



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
VNF09C011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2009				

BID OPENING DATE: 06/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
HEATING MAINTENANCE AND REPAIR OPEN-END CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SERVICE THE HEATING AND COOLING SYSTEM AT THE VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE ATTACHED DOCUMENTATION. MANDATORY ON-SITE PRE-BID: 5/26/2009; 1:30 PM VETERANS NURSING FACILITY ONE FREEDOMS WAY CLARKSBURG, WV 26301 EXHIBIT 1 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. 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. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>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> <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>						

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	<p>REV. 9/98</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>NOTICE</p>					

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: VNF09C011-----</p> <p>BID OPENING DATE: 6-9-2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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<p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS</p> <p>***** THIS IS THE END OF RFQ VNF09C011 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL DESCRIPTION

NAME: WEST VIRGINIA VETERANS NURSING FACILITY

EQUIPMENT: SEE ATTACHED

COVERAGE: Total Maintenance and Extended Warranty

OIL ANALYSIS: Not Required

EXCLUSIONS:

1. Air Filters
2. Belt Replacement

HVAC BID SPECIFICATION – WV VETERANS NURSING FACILITY

The West Virginia Veterans Nursing Facility requests quotations to contract HVAC Maintenance Services and an extended warranty on existing equipment.

Contractor must demonstrate prior to award, his ability to remotely access the customer's Metasys control system to make changes to schedules, temperature settings and troubleshoot specific comfort complaints with recommendations for adjustments or repairs. In addition, the contractor will be asked to backup database, investigate alarms, and answer questions from the customer concerning programming and graphic changes.

Contractor must furnish all labor, overtime, travel time, travel expenses, service supplies, tools, and repair parts to maintain and repair the equipment as listed. All parts must be manufacturer replacement parts in order to maintain the integrity of the system.

Contractor must be available (on call) twenty-four (24) hours per day seven days per week to respond to requests for emergency service. Contractor must respond to calls for service within four (4) hours of notification. Failure to respond within four (4) hours will result in a charge to the contractor of \$100.00 per hour for each hour over the four (4) hour limit. Successful bidder shall provide emergency phone numbers upon request.

Contractor must provide Bi-Monthly preventive maintenance as per the attached maintenance schedules. Service reports of each visit must be signed by the customer representative and one copy left on the job site.

Contractor must call twenty-four (24) hours in advance to make an appointment prior to coming in on their scheduled maintenance.

Contractor should provide a list of five current total maintenance contracts, valued at a minimum of \$10,000. Each, on HVAC equipment, including Metasys Systems, with the bid document. Vendor should provide contact names and phone numbers for references. This information may be required prior to award.

Contractor has the option to invoice monthly or quarterly. Successful vendor shall be required to attach invoice (s) for parts to demonstrate cost paid.

TOTAL MAINTENANCE / EXTENDED WARRANTY

This plan provides for an extended warranty on existing equipment, preventive maintenance inspection, emergency service and all labor and parts, including oil, refrigerant and other materials to diagnose, repair or replace components of the equipment/systems listed as needed to ensure proper operation.

NOTE: Emergency service is service provided for equipment other than regular scheduled maintenance visits and is available on a priority basis to contract customers 24 hours a day, seven days a week.

Contract Tasks

This AGREEMENT applies only to the equipment listed below.

Equipment	Quantity	Task/ Procedure
1. <u>AC Scroll Chiller (>75T)</u>	1	<p>Check Once a Year</p> <ul style="list-style-type: none"> a) Check with appropriate customer representative for operational deficiencies b) Inspect starter. c) Check crankcase heater d) Check and tighten electrical connections e) Check safeties. f) Check operating controls. g) Check contractor(s) h) Check for proper condenser fan rotation i) Visually inspect starter. j) Lock-out and tag unit k) Remove used oil and recover refrigerant. l) Replace oil filter (if applicable). m) Refill unit with new Manufacturer recommended oil. n) Energize unit. o) Log unit Temperatures and pressures if load exists p) Check oil heater. q) Check operating current. r) Shut down chiller s) Lock-out Cooler pumps (if applicable). t) Pump down and isolate (if applicable). u) Ensure chilled water system has proper Glycol content. v) Spray coil(s) with chemical solution. w) Rinse coil(s) thoroughly with water. x) Clean area around equipment. y) Contact customer to ensure unit is powered for required oil temperature prior to startup. <p>Check Bi-Monthly</p> <ul style="list-style-type: none"> a) Check compressor oil level(s). b) Conduct refrigerant leak test. c) Check condition of condenser coils. d) Check condenser fan blades and motors. e) Check for unusual noise and vibration. f) Check system pressures and temperatures. g) Check refrigerant charge h) Visually inspect for refrigerant and oil leaks. i) Check overall condition of unit. j) Complete any required maintenance checklists, report observations to appropriate customer representative.

Equipment	Quantity	Task/ Procedure
2 <u>AHU (10-40HP)</u>	2	<p>CHECK ONCE A YEAR Evaporator/Coil Cleaning Check with appropriate customer representative for operational deficiencies</p> <ol style="list-style-type: none"> a) Check for proper fan operation b) Check starter/Contactor. c) Check and tighten electrical connections d) Inspect pilot and safeties (as applicable) e) Check flame Quality (as applicable). f) Check valve(s). g) Spray coil(s) with chemical solution h) Rinse coil(s) thoroughly with water. i) Report recommendations. j) Clean area around equipment. <p>CHECK BI-MONTHLY</p> <ol style="list-style-type: none"> a) Check belt(s). b) Check coil conditions. c) Check condensate pan and drain (if accessible). d) Check filter condition. e) Visually inspect Damper(s). f) Check for unusual noises, vibration, and wear. g) Check coil conditions. h) Check safety control setpoints. i) Check damper operation and lubricate as required. j) Check condition and blower assembly. k) Check overall condition of unit l) Complete any required maintenance checklists, report observations to appropriate customer representative
3. <u>Builtup S/R Fan Unit (10-40HP)</u>	2	<p>CHECK ONCE A YEAR Check with appropriate customer representative for operational deficiencies.</p> <ol style="list-style-type: none"> a) Check safeties. b) Check step controller (if applicable) c) Check thermal cutout on electric heaters (as applicable). d) Check and tighten wiring and electrical connections e) Log operating conditions systems stabilizer. f) Motor/lead megohm test g) Perform Annual Comprehensive maintenance tasks in addition to inspection and testing procedures h) Check condition of contacts. i) Check fan and blade(s) j) Spray coil(s) with chemical solution. k) Rinse coil(s) thoroughly with water. l) Clean area around equipment.

- m) Clean starter and cabinet
- n) Complete any required maintenance checklists, report observations to appropriate customer representative

CHECK BI-MONTHLY

- a) Check operation of control system and dampers
- b) Clean sheaves and pulleys for wear and alignment
- c) Check and tighten bolts, set screws and collars
- d) Check supply and control and air pressures.
- e) Inspect fan wheel and shaft for wear.
- f) Lube fan shaft and motor bearings
- g) Test high static pressure.
- h) Check belt guard.
- i) Test low static pressure.
- j) Test low temperature safety devices.
- k) Check belts and adjust tension.
- l) Check contactors for free and smooth operation.
- m) Check damper wear, security and linkage
- n) Check fan and motor bearings
- o) Clean condensate drain if necessary

4. DX-9100 Controller 2
 DX-9100 Controller/1
 DX-9100 Controller/2

CHECK ONCE A YEAR

Check with appropriate customer representative for operational deficiencies.

- a) Check for any overrides.
- b) Connect CablePro(PC) to controller, Upload database.
- c) Tighten electrical connections
- d) Clean area around equipment.

CHECK BI-MONTHLY

- a) Check communication status of all points.
- b) Check for alarms.
- c) Check software bias of A1 offset on field sensors
- d) Check software offset for AO points.
- e) Complete any required maintenance Checklists, report observations to appropriate customer representative.

5. Exhaust Fan (0-5HP) 12

CHECK ONCE A YEAR

- a) Check rain guard.
- b) Check and tighten electrical connections
- c) Inspect starter
- d) Check drive condition.
- e) Check electrical contacts.
- f) Check fan and blade(s).
- g) Check for proper rotation.

Equipment	Quantity	Task/ Procedure
		<ul style="list-style-type: none"> h) Check with appropriate customer representative for operational deficiencies. i) Clean area around equipment. j) Complete any required maintenance checklists, report observations to appropriate customer representative
		<p>CHECK ONCE A YEAR</p> <ul style="list-style-type: none"> a) Lubricate as required b) Motor operating amps. c) Check bearing wear. d) Check belt guard e) Check belt(s)
6 <u>Metasys OWS Standard</u>	1	<p>CHECK FOUR TIMES A YEAR</p> <ul style="list-style-type: none"> a) Check with appropriate customer representative for operational deficiencies b) Check alarms. c) Clean area around equipment. d) Complete any required maintenance checklists, report observations to appropriate customer service representative.
7. <u>Network Automation Engine</u>	2	<p>Check Once a Year</p> <ul style="list-style-type: none"> a) Check with appropriate customer representative for operational deficiencies. b) Check alarms. c) Clean area around equipment. d) Complete any required maintenance checklists, report observations to appropriate customer representative.
8. <u>Pump (10-40HP)</u>	4	<p>Check Once a Year</p> <ul style="list-style-type: none"> a) Check with appropriate customer representative for operational deficiencies. b) Check amperage draw. c) Check for leaks. d) Check starter/contactors. e) Check and tighten electrical connections f) Check coupling g) Lubricate bearing(s). h) Check for unusual noise and vibration. i) Clean area around equipment. j) Complete any required maintenance checklists, report observations to appropriate customer representative.

9 <u>UNT Controller</u>	4	<p>Check Once a Year</p> <ul style="list-style-type: none">a) Check with appropriate customer representative for operational deficienciesb) Connect CablePro (PC) to controller, upload database.c) Check communication status of all pointsd) Check software bias of A1 offset on field sensorse) Check software for AO points.f) Check for any overrides.g) Check for alarms.h) Tighten electrical connections.i) Clean area around equipmentj) Complete any required maintenance checklists, report observations to appropriate customer representative.
10 <u>VMA Controller</u>	159	<p>Check Once a Year</p> <ul style="list-style-type: none">a) Check with appropriate customer representative for operational deficienciesb) Interrogate controller(s) from main console.c) Connect CablePro (PC) to controller thermostat if necessary, upload database.d) Check communication status of all pointse) Check software bias of A1 offset on field sensorsf) Check software offset for AO points.g) Check for any overrides.h) Check for alarms.i) Complete any required maintenance checklists, report Observations to appropriate customer representative.

VET09C011 - HVAC Maintenance Bid Form			
Description	Usage	Unit Price	Extended Amount
Monthly Maintenance	12	\$	\$
*Parts for bidding purposes only	\$1,000.00	% Markup=	\$
Failure to use this form may result in disqualification			Grand Total \$
Bidder / Vendor Information: _____ Contact Name: _____ Address: _____ Telephone Number: _____ Email Address: _____			
* Vendor shall multiply \$1,000 by the % markup, then add amount to the \$1,000 to equal an Extended Amount			



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

STATE OF _____

COUNTY OF _____, TO-WIT:

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

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5.**

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

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____