



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
PSC9059

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

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
07/22/2010				

BID OPENING DATE: 08/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
<p>HEATING MAINTENANCE AND REPAIR</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE HVAC SYSTEM MAINTENANCE FOR TWO (2) BUILDINGS AT 201 BROOKS STREET, CHARLESTON, WV 25301 PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/04/2010 AT 10:00 AM AT 201 BROOKS STREET, CHARLESTON, WV 25301. 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. 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 INCLUD</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. 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 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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 Purchasing Division
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<p>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>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/09/10 AT 4:00 PM. TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p>						

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<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>NOTICE</p> <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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER: 44					
	REQ. NO.: PSC9059					
	BID OPENING DATE: 08/26/2010					
	BID OPENING TIME: 1:30 PM					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					

	PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:					

	***** THIS IS THE END OF RFQ PSC9059 ***** TOTAL: _____					

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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

REQUEST FOR QUOTATION
GENERAL INFORMATION

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

Item:

- 1) Premium 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 properties and buildings located at 201 Brooks Street, Charleston, West Virginia.
- 2) Preventative maintenance only, including quarterly visual inspections, filter changes, belt changes (vendor supplies belts & filters), coil cleaning and check electronics on covered equipment located in the Transportation Building, 1116 Quarrier Street, Charleston, West Virginia

Location:

Public Service Commission
201 Brooks Street and
1116 Quarrier Street
Charleston, WV 25301

Contact: All inquiries concerning the request for proposal and the subject of the request for proposal must be made to:

Frank Whittaker, Buyer
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 to 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 vendors Workers 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 meet the following 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 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 “Owners 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 manufacturers 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 Contractors 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 contractors administration of bid specification.

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 contractors acceptance.

1.12 Parts Availability:

The parts stock for all equipment covered herein shall be based on the equipment manufacturers 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.

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 Owners 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 Owners preventative maintenance service agreement capabilities, and enhancements to operations. It shall be the service contractors 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: duct work, 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 Contractors 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), components(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 Vendors liability for direct damages or limiting the Vendors 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 Owners 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 Owners 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 Owners equipment, or provide portable device(s), which are used in connection with providing service on the Owners 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 Contractors personal proprietary property of device(s) as well as remove any and all Service Contractor-owned parts, tools, and personal property.

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 Contractors 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 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 on site 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 HP

1 Exhaust Fan Penn Model # XQ82 1/12 HP

1 Exhaust Fan Penn Model # XK94 1/10 HP

1 Exhaust Fan Acme Model # PXD14B8 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.

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

2Bryan 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 owners 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 reqd, 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/mane 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

1Eaton Speed Drive Model # 740070-518 15 HP
Comprehensive visits to be performed twice per year.
Same as above

1Eaton Speed Drive Model # 740050-878 7.5 HP
Comprehensive visits to be performed twice per year.
Same as above

1Johnson Controls Metasys System Including:
13Johnson Controls VAV Controllers
 1John Controls Metasys NAE
 3Johnson Controls AHU Controllers
 1All components related to the Johnson Controls' Metasys System whether listed or not.

Network Analysis - Contractor will analyze and report on the performance of the Customers 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 Customers current Metasys database once time per year.

Repair services will be provided to any of the Customers 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 duct work 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 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.

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.

PSC9059

Bid Sheet

Monthly Rate for Main building
201 Brooks Street

\$ _____ x 12 = \$ _____

Monthly rate for Transportation
building - 1116 Quarrier Street

\$ _____ x 12 = \$ _____

Total

\$===== x 12 = \$=====



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

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 _____