



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
HHR11128

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
04/04/2011				

BID OPENING DATE: 05/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		936-10		
OPEN-END BLANKET CONTRACT ***** MAND. PRE-BID MEETING ON 4/18/2011 AT 1:30 PM AT ONE DAVIS SQUARE IN CHARLESTON, WV. *****						
BLANKET CONTRACT TO PROVIDE HVAC MAINTENANCE  OPEN END CONTRACT FOR HVAC MAINTENANCE  VENDOR SHALL PROVIDE ALL SUPERVISION, LABOR, MATERIAL, EQUIPMENT AND SUPPLIES 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.  A MANDATORY PREBID VENDOR CONFERENCE WILL BE HELD ON 4/18/2011 AT 1:30 PM AT ONE DAVIS SQUARE, CHARLESTON, WV. IMMEDIATELY FOLLOWING THIS MEETING, WE WILL PROCEED TO THE OTHER LOCATIONS.						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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04/04/2011				

BID OPENING DATE: **05/05/2011** BID OPENING TIME **01:30PM**

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<p>ALL INTERESTED BIDDERS ARE TO ATTEND THIS PREBID CONFERENCE. FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>*****</p> <p>WE WILL START AT THE DIAMOND BUILDING IN CONFERENCE ROOM AND MOVE TO THE OCME AND THEN TO OLS. INTERESTED PARTIES WILL HAVE TO PROVIDE TRANSPORTATION BETWEEN LOCATIONS.</p> <p>*****</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

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<p><b>RENEWAL:</b> 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><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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><b>INSURANCE:</b> 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><b>WORKER'S COMPENSATION:</b> VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p><b>BANKRUPTCY:</b> 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>AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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:            CONTRACTORS NAME - .....            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>						

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 4/18/2011, AT ONE DAVIS SQ., CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						

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HEALTH AND HUMAN RESOURCES  
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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p><b>SEALED BID</b></p>						

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BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----HHR11128----- BID OPENING DATE:-----05/05/2011----- 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): -----  ***** THIS IS THE END OF RFQ HHR11128 ***** TOTAL: _____						

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**REQUEST FOR QUOTATIONS #HHR11128  
HVAC SYSTEMS PREVENTATIVE MAINTENANCE,  
CORRECTIVE MAINTENANCE AND TESTING CONTRACT  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES - OWNED  
FACILITIES**

Location: West Virginia Department of Health and Human Resources  
Buildings Listed Herein

For: DHHR – Operational Services Division  
1 Davis Square, Suite 100 West  
Charleston, WV

This Request for Quotation also includes the following documents:

1. Attachment A: Preventative Maintenance Bid Detail Form
2. Attachment B: Bid Summary Form
3. Attachment C: HHR11128 Background Information and Building Locations

**SECTION 1: DEFINITIONS**

- A. The “Agency” shall be defined as The Department of Health and Human Resources, Operational Services Division, 1 Davis Square, Suite 100 West, Charleston, West Virginia 25305.
- B. “Contractor” shall be defined as the successful bidder or vendor.
- C. The “Contract” shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. “Preventative Maintenance” shall be defined as the scheduled inspections and the replacement of parts, components, and materials on HVAC equipment prior to the failure or wear-out period of the parts, components or materials or as a result of the failure or wear-out of parts, components or materials. All planned inspections and replacements shall be in accordance with the equipment manufacturer’s specifications and recommendations.
- E. “Corrective Maintenance” shall be defined as maintenance performed on an as-requested basis to correct a malfunction or failure in a non-covered related component of the HVAC system. No Corrective Maintenance shall be performed without authorization from the Agency in the form of an approved release order.
- F. “Competent Mechanic” shall be defined as a mechanic, technician, or other employee of Contractor who meets the minimum qualifications necessary to

perform work under this Contract as outlined in Section 3.

- G. "Agency Representative" shall be defined as the person designated by the Director of the Operational Services Division as having authority to act on behalf of the Operational Services Division.
- H. "Holidays" shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- I. "Testing" shall be defined as a function test upon the completion of an ordered repair to ensure equipment is returned to normal operating mode or to determine if additional repairs are required.
- J. "Overhaul" shall be defined as the thorough inspection and maintenance or repairs as a result of the inspection or as prescribed by the manufacturers' schedule.

## **SECTION 2: SCOPE OF WORK**

The Contractor shall provide Preventative Maintenance, Corrective Maintenance, and Testing of the heating, cooling, and air conditioning systems (HVAC) and specific refrigeration systems in the identified buildings owned and operated by the West Virginia Department of Health and Human Resources.

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

At all times, the Contractor shall also maintain the efficiency, speed and safety for the equipment as designated by the original manufacturer specifications. The Contractor shall perform all necessary examinations and adjustments to maintain equipment at the specified limits; adjust or replace all safety devices, including regulators, limit switches, 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 Contractor 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 Contractor 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 preventative 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 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 preventative 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 Contractor shall monitor readings of the pressures 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.**

Contractor 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.

Preventative Maintenance, Corrective Maintenance, and Testing must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Examples of work include but are not limited to:

1. Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service.
2. Repair or replace broken components of various HVAC units including, but not limited to, motors, fans, blowers, controllers, relays, valves, control wiring, Freon recapture or other parts or components of the system, to return heating or cooling function to the building.
3. Contractor 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).
5. Repair distribution systems of air flow which may be damaged or not functional.

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

For the purpose of clarification, any item not specifically identified above as included in the preventative maintenance shall be considered corrective maintenance and shall be billed at the Contractor's identified hourly rate and parts plus mark-up. 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.

## 2.1 Required Services:

Normal inspections shall be made and provided in accordance with each equipment manufacturer's recommended maintenance requirements. Contractor 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.

Contractor 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 be limited to, time schedules, reset schedules, economizer changeovers where applicable, set points, and energy management routines.

Contractor 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 "Corrective Maintenance".

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 work days. 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 P.M. daily, over weekends or on scheduled holidays.

Only under emergency situations will the Contractor remove any equipment from service without prior approval from the Agency. Any equipment removed from service by the Contractor 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 Contractor 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 down-time 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 Contractor shall reduce the contracted monthly charges proportionately each day that the equipment is out of service.

## **2.2 Parts:**

Contractor must maintain 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.

Contractor 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 Contractor's responsibility to replace, repair or renew from another available, reliable source.

The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract at no cost to the Agency. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.

**Freight:** The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. For Corrective Maintenance service parts orders where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No mark up shall be permitted for expedited delivery.

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

## **2.3 Telephone Service:**

Contractor shall maintain a continuous 24-hour emergency telephone service where they can be reached everyday of the week, including Sundays and Holidays. Contractor 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 Contractor will establish a call down list or other procedure that will insure the quickest possible response time.

## **2.4 Facility Access:**

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

Contractor's access to the Office of Laboratory Services and 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.

## **2.5 Reports**

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

Contractor's representative shall report to the Agency or their designated representative prior to performing any work specified in this contract. Contractor 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. Contractor shall maintain a complete, orderly, and chronological log (including drawings, parts lists, and wiring diagrams) of call-backs and repairs on all equipment. Contractor shall maintain updated contract wiring diagrams for the equipment in each equipment 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.

## **2.6 Other Costs**

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

## **2.7 Facilities**

The list of facilities for which service may be requested are in Attachment C. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor

shall service added buildings under the same terms and conditions contained herein.

### **SECTION 3: MINIMUM QUALIFICATIONS**

During the last five (5) years, the contractor must have satisfactorily installed and maintained HVAC equipment of the type, character and magnitude as defined in the attached Equipment Listings of this contract." Contractor shall furnish information concerning the five largest facility contracts, explaining capacity, experience, ability, responsibility, previous work, and their current amount of similar work.

Contractor 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 contractor shall have 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.

No Competent Mechanic shall perform any work under this contract without having first provided documentation of certifications and or licensure for the following:

1. Electricians- WV Master Electricians License
2. Plumbers- WV Master Plumbers License
3. HVAC- EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational

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

#### **4.1 Corrective Maintenance Release Orders**

#### **NO INDIVIDUAL JOB IN EXCESS OF \$25,000.00 (PARTS AND SERVICE) SHALL BE PERMITTED UNDER THIS CONTRACT.**

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



**Issuance of multiple release orders to circumvent this requirement is strictly prohibited.**

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

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

#### **4.2 Invoices**

Upon completion of the work in a manner satisfactory to the Agency, a separate invoice for each of the following locations shall be submitted monthly in arrears in accordance with State fiscal procedure. The locations are:

350 Capitol Street, Charleston, WV 25301 (Diamond Building)  
 500 Capitol Street, Charleston, WV 25301 (Parking Garage)  
 619 Virginia Street, West, Charleston, WV 25301 (Medical Examiner's Office)  
 167 11th Avenue, South Charleston, WV 25309 (Laboratory Services)  
 167 11th Avenue, South Charleston, WV 25309 (Bio-Safety Level III Lab)

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 (1/30th) of the monthly charge for each day of service rendered.

Service reports, indicating hours worked and work performed on the equipment, shall be submitted electronically within 48 hours of the work being performed to the Maintenance Supervisor. Failure to submit the service reports shall result in payments being withheld until the service reports are submitted and accepted by the Maintenance Supervisor.

#### **SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and

licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
5. ANSI/ASHRAE Standard 135-2004 (BACnet)
6. ANSI/EIA/CEA-709.1 (LonTalk)
7. NFPA (National Fire Protection Association)

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

5.7: 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.

5.8: 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 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 any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

5.9: 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.

5.10: 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. The 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 to 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 breach of confidentiality by the Vendor, sub-vendors, or individuals permitted access by Vendor.

## **SECTION 6: PRICING AND AWARD CRITERIA**

The State of West Virginia shall award this Contract according to the following award criteria.

Preventative maintenance will be performed by Contractor in exchange for a flat monthly

cost per each item of equipment listed on Attachment A. Contractor shall provide a monthly cost in the Monthly Cost column of Attachment A for each equipment item listed on Attachment A. Contractor should then add the Monthly Cost for each item of equipment together to arrive at the Preventative Maintenance Monthly Cost Total, also found on Attachment A. (Please note that all amounts that Contractor lists on Attachment A will be considered monthly amounts.)

Contractor shall perform Corrective Maintenance on an hourly basis and must provide an hourly rate on Attachment B at which all such Corrective Maintenance will be performed.

Contractor should also provide a markup percentage for parts used under this Contract, other than non-reusable parts defined in Section 2.2 above, on Attachment B.

Failure to complete Attachment A – Preventive Maintenance Bid Detail Form (6 pages) or Failure to list the hourly rate on the Bid Form (Attachment B) will result in disqualification of the Contractor's bid. If the Contractor fails to list the markup percentage and Multiplier on Attachment B, the parts will be provided at Contractor's cost.

The amounts of hours and the aggregate expenditure of supplied parts listed below and included in the Attachments are estimates, used only as a basis for award of the Contract. Actual amounts required during the life of the Contract may be greater or lower.

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

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

NOTE: The multiplier listed below is derived by taking the parts percentage markup and converting it to a multiplier factor. For example, a 20% markup would equal a multiplier of 1.20.

<b>Flat Hourly Rate For</b>			
<b>Corrective Maintenance</b>	\$ <u>50</u>	X 200 hours =	\$ <u>10,000</u> (A)
<b>Cost for Parts</b>	\$10,000.00	X Markup ( <u>20</u> %) <u>1.20</u> =	\$ <u>12,000</u> (B)
<b>Preventative Maintenance Monthly</b>			
<b>Cost Total from Attachment A</b>			\$ <u>90,000</u> (C)
<b>Total Bid</b>			\$ <u>112,000</u> (D)

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

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

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

#	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	WPHD	W99	Pages 107-109	
4	Programmable Thermostats	190 / 4	Honeywell Trane / Varitrac II		Section 2	VAV-ION-8		Pages 1-2	
5	Cooling Tower & Water Treatment	1	Baltimore Aire Coil	600 Ton	Section 3	M248/1-OBA PP-5m-8/96			
6	Closed Recovery System & Separator	1	Lakos		Section 3	CRS-360-CL-S-574LS-301N			
7	Plate Frame Heat Exchanger	1	Armstrong		Section 4	PFX85			
8	Centrifugal Pumps	3	Armstrong		Section 5	4030 SERIES			
9	Flow Combination Values	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 5897		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	Lochinvar Copper-Fin		Section 8	CB00985 / MNL7019 REV A		Pages 8-11	
17	Water Treatment	1			Section 10				
18	Filter Service External Units	3			Section 11				
19	Filter Service Internal Units	192			Section 11				
20	Filter Service Computer Room	2	Data Aire, Inc.		Section 11				
21	Wall Resistant Heaters	3 / 1	Qmark / Ray Wall		Section 12				
22	Infrared Radiant Heater	1	Re Verber Ray		Section 12	TRACER 100 SERIES			
23	DDC Controls Tracer Building Mgmt System	1	Tane		Section 13	TRACER 100 SERIES / EMTB-OG-15			
24									
25								Page Total	

Attachment A: Preventative Maintenance Bid Detail Form (Page 2 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O & M Manual Reference	Monthly Cost
500 Capital Street, Charleston, WV 25301 (Parking Building)									
1	Packaged Terminal A/C	2	SANYO		Section 9	Santo 1/PT/EC 1502G13A		Pages 18-19	
2	Packaged Terminal A/C	1	Trane		Section 9			Pages 18-19	
3									
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24									
25								Page Total	





Attachment A: Preventative Maintenance Bid Detail Form (Page 4 of 6)

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O & M Manual Reference	Monthly Cost
167 11th Avenue, South Charleston, WV (Laboratory Services Building)									
1	Rooftop Unit	1	YORK	7.5 Ton		DF090N10PAAAA4			
2	Rooftop Unit	1	YORK	5 Ton		DM060N08P2AAJ1			
3	Rooftop Unit	1	YORK	5 Ton		DM060N08P2SSJ1			
4	Rooftop Unit	1	YORK	4 Ton		DM048N06P2AAJ1			
5	Rooftop Unit	1	YORK	6 Ton		DF072N08P2AAJ1			
6	Rooftop Unit	1	YORK	6 Ton		DF072n08P2AAJ1			
7	Rooftop Unit	1	YORK	10 Ton		DF120N15P2AAA3			
8	Rooftop Unit	1	YORK	6 Ton		DF072N08P2AAJ1			
9	Rooftop Unit	1	YORK	8.5 Ton		DF102N10P2AAA4			
10	Rooftop Unit	1	YORK	5 Ton		DM0602N08P2AAJ1			
11	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-070-6			
12	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-141-3			
13	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-101-4			
14	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-151-5			
15	Belt Driven Exhaust Fan W/Balkward Inclined Centrigual Wheel	1	GreenCheck			SWB-131-5			
16	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-101-4			
17	Belt Driven Exhaust Fan W/Balkward Inclined Centrigual Wheel	1	GreenCheck			SWB-131-5			
18	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-131-5			
19	Centrifugal Roof Exhaust Fan	1	Cook			ACEB-100C2B			
20	Centrifugal Roof Exhaust Fan	1	Cook			ACEB-70C2B			
21	Filter Service								
22	Rooftop Unit	1	Aaon	10 Ton		RM-010-8-0AA02-334	200602-AMGJ23854		
23	Rooftop Unit	1	Aaon	6 Ton		RM-006-8-0-AA01-322	200602-AMGF24080		
24	Rooftop Unit	1	Aaon	13 Ton		RM-013-8-0-AA	200.00		
								Page Total	

**Attachment A: Preventative Maintenance Bid Detail Form (Page 5 of 6)**

#	Building Location and Type of Equipment	No. of Units	Manufacture	Size	Area Served	Model Number	Serial Number	Manual Reference	Monthly Cost
<b>167 11th Ave, South Charleston, WV (Laboratory Services Building - Refrigeration Units)</b>									
1	Cooler Compressor	1	Tecumseh			2A1201GT-188-J7	126836		
2	Cooler Compressor	1	Cotafametic			KA2-0050-CAV	93877635		
3	Cooler Compressor	1	Unknown			AH256RT-169	G12490C087527		
<b>619 Virginia St, West Charleston, WV (Medical Examiner's Building - Refrigeration Units)</b>									
1	Cooler Compressor	1	Heatcraft			M02045163CF	T05J00124		
2	Cooler Compressor	1	Heatcraft			M02035M63CF	T05I00912		
3	Cooler Compressor	1	Heatcraft			M02035M63CF	T05J00913		
4	Cooler Compressor	1	Heatcraft			M02045163CF	T05J00121		
									Page Total



**HHR11128 ATTACHMENT B: BID FORM**

**Flat Hourly Rate For**  
**Corrective Maintenance \$ \_\_\_\_\_ X 200 hours =** \$ \_\_\_\_\_ (A)

**Cost for Parts \$10,000.00 X Markup ( \_\_\_ %) 1. =** \$ \_\_\_\_\_ (B)

**Preventative Maintenance Monthly**  
**Cost Total from Attachment A** \$ \_\_\_\_\_ (C)

**Total Bid** \$ \_\_\_\_\_ (D)

**CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contractor Contact Name \_\_\_\_\_

Contractor Phone Number \_\_\_\_\_

Contractor Fax Number \_\_\_\_\_

Contractor Email Address \_\_\_\_\_

Please provide the following numbers below:

24 Hour Phone Number for Corrective Maintenance Service Calls: \_\_\_\_\_

Fax/email for Release Order Receipt: \_\_\_\_\_

\_\_\_\_\_

## HHR11128 – Attachment C – Background Information and Building Locations

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.

**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. Equipment located here was installed in 1999 and has been serviced under this type of contract since being put into service for a major office building.

**500 Capitol Street, Charleston, WV 25301 (Parking Garage)** – This is packaged Terminal A/C – Two Sanyo and one Trane. Equipment located here was installed in 1999 and has been serviced under this type of contract since being put into service for a major office building.

**619 Virginia Street, West Charleston, WV 25301 (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. The equipment here was put into service in the fall of 2005.

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

**167 11<sup>th</sup>. Avenue, South Charleston, WV (Bio-Safety Level III Lab)** – 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 warranties with the following exceptions. The Level III Lab's exhaust fans and control panel was upgraded in January 2011 and is at a minimum under a 1 year manufactures warranty on all new components. Trane Tracer Summit with web browser access 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. The A&E specifications for the upgrade may be viewed here <http://www.wvdhbr.org/HHR11063LabHVAC.pdf>

RFQ No. HR 1128

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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