



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
PSC9060

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
01/26/2011				

BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
<p>HVAC MAINTENANCE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS FOR A HVAC MAINTENANCE CONTRACT FOR THE AGENCY'S BUILDINGS LOCATED 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 02/08/2011 AT 10:00 AM @ 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 INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.

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**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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 Department of Administration  
 Purchasing Division  
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BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

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<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 TECHNICAL QUESTIONS IS 02/10/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p>						

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<p><b>NOTICE</b></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> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: PSC9060</p> <p>BID OPENING DATE: 02/28/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

**REQUEST FOR QUOTATION**  
**GENERAL INFORMATION**

**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 quotation must be made to:

Frank Whittaker, Buyer  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305  
Phone: 304-558-2316  
Fax: 304-558-4115  
Email: frank.m.whittaker@wv.gov

**SECTION 1: DEFINITIONS**

- A. The Public Service Commission shall be referred as the "Agency".
- B. The successful bidder or vendor shall be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Agency and Contractor to provide the maintenance as herein specified.
- D. "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.
- E. "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.)

- F. “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.
- G. “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.
- H. “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.
- I. “Agency’s Representative”, as herein stated, shall be defined as that person so designated by the Business Manager of the Agency. This representative will normally be the Building Maintenance Supervisor in charge of the Building.
- J. The term "total" environmental system means "everything" (including piping) whether listed or not.
- K. “Inspection”, by the agency, as herein stated, shall mean examinations of the quality of work, maintenance of equipment, if repairs are being made in a timely manner and proper staffing is being maintained. Also included will be how the contractor’s representative works with the building manager.
- L. “Emergency Service”, as herein stated, shall mean 24-7 coverage and a quick response from the initial call from the building manager.

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

### **2.1 Regular Maintenance Services:**

The Contractor shall provide:

**Public Service Commission properties and buildings located at 201 Brooks Street, Charleston, West Virginia:**

Preventative Maintenance, Predictive Maintenance, and Corrective Maintenance, Inspections, and Emergency Service to maintain total coverage of the Heating,

Ventilation and Air Conditioning System (HVAC), including the equipment.

**Transportation Building, 1116 Quarrier Street, Charleston, West Virginia:**

Preventative maintenance only, including quarterly visual inspections, filter changes, belt changes  
(contractor supplies belts & filters), coil cleaning and check electronics on covered equipment.

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.

The Contractor must maintain all covered equipment in prime operating condition, consistent with manufacturer's service recommendations.

**2.1.1 Preventative Maintenance:**

The Contractor shall:

- A. Insure the accuracy of all system gauges.
- B. Insure that operating instructions are posted and maintained in all locations.
- C. 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.
- D. 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.
- E. Insure that all-heating systems are serviced and ready for winter operation not later than October 1.
- F. Insure that all A/C systems are serviced and ready for summer operation not later than April 1.
- G. 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.
- H. Prepare equipment for inspection as required. (Insurance Inspector, Fire Marshall, etc.)
- I. During the course of this contract, periodic inspections shall be made by the agency 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.
- J. Perform regularly monthly scheduled system checks and service. In addition to this, the contractor shall perform 2 Comprehensive Checks per year.
- K. Perform total environmental control system maintenance including, but not limited to:
1. The total HVAC systems.
  2. 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 pre-filters will be replaced on a monthly basis.
  3. Records of all functions shall be kept with copies being given to the Executive Director.
  4. All maintenance operations shall be performed as recommended by the Manufacturer or the Executive Director.

### **2.1.2 Equipment Specific Requirements:**

#### **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, CO<sub>2</sub>, 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 agency's representative.

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

**Comprehensive visits** to be performed twice per year.

**System Mechanical Inspection.**

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

Inspect for leaks in duct, piping, flange connections, etc. (Document any problems/corrections).

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

**Starter/Contactor/Safety Inspect.**

Inspect wiring/connections for tightness, corrosion and damage. (Replace as 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/name plate information available).

Ret/Exh Fan/Motor Inspect & Lubricate  
Clean motor and cooling openings, lubricate motor, fan and shaft bearings. (Document any problems/corrections)

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

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

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

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

Clean Coil  
Clean coils using high-pressure spray and detergent  
Complete log sheet on motors, Elements, Etc.  
Heating Coils (Hot Water)

**Comprehensive visits** to be performed twice per year.  
Check hand valves for leakage and repair as needed.  
Check piping insulation for damage and repair as needed.  
Check condition of finned surfaces, clean air side, straighten fins, check for leak or rust, and check for blockage. Repair as needed.  
Check airflow and correct to maintain system/manufacturers specification air flow through coil.

Complete Vibration Analysis (Once per year) and complete logs sheets and give with reports to agency's 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

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

**Network Analysis** - Contractor will analyze and report on the performance of the Customers Metasys network or new system installed by vendor, 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 annual software major and minor upgrades to the NAE & Metasys systems and have access thru a laptop to the Johnson Controls SCT (System Configuration Tool) software or install a new comparable system (explanation of alternate system must be included with bid).

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

**Coverage or comparable new system installed by vendor** - 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.

2.1.3 Comprehensive Inspection Visit (minimum of one (1) per piece of equipment as stated in this contract). Each Comprehensive Inspection Visit 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.

### 2.2 Predictive Maintenance:

#### Analysis of Fluids/Tubes

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

### 2.3 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 must 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.

#### **2.4 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.

#### **2.5 Corrective Maintenance:**

The Contractor shall perform on an as needed basis 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, 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:**

The Contractor shall also, on an as needed basis, correct or replace 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:**

The Contractor shall correct, rebuild, or control replacement when necessary using available original manufacturers specified repair parts, rebuild kits or recommended equal or better replacement components. Correction includes control calibration and lubrication (where applicable) of all control devices including controllers and linkage for valves (excluding valve removal) and dampers.

**2.6 Service Warranty:**

The Contractor shall guarantee that all service provided under this Contract shall be performed in a timely and professional manner. Any claim for defective workmanship must be provided to the Contractor by written notice prior to the termination date of this Contract upon which Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the agency. The 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.

**2.7 Parts:**

The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment and supplies necessary to execute the responsibilities of this contract. 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.

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the Contractor is expected to have emergency parts available to the Agency within forty-eight (48) hours to minimize equipment down time. If the contractor is unable to provide and install parts within the given time (regular or emergency), the contractor must so notify the building manager prior to the expiration of the given time allowed by

phone. The deadline to install parts may only be waived or extended by the approval of the building manager. After the 48 hour deadline and if the problem worsens, the agency has the right to impose a fee of \$100.00 per day over the 48 hour deadline until the part is received.

Any required parts, material and labor (including travel) outside the scope of the contract, needed for repairs, will be bid out, if necessary, as required by the West Virginia purchasing rules.

**2.7.1 Parts Warranty:**

Part(s), components(s) or services furnished by others to the Contractor carry the same guarantee to the agency as the 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 and the warranty must be a minimum of one year not excluding the manufacturer's warranty.

**2.8 Additional Requirements:**

**2.8.1 Safety Regulations:**

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

**2.8.2 Technical Service Engineering Backup:**

The Contractor 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 Contractors administration of services.

**2.8.3 Storage Space:**

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

**2.8.4 Combustible Material:**

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

**2.8.5 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

contract. Since the Agency is the generator of the oil, and since the Agency 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.

#### **2.8.6 Special reports:**

The Contractor shall maintain a record of all maintenance and repairs relating to the equipment included in this contract. Written reports are to be turned in to a designated person by the Agency 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 building manager by telephone so that a plan of action can be formulated for the most timely repair to the equipment.

#### **2.8.7 Response Time:**

##### **2.8.7.1 Regular Corrective Maintenance:**

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

##### **2.8.7.2 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.

Maintain a 24 hour manned telephone. The Agency needs to be able to contact someone at night and on weekends.

**Premium Coverage Extended Service** - On-site 24-7 repair services will also be applied for covered equipment of Johnson Controls Metasys System or new system installed by the vendor. If a problem with the Metasys, or comparable equipment, would occur at night or on the weekends, the Contractor should provide agency with a contact.

#### **2.8.9 Agency Training:**

Upon request, the Contractor will provide free of charge formal/informal training to the Agency in 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 and added by an approved change order.

**2.8.10 Equipment Information/Improvements:**

The 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 Agency's capabilities, and enhancements to operations. It shall be the Contractor's duty to notify the agency of these changes, improvements, methods, as they occur, so that the Agency may enhance the contracted services. Any changes or improvements beyond this shall be defined and agreed upon by both parties and added by an approved change order.

**Freight**

The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this contract. This cost must be included in the percentage discount given herein. For emergency 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.

**SECTION 3 - MINIMUM QUALIFICATIONS**

The Contractor shall perform the Preventative Maintenance, Predictive Maintenance, Corrective Maintenance, Inspections, as herein specified by trained, skilled, professional employees who are directly employed and/or under the direct supervision of the Contractor. The Contractor will employ Certified Technicians who are trained and knowledgeable on the Johnson Controls Metasys System for annual major and minor software upgrades and replacement of controllers as well as all other aspects of the Johnson Controls. The 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 or bid should include the components/measures that will be taken to provide a comparable system at the Contractor's expense.

The Contractor shall have the minimum qualifications outlined below to perform all Preventative Maintenance, Predictive Maintenance, Corrective Maintenance, Inspections, and Testing under this Contract and should submit all documentation of the below defined qualifications with the bid.

**Competency and Experience of Service Company:**

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.

2. An organizational chart of the 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.
3. The Contractor must have factory authorized, factory trained and certified competent mechanic(s) for a York Liquid Chiller - a copy of the Contractor's factory authorization must be provided upon request.
4. Computerized HVAC Management System -- The Contractor must have authorized and certified mechanics to provide the following and provide certification with bid. If bidding an "or equal" the Contractor must provide certification of the brand being bid.

The Contractor 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. The Contractor must be able to provide all software updates to the Johnson Controls Network automation Engineer (NAE) controller or provide system updates to the vendor's newly installed system.

#### **Section 4 ORDERING AND INVOICING**

##### **4.1 Release Orders**

No individual job in excess of \$25,000.00 (Parts and service) shall be permitted under this Contract. Issuance of multiple release orders to circumvent this requirement is strictly prohibited. Any alteration to a Release Order must be facilitated by formal Change Order. No Change Order may be issued which causes an individual job's total cost to exceed \$25,000.00.

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 (WV-39) to the vendor. 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 notice to proceed. No work other than that specified on

the individual Release Order shall be undertaken by the Contractor.

#### **4.2 Invoices**

Invoices shall be submitted to the Agency for payment monthly (in arrears). Payment will be made after receipt of the Contractor's original invoices. Copies of all service orders or inspection reports signed and dated by the agency representative.

Invoices shall be mailed to the following address:

Public Service Commission  
Administration Division  
P. O. Box 812  
Charleston, WV 25323

#### **5.0 GENERAL PROVISIONS:**

- 5.1 Licenses and Permits: Successful bidder is responsible for obtaining all necessary licenses and permits.
2. OSHA Regulations: All federal Occupational Safety & Health Administration Regulations must be followed by all contractor personnel while performing work for the Public Service Commission.
3. Work cannot be subcontracted without prior notification to the agency/building manager

#### **5.2 Exclusions:**

Unless otherwise stated herein, this Contract shall not include items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, refrigerant, glycol, fixtures, structural supports, grillage, water piping, drain piping, disconnect switches and circuit breakers. Not included in the Contract 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 Contractor's control. Not included is the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that the Contractor encounters any asbestos product or any hazardous material in the course of performing its work, the Contractor shall discontinue its work and immediately notify the agency. 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 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.

### **5.2 Limitation of Liability:**

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

### **5.3 Agency Responsibilities:**

To allow the Contractor to properly perform the service included in this Contract, the Agency shall:

- \*Permit access to Agency's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- \*Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- \*Promptly notify the Contractor of any unusual operating conditions.
- \*Upon agreement of a timely mutual schedule, the agency shall allow the 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 agency's remote monitoring service is provided, the agency is to provide and maintain a telephone line with long distance direct dial and answer capability for the benefit of the Contractor.

### **5.4 Proprietary Rights:**

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

### **5.5 Agency Termination:**

Upon any termination, early termination or expiration for this Contract, the Contractor shall have access by appointment with the building manager, to enter the agency location(s) to disconnect and remove any of the Contractor's personal proprietary property of device(s) as well as remove any and all Contractor-owned parts, tools, and personal property.

### **5.6 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 subcontractors to observe state and federal laws, including but not limited to labor and wage laws.

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

**5.8** 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)

**5.9** 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.

**5.10** 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.

## **6.0 AWARD**

Award will be made to the lowest, most responsive bidder whose overall qualifications meet the above specifications and shall be based on the lowest combination of hourly rate and discount per the attached bid scenario.

## **2.2 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.

## 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 York Liquid Chiller Model YC1V0207EA46VAB5X 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
- Johnson Controls VAV Controllers (approximately 150)
- 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
- All VAV Boxes (approximately 150)
- 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)

### **Transportation Building**

- 3 Rooftop units on Transportation Building and a split system (will provide model and serial numbers at the prebid)

**Bid Sheet/Form**

Monthly Rate for Main building - 201 Brooks Street:

\$ \_\_\_\_\_ per month x 12 months = \$ \_\_\_\_\_ per year ( A )

Monthly rate for Transportation Building - 1116 Quarrier Street

\$ \_\_\_\_\_ per month x 12 months = \$ \_\_\_\_\_ per year ( B )

Total Bid Cost (A + B)

\$ \_\_\_\_\_ ( C )  
=====



**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: \_\_\_\_\_

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.

RFQ No. \_\_\_\_\_

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 exceed five percent of the total contract amount.

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

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** \_\_\_\_\_