equal amounts for the months covered, and payment made after receipt of Service Contractor's original invoices.

1.8 Performance of work:

The service company shall perform the maintenance as herein specified by trained, skilled, professional, journeymen who are familiar with routine inspection, preventative maintenance and repair procedures identified in the scope of service, and who are directly employed and/or under the direct supervision of the service contractor. The Service Company will employ Certified Technicians who are trained and knowledgeable on the Johnson Controls Metasys for software update and replacement of Controllers as well as all other aspects of the Johnson Controls. Contractor must provide proof that they have trained and factory authorized technicians to work on the Metasys Extended Architecture and be able to provide any software updates for the field devices. Proof should be submitted with the bid that the contractor can run the metasys software package that runs the building, perform database saves and provide updates and appropriate modifications.

1.09 Competency and Experience of Service Company:

- 1.09.1 Bids will only be considered from service contractors who can affirmatively demonstrate and give evidence showing that they are and have been for a minimum period of 10 years, an established service contractor providing mechanical maintenance service on HVAC equipment.
- 1.09.2 An organizational chart of the service contractor to be submitted showing location of offices and employees that will be associated with the administration and performance of this contract shall be provided to agency upon award of contract.

1.10 Technical Service Engineering Backup:

The service company shall have in its direct employ personnel who will be available for analysis, diagnostics, and predictive analysis of complex or unusual, mechanical maintenance problems associated with the successful service contractor's administration of bid specification. The names and locations of such personnel fulfilling this assignment shall be included with the service contractor's bid proposal.

1.11 Agreement Extras:

Should inspections indicate that repairs are necessary outside the scope of this agreement, the service contractor shall provide the Owner in writing with a composite price including labor, parts, material, and related expenses for such. The Owner will adhere to its own prescribed purchasing guidelines in selecting a vendor to perform the necessary repairs. Should alterations, additions, adjustments or repairs be made by others to any part of the system covered by this service agreement, the service contractor has the right to inspect such work to ensure that it has been performed in an acceptable manner to the service contractor prior to continuing the service agreement coverage. The service contractor

will notify the Owner in writing of such conditions, which must be corrected prior to the service contractor's acceptance.

1.12 Parts Availability:

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the service contractor is expected to have emergency parts available to the Owner within forty-eight (48) hours to minimize equipment down time.

1.13 Storage Space:

It is understood that the Owner does not have storage space available to the service contractor. Any storage needs must be off site and the responsibility of the service contractor, other than a minimal space for routine parts, the location to be agreed upon by both parties.

1.14 Combustible Material:

All combustible materials shall be handled and stored in compliance with all Owners, state and federal safety codes and regulations. Thinners, fluid and loose dry products being used by the service contractor on site shall be kept covered at all time.

1.15 Waste Oil:

Disposal of all "waste oil" will be the responsibility of the Contractor. Waste oil will constitute any oil removed from any piece of equipment that is a part of this specification. Since the Owner is the generator of the oil, and since the Owner is concerned with protecting our environment, all oil removed from serviced equipment will be classified as "waste oil" and is to be disposed of within the guidelines of EPA regulations. This includes all reports and manifests associated with tracking the waste oil to its final deposition. Service Contractor is to include, as a part of its bid, recommended methods of waste oil disposal.

1.16 Special reports:

The service contractor shall maintain a record of all maintenance and repairs relating to the equipment included in this agreement. Written reports are to be turned in to a designated person by the Owner upon completion of each inspection. If a problem is found that may be the cause for shutdown, then this problem must be directly brought to the attention of the designated Owner's person so that a plan of action can be formulated for the most timely repair to the equipment.

1.17 Owner Training:

Upon request, the service contractor will provide free of charge formal/informal training to the Owner so that he understands the operation and diagnostic procedures necessary to keep the equipment operating in the most beneficial manner. This will be done during

routine checks. Any training beyond this shall be defined and agreed upon by both parties.

1.18 Equipment Information/Improvements:

The service contractor shall keep abreast of all equipment changes and product improvements and will continually explore new and better methods of higher technology that will enhance the Owner's preventative maintenance service agreement capabilities, and enhancements to operations. It shall be the service contractor's duty to notify the Owner of these changes, improvements, methods, as they occur, so that the Owner may enhance his operations and maintenance program. Any changes or improvements outside the contract or resulting in additional costs to the owner would have to be submitted to the Purchasing Division for approval or bid.

2.0 GENERAL PROVISIONS:

2.1 Exclusions:

Unless otherwise stated herein, this Agreement shall not include items not normally subject to mechanical maintenance including but not limited to: ductwork, casings, cabinets, fixtures, structural supports, grillage, water piping, drain piping, disconnect switches and circuit breakers. Not included in the Agreement are repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, building system design, damage due to Lightning, Acts of God, or Enemy, or any other cause beyond the Service Contractor's control. Not included is the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that the Service Contractor encounters any asbestos product or any hazardous material in the course of performing its work, the Service Contractor shall discontinue its work and immediately notify the Owner. If warranted, the contractor has the right to remove its employees from the project, or that portion of the project wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated or removed, and/or it is determined that no hazard exists. The service Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction of same.

2.2 Warranty:

The Service Contractor guarantees that all service provided under this Agreement shall be performed in a workmanlike manner. Any claim for defective workmanship must be provided to the Service Contractor by written notice prior to the termination date of this Agreement upon which Service Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the Owner. The Service Contractor also warrants against defects in materials, and workmanship. This warranty is in lieu of all Other Warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose. Part(s), components(s) or services

furnished by others to the Service Contractor carry the same guarantee to the Owner as the Service Contractor receives. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer. All of the parts and materials shall be new and equal to and/or better than the existing parts. If the Owner requests parts or services not included in this Agreement, it is agreed that all requested part(s), component(s) or services supplied by the Service Contractor will be accepted subject to the Service Contractor Conditions of Sales issued with each order.

2.3 Limitation of Liability:

The Agency/Owner, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

2.4 Owner Responsibilities:

To allow the Service Contractor to properly perform the service included in this Agreement, Owner shall:

- * Permit access to Owner's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- * Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- * Promptly notify the Service Contractor of any unusual operating conditions.
- * Upon agreement of a timely mutual schedule, the Owner shall allow the Service Contractor to stop and start equipment necessary to perform service.
- * Provide adequate water treatment (if not included herein) to protect the tubes, tube sheets, water boxes and equipment water side from scale and fouling.
- * Where the Owner's remote monitoring service is provided, the Owner is to provide and maintain a telephone line with long distance direct dial and answer capability for the benefit of the Service Contractor.

2.5 Proprietary Rights:

During the term of this Agreement and in combination with certain services, the Service Contractor may elect to install, attach to the Owner's equipment, or provide portable device(s), which are used in connection with providing service on the Owner's Equipment.

2.6 Owner Termination:

Upon any termination, early termination or expiration for this Agreement, the Service Contractor shall have free access to enter the Owner location(s) to disconnect and remove any of the Service Contractor's personal proprietary property of device(s) as well as remove any and all Service Contractor-owned parts, tools, and personal property.

2.7 Liability:

Notwithstanding anything in this Agreement to the contrary, the Service Contractor shall not, under any circumstances, be liable for any accident, injury, breakage, loss or damage to the equipment or machinery, appliances, or property connected therewith, or the resultant consequences, unless such loss or damage is caused by the negligence of the Service Contractor's agents, employees, or subcontractors. The Service Contractor shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, the Service Contractor, at its option, may submit a proposal for the Owner's consideration in addition to this Agreement and will have to be approved by the Purchasing Division or bid.

3.0 SCOPE OF SERVICE:

3.1 Preventative Maintenance:

Comprehensive Inspection Visit Preventative Maintenance (minimum of one (1) per piece of equipment as stated in this contract). Each Comprehensive Inspection Visit Preventative Maintenance is to consist of scheduled recurring preventative maintenance actions which are to be performed on a yearly interval determined by equipment operating hours that may be recommended by each equipment manufacturer. These Comprehensive Inspection Visit tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.

3.2 Operational Inspections:

As per the following schedule for each piece of equipment, each operating inspection is to consist of the task-actions sheets to be submitted herewith for each equipment type and to be performed at the intervals listed herein.

3.3 Repair Services:

Minor Repairs:

Minor repairs shall consist of tasks which are performed on an as needed basis that may require minor disassembly and removal of available inspection covers for minor repairs, measurements, and adjustments including replacement of routine expendable parts, controls, switches and indicator lamps. Within this bid, these replacement parts will be provided by the Owner.

Major Repairs:

Major repairs consist of the repair or replacement of moving parts, motor starters, motor rotors, and maintainable components that may have failed unexpectedly (except for those

failures beyond Service Contractor's control as stated in General Provisions, including dip and bake motor windings where applicable).

Tube Repairs-Refrigerant Side:

This service includes the repair or replacement of internal tubes, tube sheets, support sheets, distribution systems, liquid eliminators, drain/purge baffles, and components that contain or distribute refrigerant within the equipment. This service covers tube failures that may result from the refrigerant side of the equipment heat exchanger.

Controls, repair or Replacement:

Control Repair or Replacement consists of repairing, rebuilding or control replacement when necessary using available original manufacturers specified repair parts, rebuild kits or recommended equal or better replacement components. Repair includes control calibration and lubrication (where applicable) of all control devices including controllers and linkage for valves (excluding valve removal) and dampers.

Predictive Maintenance:

Analysis of Fluids/Tubes

Service Contractor is to provide audits on the internal integrity of the refrigeration equipment by analysis at the frequency listed. Owner is to be advised of any dynamic or static parameters that may cause equipment problems.

Vibration Analysis:

Vibration analyst shall be employed by the successful contractor of this bid as a mechanic certified by Vibration Institute and experienced in working and repairing rotating machinery and trained in the predictive service and vibration analysis. The Vibration Analyst shall demonstrate competence in accurately diagnosing HVAC equipment problems such as, but not limited to, unbalance, misalignment, bearing problems, bent shafts, looseness, resonance, and sheave and belt problems.

The Vibration Analyst shall demonstrate competence in accurately diagnosing HVAC equipment problems such as, but not limited to, unbalance, misalignment, bearing problems, bent shafts, looseness, resonance, and sheave and belt problems.

Monitoring CMVA10 and CMVA55 Machinery and Bearing Analyzer Microlog. The FFT spectrum shall have a minimum resolution of 75 CPM per bin. The data window function shall be Hanning. The measurement type shall be peak. The spectra for the points shall have a FFT spectrum of 0-60 KCPM at 800-line resolution. Additional spectra or points will be collected depending on the initial machine condition. The accelerometer shall have a nominal sensitivity of 100mv/g (+/- 5%) at 100 Hz. The sensor frequency range shall be between 3 Hz and 9 kHz (+/- 3 dB). The amplitude range shall be +/- 80g peak. The accelerometer mounting resonance shall be greater than 25 kHz. The sensor temperature range shall be between - 65 Deg. F to 250 Deg. F. The Vibration Data Collection Instrumentation shall be a Condition The Vibration Data Collection Instrumentation shall be a Condition Monitoring CMVA10 and CMVA55 Machinery and Bearing Analyzer Microlog. The FFT spectrum shall have a minimum resolution of 75 CPM per bin. The data window function shall be Hanning. The measurement type shall be peak. The spectra for the points shall have a FFT spectrum of

0-60 KCPM at 800-line resolution. Additional spectra or points will be collected depending on the initial machine condition. The accelerometer shall have a nominal sensitivity of 100mv/g (+/- 5%) at 100 Hz. The sensor frequency range shall be between 3 Hz and 9 kHz (+/-3 dB). The amplitude range shall be +/- 80g peak. The accelerometer mounting resonance shall be greater than 25 kHz. The sensor temperature range shall be between - 65 Deg. F to 250 Deg. F.

The predictive acceptance test should be performed at least once a year. All data shall be permanently stored in a database for reference. All recommendations and findings will be given to the customer in the form of a report along with the other equipment.

Response Time:

The response time by the selected contractor shall be no more than 4 Hours from the initial call.

Equipment List:

SCHEDULE "A"

Shall include but not limited to the following equipment:

- 2 Bryan Boilers Model # CL-12OW-FOG 960,000 BTU, Serial # 57882-57833
- 1 Bryan Boiler Model # D-350-W-FDG 280,000 BTU, Serial # 57887
- 1 Trane Liquid Chiller Model RTAA2004XL01A1DOBG 200 Tons
- 1 Mammoth Air Handler Model # BEF-750W-1052SZ 20 HP
- 1 Mammoth Air Handler Model # BEF-500W-709SZ 15 HP
- 1 Mammoth Return Air Fan Model # BK750-SZ 10 HP
- 1 Mammoth Return Air Fan Model # BK500-SZ 7.5 HP
- 1 Tempmaster Air Handler Model # AT4000 5 HP Serial # 2588
- 1 Eaton Speed Drive Model # 740080-335 20 HP
- 1 Eaton Speed Drive Model # 740060-626 10 HP
- 1 Eaton Speed Drive Model # 740070-518 15 HP
- 1 Eaton Speed Drive Model # 740050-878 7.5 HP
- 13 Johnson Controls VAV Controllers

- 1 Johnson Controls NAE Controller
 - 3 Johnson Controls AHU Controllers
 - 1 All components related to the Johnson Controls' Metasys System whether listed or not
 - 2 U.S. Electric Circulating Pumps Model # A080-00-673 J067R061 15 HP
 - 2 Marathon Circulating Pumps Model # NUK-213TTDR7341 BNL 7.5 HP
 - 2 Marathon Circulating Pumps Model # NC56TI70 2068B-R42 1.5 HP
 - 2 A.O. Smith Water Heaters Model # DEN30 Serial # AH83-10187-M32
 - 15 Emerson Electric Heaters Model # AWH-4000
 - 1 Quincy Air Compressor Model # FF230 6 HP Serial # 34688301
 - 4 Emerson Electric Heaters Model # MUH-400A
 - 6 Cabinet Heaters Model # MOD-27CC
 - 1 Exhaust Fan Penn Model # A162 1/4 HP
 - 1 Exhaust Fan Penn Model # XT82 ½ HP
 - 1 Exhaust Fan Penn Model # XQ82 1/12 HP
 - 1 Exhaust Fan Penn Model # XK94 1/10 HP
 - 1 Exhaust Fan Acme Model # PXDI4B8 1/12 HP
 - 1 Exhaust Fan Acme Model # ECH24F 1/3 HP
 - 16 HFB VAV Boxes Titus W/2 Stage Electric Heat
 - 45 HFB VAV Boxes Titus W/1 Stage Electric Heat
- All VAV Boxes - Titus
- 1 Quincy Air Dryer
 - 1 Liebert 3 ton split unit m/n MMD36E-P00D0 w/ Liebert m/n MCD36ALPH3 Centrifugal fan condensing (Computer Room)

4 Unit Heaters (Garage Area)

Successful bidder shall perform regularly monthly scheduled system checks and service. In addition to this, the contractor shall perform 2 Comprehensive Checks per year.

Program shall consist of:

1. EMERGENCY/CORRECTIVE MAINTENANCE

Twenty-four (24) hours, seven days a week emergency/corrective service including overtime, parts, and material to be provided at no additional cost above stated contract price. Contractor must be available to customer at any time and respond within four (4) hours after notification of system problems. The West Virginia Public Service Commission reserves the right to bill the service contract \$100.00 per hour for each hour over the maximum four (4) hour allowance.

2. ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

Total environmental control system maintenance including, but not limited to:

- A. The total heating, ventilating, cooling and control systems. (Total mechanical system maintenance).
- B. A minimum of four (4) filter changes yearly for all HVAC equipment having filters. A record of each filter change by unit must be kept with copies being given to the Executive Director. In addition, the prefilters will be replaced on a monthly basis.
- C. Records of all functions shall be kept with copies being given to the Executive Director.
- D. All maintenance operations shall be performed as recommended by the manufacturer or the Executive Director.

3. COMPUTERIZED HVAC MANAGEMENT SYSTEM

Successful bidder must certify professionally trained ability to operate the current HVAC computer monitoring software (Johnson Controls Metasys Energy Management System) or install a comparable and compatible computerized HVAC management system including on-site and off-site monitoring and modification of total HVAC system with telephonic notification of system alarms. The computer software must be Windows XP compatible. Contractor will be able to provide all software updates to the Johnson Controls Network automation Engineer (NAE) controller.

SCHEDULE "A" Comprehensive Visit Tasking

- 2 Bryan Boilers Model # CL-12OW-FOG 960,000 BTU, Serial # 57882-57833

Comprehensive visits to be performed twice per year.

Burner Control Inspection

Test for the following items (as applicable): firing rate, fuel/air ratio, CO₂, CO, etc.

Adjust burner controls as required to obtain proper combustion.

Check Safeties

Bryan Boiler Model # D-350-W-FDG 280,000 BTU, Serial # 57887

Comprehensive visits to be performed twice per year.

a. Same as above.

Trane Liquid Chiller Model RTAA2004XL01A1DOBG 200 Tons

Comprehensive visits to be performed twice per year.

Lube System:

Meg Oil Pump motor and record readings.

Measure and record oil pump voltage and amperage.

Inspect the starter for signs of overheating, arcing, burns, etc.

Verify Operation of oil cooling system.

Tighten terminal connections on the oil pump motor.

Verify operation of the oil heater.

Change the compressor oil and filter.

Motor and Starter

Clean Starter Cabinet.

Inspect starter and starter components for signs of discoloration, burns, moisture, etc.

Inspect wires for discoloration and burns.

Test accuracy of motor current (amp meter).

Test tightness of terminal connections.

Check dash pot oil and add as necessary.

Meg motor at the starter terminals: record readings.

Measure operating voltage and record.

Controls and Safeties

Inspect the control panel for cleanliness, control air leaks, etc.

Inspect wiring and connections for signs of overheating, burns.

Verify operation of the vane control system

Check for free and smooth operation.

Check mechanical linkages for wear and secureness.

Report accuracy of all gauges and thermometers

Verify working condition of all indicator and alarm lights.

Verify operation of start, stop, and anti-recycle timers.

Verify operation of automatic and manual capacity control

Test all flow switch cutouts.
 Verify operation of oil temperature and pressure controllers.
 Test high condenser pressure safety - calibrate and record.
 Test low evaporator temperature safety - calibrate and record.
 Test oil low pressure safety - calibrate and record.
 Test oil low temperature switch.
 Test high motor temperature safety - calibrate and record.
 Verify operation of automatic and manual capacity control.
 Test the operation of all pump auxiliary contacts.

Purge Unit

Record elapsed run times and starts count.
 Drain, clean and inspect purge drum.
 Clean sight glass and report condition.
 Clean and inspect purge float assembly.
 Inspect pulley grooves and belts for alignments, wear, tension.
 Lubricate purge motor.
 Test purge safety switch and adjust if required.
 Verify operation of the purge heater.
 Change filter dryer in purge line.
 Verify operation of the purge timer.
 Test the secureness of mounting points; tighten all major points.
 Meg the purge compressor motor and record condition.
 Test and calibrate purge-operating controls.
 Clean oil separator.
 Set separator float.
 Change oil in purge compressor.
 Run purge compressor and verify operation.

Compressor and Vessels

Test for refrigerant leaks and report results.
 Check refrigerant charge.
 Replace filter/dryer in motor cooling line.
 Test the secureness of mounting points; tighten all major points.
 Record refrigerant level.
 Review machine operation with operator. Log machine at departure.
 Run complete interlocking circuit where possible.
 Report machine condition and repair requirements (if any)
 Complete Vibration Analysis (Once per Year). Tasking sheet and findings to be reported to owner's representative.

Mammoth Air Handler Model # BEF-750W-1052SZ 20 HP

Comprehensive visits to be performed twice per year.

System Mechanical Inspection.

Inspect structural elements and mounting points for vibration, corrosion, damage and secureness. (Document any problems/corrections)

Inspect for leaks in duct, piping, flange connections, etc.

(Document any problems/corrections).

Inspect filters and coils for condition and cleanliness. (Document any problems/corrections).

Starter/Contactor/Safety Inspect.

Inspect wiring/connections for tightness, corrosion and damage. (Replace as req'd, document any problems/corrections).

Verify satisfactory operation of all safety interlocks/cutout/alarms. (Document any problems/corrections).

Supply Fan/Motor Inspect & Lubricate

Clean motor and cooling openings, lubricate motor, fan and shaft bearings. (Document any problems/corrections).

Inspect belt and pulley condition, tension and alignment. Replace belt and adjust alignment as required for proper operation. (Document any problems/corrections).

Measure voltage and amperage, record in motor log table. (Document any tag/name plate information available).

Ret/Exh Fan/Motor Inspect & Lubricate

Clean motor and cooling openings, lubricate motor, fan and shaft bearings. (Document any problems/corrections)

Inspect belt and pulley condition, tension and alignment. Replace belt and adjust alignment as required for proper operational (Document any problems/corrections)

Measure voltage and amperage, record in motor log table. (Document any tag/name plate information available)

Control Valve Inspect

Inspect control valves for leaks, mechanical integrity, connections to controls, etc. (Document any problems/corrections).

Control Damper/Louver Inspection

Inspect Damper/louvers for leaks, mechanical integrity, connection to controls, etc. (Document any problems/corrections).

Clean Coil

Clean coils using high-pressure spray and detergent

Complete log sheet on motors, Elements, Etc.

Heating Coils (Hot Water)

Comprehensive visits to be performed twice per year.

Check hand valves for leakage and repair as needed.

Check piping insulation for damage and repair as needed.

Check condition of finned surfaces, clean air side, straighten fins, check for leak

or rust, and check for blockage. Repair as needed.

Check airflow and correct to maintain system/manufacturers specification air

flow through coil.

Complete Vibration Analysis (Once per year) and complete logs sheets and give with reports to owners' representative.

Mammoth Air Handler Model # BEF-500W-709SZ 15 Hp

Comprehensive visits to be performed twice per year.
Same as above from Mammoth Air Handler.

Mammoth Return Air Fan Model # BK750-SZ 10 HP

Comprehensive visits to be performed once per year.

System Mechanical Inspection

Inspect structural elements and mounting points for vibration, corrosion, damage and secureness.

Inspect for leaks in duct, flange connections, etc.

Motor Inspect & Lubricate

Clean motor and cooling openings, lubricate motor, fan and shaft bearings.

Inspect belt and pulley condition, tension and alignment. Replace belt and adjust alignment as required for proper operation.

Measure voltage and amperage, record in motor log table.

Mammoth Return Air Fan Model # BK500-SZ 7.5 HP

Comprehensive visits to be performed once per year.
Same as above for Mammoth Return Air Fan

Tempmaster Air Handler Model # AT4000 5 HP Serial # 2588

Comprehensive visits to be performed twice per year.
Same as above for Mammoth Air Handlers.

Eaton Speed Drive Model # 740080-335 20 HP

Comprehensive visits to be performed twice per year.

VFD Inspection.

Inspect cabinet and components for cleanliness, moisture, oil, etc.

Inspect connections for tightness and corrosion

Clean interior and exterior surfaces as required.

Verify status of all inputs/outputs.

Confirm proper operation of ramp-up/ramp-down sequences.

Check/test speed operating control loop for functionality.

Confirm appropriate safety interlock indication and shutdown.

Confirm bypass/override functionality.

Eaton Speed Drive Model # 740060-626 10 HP

Comprehensive visits to be performed twice per year.
Same as above

1 Eaton Speed Drive Model # 740070-518 15 HP

Comprehensive visits to be performed twice per year.
Same as above

- 1 Eaton Speed Drive Model # 740050-878 7.5 HP
Comprehensive visits to be performed twice per year.
 Same as above
- 1 Johnson Controls Metasys System Including:
- 13 Johnson Controls VAV Controllers
 - 1 John Controls Metasys NAE
 - 3 Johnson Controls AHU Controllers
 - 1 All components related to the Johnson Controls' Metasys System whether listed or not.

Network Analysis - Contractor will analyze and report on the performance of the Customer's Metasys system network four times per year. This includes analysis of the control strategies and recommendations for improved system performance.

Software Subscription - If developed within the year, Contractor will assure the customer that the subscription will be filled and implemented for system performance. Contractor will have to be able to provide all software updates to the NAE & Metasys systems and have access thru a laptop to the Johnson Controls SCT (System Configuration Tool) software.

Premium Coverage Extended Service - On-site repair services for covered equipment of Johnson Controls Metasys System will also be applied to:

24-7 - Contractor will provide on-site response 24 hours a day, 7 days a week (including holidays).

Metasys Equipment (Operator Workstations, Network Automation Engine (NAE), Application Specific Controllers including AHUs, VAVs, UNTs.

Coverage - During each visit, Contractor will review the "System Event Log" with the Customer and take appropriate corrective action.

___ Critical points and control loops will be verified during scheduled visits.

___ Contractor will make a copy of the Customer's current Metasys database once time per year.

Repair services will be provided to any of the Customer's listed components. Contractor will replace or repair failed or defective parts. Field Devices (Temperature Elements, Flow Meters, Humidity Sensors, Actuators, etc.)

U.S. Electric Circulating Pumps Model # A080-00-673 J067R061 15 HP

Comprehensive visits to be performed twice per year.

Visual Inspection & Cleaning

Inspect for unusual vibration, odor, etc.

Inspect structural elements for corrosion and damage.

Inspect mounting points for secureness (tighten as required).

Inspect for system leaks in piping, flange connections, etc.

Inspect shaft seal or packing.

Inspect coupler for wear and visual alignment
 Verify operation of shaft seal/packing flushing line and strainer.
 Measure suction pressure (record in table).
 Measure discharge pressure (record in table).
 Measure expansion tank level (record in table).
 Lube pump bearings.
 Verify indication and alarm devices operation.

Starter and Contactors

Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion (replace as required).
 Inspect wires for security and damage (replace as required).
 Inspect contacts for signs for wear, arcing, overheating, etc.
 Measure voltage (record in table).
 Meg motors (record in table).
 Measure load amperage (record in table).

Motor

Lube motor bearings
 Inspect mounting points for secureness
 Inspect for unusual noises, vibration, odor, etc.
 Clean motor and motor cooling openings.

Clean Strainer

Isolate the strainer
 Drain Strainer
 Remove strainer Cap or cover
 Clean basket
 Reassemble and unisolate

Marathon Circulating Pumps Model # NUK-213TTDR7341 BNL 7.5 Hp

Comprehensive visits to be performed twice per year.

Same as above

Marathon Circulating Pumps Model # NC56TI70 2068B-R42 1.5 HP

Comprehensive visits to be performed twice per year.

Same as above

A.O. Smith Water Heaters Model # DEN30 Serial # AH83-10187-M32

Comprehensive visits to be performed twice per year.

Inspect and Test
 Drain several gallons from tank to remove sediment.
 Inspect water condition for discoloration, odor, dirty, etc.
 Measure pH with hydron paper (record in table).
 Inspect site glass for operation condition and cleanliness
 Verify operation/setting of aquastat and record settings.
 Torque heating terminals-inspect isolators.

Gas Fired Heaters.

Inspect pilot/burner assembly, clean and adjust as needed.

Verify ignition, draft and vent system operation
 Inspect flue for cleanliness
 Verify control reaction and operation
 Test safety controls operation (List in remarks).

Emerson Electric Heaters Model # AWH-4000

Comprehensive visits to be performed once per year.

Unit Heater Fan/Housing
 Verify control reaction and operation
 Lube motor, fan and shaft bearings.
 Inspect fan for freedom of rotation, cracks and alignment.
 Inspect for unusual noises, vibration, odor, etc.
 Inspect fan and motor mountings for security
 Clean motor and motor cooling openings.

Electric Heaters

Measure amp draw on heaters.
 Inspect contacts for signs of wear, arcing, overheating, etc.
 Shut down system and clean grilles and unit.
 Test operating and safety controls, airflow, hi limit, etc.

Quincy Air Compressor Model # FF230 6 HP Serial # 34688301

Comprehensive visits to be performed once per year.

Visual Inspection and Cleaning
 Inspect for unusual noises, vibration, odor, etc.
 Inspect structural elements for corrosion and damage.
 Inspect mounting points for secureness
 Inspect secureness of guards, doors and panels
 Inspect vibration elimination devices
 Inspect flexible connections and hoses.

Unit controls

Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion
 Verify master control panel operation
 Verify PE switch and Alternator operation
 Verify indication and alarm devices operation
 Check for obvious errors on installed pressure and temperature gages.
 Test device, confirm proper operation.
 Drain water from tank and traps
 Test high-pressure safety valve.

Starter and Contactors

Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion.
 Inspect contacts for signs of wear, arcing, overheating, etc.
 Measure voltage (record in Table).
 Measure load amperage (record in Table).

Motors

- Clean motor and motor cooling openings
- Inspect coupler for wear and visual alignment
- Lube motor and compressor bearings
- Inspect belt tension and condition
- Inspect pulleys for wear and alignment.

Compressors

- Verify oil supply pump operation
- Inspect compressor oil, filter/strainer (replace as required)
- Inspect suction filter (replace as required)
- Inspect compressor body for corrosion and damage
- Test device, confirm proper operation
- Inspect for unusual noises, vibration, odor, etc.
- Inspect structural elements for corrosion and damage
- Inspect mounting points for secureness
- Inspect secureness of guards, doors, and panels.

Unit Control

- Inspect cabinet and components for cleanliness, moisture, oil, etc.
- Inspect connections for tightness and corrosion.
- Verify Indication and alarm devices operation
- Check for obvious errors on installed pressure and temperature gages.

Air Dryer(s)

- Verify overall operation and condition
- Measure refrigerant pressure and temperature-record in comments.
- Brush condenser and cover grills
- Operate drain trap and bypass valve
- Inspect fan and motor mountings for security

Emerson Electric Heaters Model # MUH-400A

Comprehensive visits to be performed once per year.
Same as for heaters above.

Cabinet Heaters Model # MOD-27CC

Comprehensive visits to be performed once per year.
Same as for heaters above.

1 Exhaust Fan Penn Model # A162 1/4 HP

Comprehensive visits to be performed twice per year.

- Visual Inspection & Cleaning
- Inspect for unusual noises, vibration, odor, etc.
- Inspect structural elements for corrosion and damage.
- Inspect mounting points for secureness
- Inspect secureness of guards, doors and panels
- Remove debris from louvers and dampers

Inspect flexible connections and ductwork for damage and leaks.

Starter and Contactors

Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion
 Inspect wires for security and damage
 Inspect contacts for signs of wear, arcing, overheating, etc.
 Measure voltage (record in table).
 Measure load amperage (record in table).

Fan and Motor

Lube motor, fan and shaft bearings.
 Inspect belt tension and condition
 Inspect pulleys for wear and alignment
 Inspect secureness of blades (propeller type fans)
 Inspect fan for freedom of rotation, cracks and alignment
 Inspect for unusual noises, vibration, odor, etc.
 Inspect fan and motor mountings for security
 Clean motor and motor cooling openings.

Exhaust Fan Penn Model # XT82 ½ HP

Comprehensive visits to be performed twice per year.
 Same as above

Exhaust Fan Penn Model # XQ82 1/12 HP

Comprehensive visits to be performed twice per year.
 Same as above

Exhaust Fan Penn Model # XK94 1/10 Hp

Comprehensive visits to be performed twice per year.
 Same as above

Exhaust Fan Acme Model # PXD14B8 1/12 HP

Comprehensive visits to be performed twice per year.
 Same as above

Exhaust Fan Acme Model # ECH24F 1/3 HP

Comprehensive visits to be performed twice per year.
 Same as above

HFB VAV Boxes Titus W/2 Stage Electric Heat

Comprehensive visits to be performed twice per year.

a. Unit Inspection

Check to make sure the Actuator will stroke.

Check to make sure the airline is free of contaminants.

Check Volume Regulator is operational by calibration based on design specifications.

Electric Heaters

Measure amp draw on heaters.
Inspect contacts for signs of wear, arcing, overheating, etc.
Shut down system and clean grilles and unit.
Test operating and safety controls, airflow, hi limit, etc.

HFB VAV Boxes Titus W/1 Stage Electric Heat

Comprehensive visits to be performed twice per year.

Same as above

All VAV Boxes - Titus

1 Lot WATER TREATMENT SERVICE

The contractor must supply chemical treatment labor and chemicals for closed water loops on the chiller and boiler circuits.

The contractor must provide chemical analysis of each system treated to assure proper treatment methods as specified by manufacturers/system specifications.

All chemicals used must be biodegradable.

A quarterly formal written report of water condition will be submitted to the Executive Director.

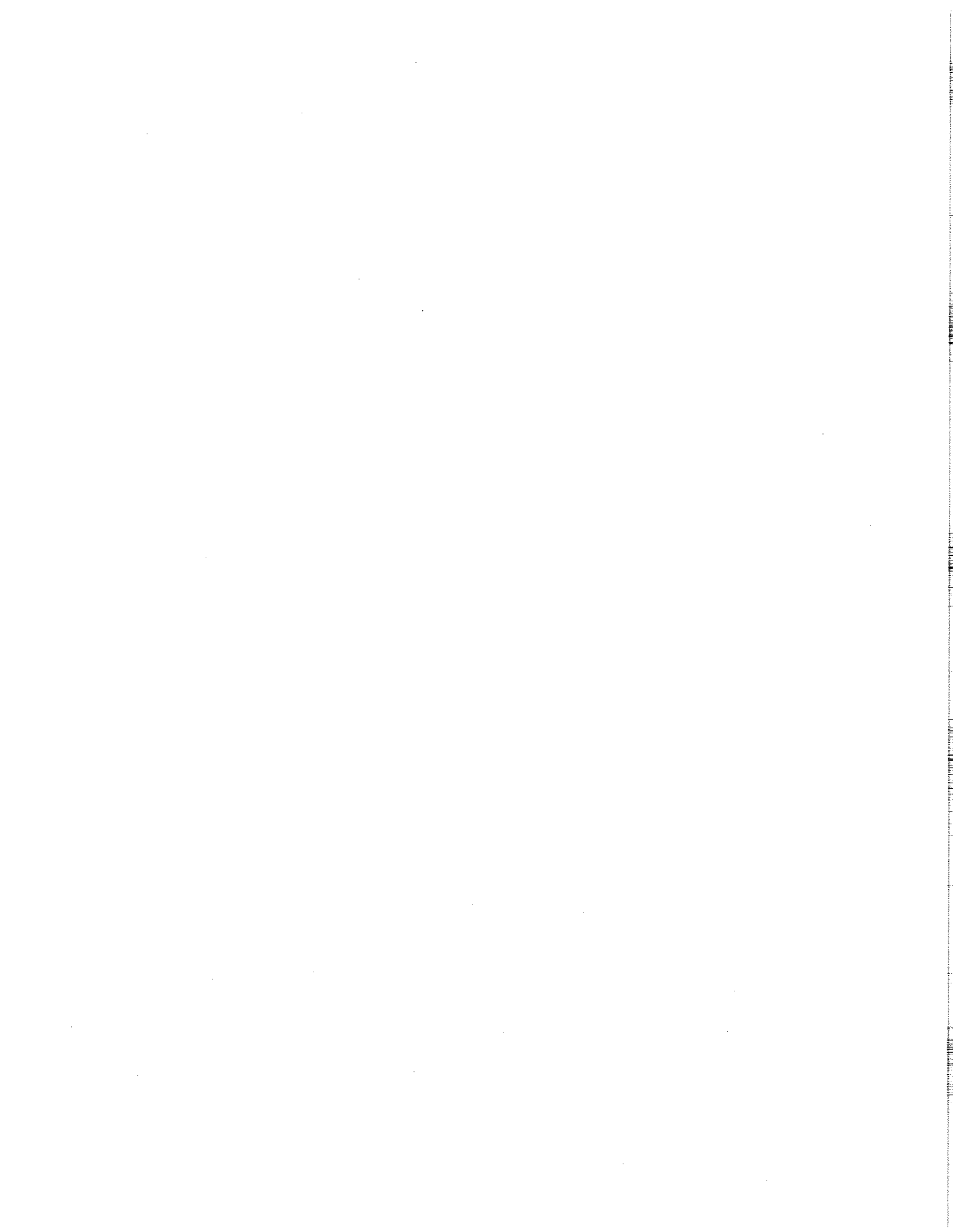
BOILER OR EQUIPMENT ROOM FLOORS

A. Clean and paint as required by owner.

GENERAL

- A. The contractor shall insure the accuracy of all system gauges.
- B. Insure that operating instructions are posted and maintained in all locations.
- C. Maintain a 24 hour manned telephone.
- D. Furnish West Virginia Public Service Commission a listing of the routines/inspections performed and/or corrective action taken. This must be furnished in a typed report on a monthly basis.
- E. Furnish the West Virginia Public Service Commission a copy of the complete maintenance program indicating as a minimum location/equipment/items to be inspected/service to be performed/and service interval. This must be furnished within 30 working days of contract award.

- F. Insure that all-heating systems are serviced and ready for winter operation not later than October 1.
- G. Insure that all A/C systems are serviced and ready for summer operation not later than April 1.
- H. Optimize system efficiency by:
1. Insuring maximum outside air is utilized (below 60 degrees) to accomplish cooling).
 2. Insuring minimum percentage of outside air is utilized during heating mode.
 3. Reduce system-operating costs during periods of low occupancy by reducing temperatures and otherwise limiting energy consumption.
- I. Prepare equipment for inspection as required. (Insurance Inspector, Fire Marshall, etc.)
- J. The term "total" environmental system means "everything" (including piping) whether listed or not.
- K. During the course of this contract, periodic inspections shall be made by the owner to determine quality of work, how the contractor is maintaining equipment, and if timely repairs and/or maintenance is being performed. Also, a review will be made to determine if quality and quantity of work is adequate and that proper staffing is maintained. In addition to the above, a semi-annual inspection will be scheduled by the West Virginia Public Service Commission's Executive Director and the contractor.



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed 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: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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: _____

