



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
02120028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT TWO  
 801 MADISON AVENUE  
 HUNTINGTON, WV  
 25704 304-528-5650

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				936-10		
<p>AIR CONDITIONING MAINTENANCE AND REPAIR</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION WITH THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE HVAC SYSTEM MAINTENANCE FOR DISTRICT TWO LOCATIONS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION, VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/02/2011, AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

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

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

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

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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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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

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<p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:            CONTRACTORS NAME - .....            CONTRACTORS LICENSE NO. - .....</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>EXHIBIT 10</p>						

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REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
..... SIGNATURE .....						

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				COMPANY		
				.....		
				DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:		PAUL REYNOLDS		FILE 33		
RFQ. NO.:		02120028				
BID OPENING DATE:		09/07/2011				
BID OPENING TIME:		01:30 P.M.				

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ 02120028 ***** TOTAL: _____						

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**HVAC SYSTEMS MAINTENANCE CONTRACT  
WEST VIRGINIA DIVISION OF HIGHWAYS**

Location: District Two Headquarters  
801 Madison Avenue; **and**  
Equipment Division Shop  
9th Street & Jefferson Avenue  
Huntington, WV 25712

For: State of West Virginia  
Division of Highways, District Two  
801 Madison Avenue  
Huntington, West Virginia 25177

**SECTION 1: DEFINITIONS**

- A. The Division of Highways shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance" shall mean scheduled inspections and the replacement of parts, components, and materials on HVAC equipment prior to the failure or wear-out period of the parts, components or materials. The planned inspections and replacements shall be in accordance with the equipment manufacturer's specifications and recommendations. No Preventive Maintenance shall be performed without authorization from the Agency, in the form of an approved release order.
- E. "Corrective Maintenance" shall mean maintenance performed on an as-requested basis to correct a malfunction or failure in an HVAC system and may be on a regular or emergency basis. No Corrective Maintenance shall be performed without authorization from the Agency, in the form of an approved release order.
- F. "Competent Mechanic" shall mean a mechanic, technician, or other employee of Contractor who meets the minimum qualifications necessary to perform work under this Contract as outlined in Section 3.
- G. "Agency Representative" shall be defined as the person designated by the District Manager of the District Two Division of Highways as having authority to act on behalf of the Division of Highways, District Two location.
- H. "Holidays" are shall mean days designated by W.Va. Code §2-2-1 as legal holidays (i.e. New Year's Day, Martin Luther King's Birthday, President's



Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Days, and Christmas Day).

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

The Contractor shall provide Preventive and Corrective Maintenance of the heating, cooling, and air conditioning systems (HVAC) located at the previously stated addresses. Preventive and Corrective Maintenance must be conducted in accordance with the manufacturer's specifications to keep all equipment operating in accordance with manufacturer's specifications. Equipment to be serviced includes the following:

### **801 Madison Avenue:**

Cooling Tower -Model 087948/001 - 3 each  
 Chiller - 600 ton - Model 02XR/446DDS64 - 2 each  
 Boiler - Model RV400/W/FDG - 3 each  
 Cooling Tower Supply Pumps  
     30 hp electric motors with ITTAC 1200 pumps - 3 each  
 Boiler Supply Pumps  
     4 - EM2334T motors with TACO pumps  
 Boiler Return Pumps  
     3 - EJMM3611T motors with TACO pumps  
 Carrier Comfort Network Controls: Systecon Controls Bypass  
 Central Station Air Handlers - 15 each  
 Package Unit - Carrier (Materials Building) -Model - 50TJ016/28 - 1 each

### **9<sup>th</sup> Street & Jefferson Avenue:**

Package Unit - Carrier - Model - 50TJ016/28 - 2 each  
 REZNOR Model UDAP125 heaters - 8 each

Preventive and corrective maintenance shall include but will not be limited to:

Completing preventive maintenance functions in the required timeframes specified under ITEM 2.1;

Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service;

Repair or replace broken components of various HVAC units including, but not limited to, motors, fans, blowers, controllers, relays, valves, control wiring, Freon recapture or other parts or components of the system, to restore heating or cooling function to the building; and

Repair distribution systems of air flow which may be damaged or not functional.

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

## 2.1 Preventive Maintenance Services:

### 2.1.1 Cooling Tower

- A. 4 Inspections during cooling season - Inspect internals and device, check general operating condition, check water flow, check valve condition, and lubricate equipment as needed.
- B. Annually - Check general machine operation, inspect/clean all drain pans and drain piping, flush and fill tower, check motor drive condition, sheaves, fasteners, humidifier components, starter wiring and controls. Inspect the intake plenum for dirt and debris and clean if necessary. Clean nozzles, blow down all line strainers, perform winterization, tighten fasteners, start equipment. Clean sump, strainer and drains.

### 2.1.2 Chiller - Centrifugal (hermetic)

- A. 4 inspections during cooling season - Routine Operating Inspection- Check general machine operation, control, power and piping, safety/operating controls, refrigerant charge, starter wiring and contacts, gauges/ indicator lights, water flow, LOG CHW/Brine In and Out temperature, flow delta P, Pump Delta P, cooler refrigerant temperature, refrigerant pressure, cooler LTD, condenser water temp in and out, condenser water flow Delta P, condenser pump delta P, condenser refrigerant temp, condenser refrigerant pressure, condenser LTD, condenser sub cooler temp, oil level and color, oil pump, oil supply pressure, oil sump temperature, check calculations, check for leaks, lubricate as needed, make equipment adjustments as required.
- B. Annually - Lubricate equipment as needed, leak test entire unit, calibrate operating controls, check gauges/ indicator lights, tighten electrical connections, check starter wiring and contacts, calibrate motor amps and volts, record/verify configurations, record and update software versions(s), calibrate controls, voltage, flow switches/devices, review and evaluate log readings, replace oil filter, replace oil reclaim filter/strainer, drier cores, lubricate equipment as required, brush condenser tubes, change compressor oil, and inspect compressor motor.

### 2.1.3 Gas Fired Hot Water Boiler

- A. Every other month during heating season, check all operation controls, check hi and low fire, check for any gas leaks, check low water cut off, check water fill line, check pumps, lubricate equipment.
- B. Before heating season, brush cells and perform combustion analysis. Clean Pilot Assembly, electrodes, flame sensor, strainers, nozzles, boiler fireside/ flu, blower's combustion/induce draft, burners, float chamber.

### 2.1.4 Supply Pumps

- A. Every other month during heating season check pump alignment and lubricate as required.
- B. Yearly - Check pump alignment, clean bearings, impeller, strainers, disassemble piping, perform control diagnostics on control panel, reassemble pump.

- 2.1.5 Systecon Control System and Carrier Control System
- A. Annually upload all controllers and verify all control points. Change and adjust accordingly.
  - B. Provide and install new Firmware updates for each controller.
  - C. Verify existing communication bus.
  - D. Provide and install Carrier operating software updates as required.
  - E. Perform (1) database back up for the entire data base.
  - F. Verify that dial up modem is operating effectively.
- 2.1.6 Central Station Air Handlers
- A. Quarterly change all filters, check belts for wear, clean drain pan/condensate line, check all electrical connections, grease all bearings, and check all actuators and linkages on dampers and valves.
  - B. Annually clean coils, change belts.
- 2.1.7 Carrier Package Units, Cooling Units and Gas Heaters
- A. Quarterly change filters, clean drain pan/condensate lines, grease bearings, check all temperatures and pressures, check all electrical connections, run through sequence of operations.
  - B. Annually clean coils, change belts, grease bearings, clean drain pan/condensate lines, and check all temperature and pressure, check all electrical connections, run through sequence of operations.
- 2.1.8 Upon award of the contract, the Agency and Contractor shall establish a maintenance schedule for performance of all preventive maintenance. This schedule shall be binding. Any exception from the established maintenance schedule shall be authorized by the Agency in writing to the Contractor. Failure to obtain written authorization may result in the non-payment for work performed.
- 2.1.9 At the time the preventive maintenance schedule is established, the Contractor shall provide a list of all preventive maintenance replacement parts inclusive of costs for Agency approval. Once approved, the Contractor shall not deviate from the approved preventive maintenance parts list without prior written approval from the Agency.
- 2.2 Corrective Maintenance/Emergency Services**
- 2.2.1 The Contractor shall also provide corrective maintenance services on an on-call basis. On site response time for corrective maintenance service calls performed on a regular (non-emergency) basis shall be guaranteed within 24 hours of notification. The deadline to respond on-site may only be waived or extended by written approval of the Agency.
- 2.2.2 During the life of this Contract, the Agency may have need for corrective maintenance services on an emergency basis. Emergency maintenance calls shall be placed to the Contractor by an authorized Agency representative and on-site response shall be guaranteed within four (4) hours of the receipt of the emergency service call.

2.2.3 If the Contractor is unable to respond on-site within the given time allowed for any corrective maintenance call (regular or emergency), the vendor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, liquidated damages may be imposed against the Contractor in the amount of \$150.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.

2.2.4 The Contractor must provide a 12-month warranty for all labor performed under this Contract.

### **2.3 Parts:**

2.3.1 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.

2.3.2 The Contractor shall be required to receive written approval from an authorized Agency Representative(s) for corrective maintenance replacement parts, components, or materials in advance of their purchase or requisition by the Contractor.

2.3.3 Parts for Corrective Maintenance performed on a regular (non-emergency) basis must be received and installed no later than seven (7) days after authorization from the Agency.

2.3.4 Part(s) for emergency corrective maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Contractor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Contractor shall not arrange for expedited delivery of parts without prior approval of the Agency. Contractor must provide and install part(s) within twenty-four (24) hours of receipt of parts.

2.3.5 If the Contractor is unable to provide and install parts within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must so notify the Agency, in writing prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.

2.3.6 The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

- 2.2.3 If the Contractor is unable to respond on-site within the given time allowed for any corrective maintenance call (regular or emergency), the vendor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, liquidated damages may be imposed against the Contractor in the amount of \$150.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.
- 2.2.4 The Contractor must provide a 12-month warranty for all labor performed under this Contract.

### **2.3 Parts:**

- 2.3.1 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.
- 2.3.2 The Contractor shall be required to receive written approval from an authorized Agency Representative(s) for corrective maintenance replacement parts, components, or materials in advance of their purchase or requisition by the Contractor.
- 2.3.3 Parts for Corrective Maintenance performed on a regular (non-emergency) basis must be received and installed no later than seven (7) days after authorization from the Agency.
- 2.3.4 Part(s) for emergency corrective maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Contractor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Contractor shall not arrange for expedited delivery of parts without prior approval of the Agency. Contractor must provide and install part(s) within twenty-four (24) hours of receipt of parts.
- 2.3.5 If the Contractor is unable to provide and install parts within the given time allowed for any Corrective Maintenance call (regular or emergency), the vendor must so notify the Agency, in writing prior to the expiration of the given time allowed. The deadline to install parts may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email.
- 2.3.6 The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

## **2.4 Technical Services:**

- 2.4.1 Contractor shall maintain a continuous 24-hour emergency telephone service for receipt of maintenance service calls. This service must be maintained everyday of the week, including weekends and Holidays.
- 2.4.2 Contractor shall provide technical assistance from engineering technicians by telephone/electronic communications. Technical assistance shall include operational or technical advice on the use of the Carrier control equipment; access to the control system through the use of a phone line and modem. If unable to assist via electronic communications, on-site service must be provided within four (4) hours of receipt of the service call.

## **2.5 Facility Access:**

- 2.5.1 The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities. Access keys will be provided to the Contractor and inventoried by the Agency. The Contractor must sign for all access keys and return them upon expiration of this Contract.
- 2.2.2 Contractor HVAC Technicians must report to the DOH office upon arrival and departure. Contractor shall provide a service ticket indicating time of arrival and departures, scope of work performed and obtain a signature from an authorized Agency representative. A signed copy of the service ticket must be provided at the time of departure.

## **2.6 Reports**

The Contractor will develop comprehensive reports of findings with recommendations for operational changes, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment yearly to agency representative. This is applicable to all systems and equipment.

The Contractor shall have the ability to interface with the existing chillers' control panel utilizing Crystal View diagnostic software. The Contractor shall have the ability to configure set point and current limit. The Contractor shall provide, within 24 hours after requested, a Crystal View report of each chiller's status, set point and operating log to the Agency. The Contractor shall also provide, within 24 hours after requested, a web-based report, via DDC control system, of real-time energy usage, operational cost comparisons and benchmark performance to the Agency.

The Contractor shall provide monthly usage reports listing each release issued for that reporting period with the number of regular hours worked, the number of overtime hours worked, the number of weekend/Holiday hours worked, the amount of vendor manufactured parts, and the amount of non-vendor manufactured parts. A copy of this report shall be sent to the Agency.

## 2.7 Costs

**Maintenance, Testing, and Inspection Services:** The Contractor shall provide two hourly rates for all services to be included under this Contract. The first rate will include all Preventative Maintenance and Corrective Maintenance (regular and non emergency) and the second will be for emergency maintenance callouts. The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

**Parts:** The Contractor shall provide parts to the agency at the lowest possible cost. Preventive maintenance parts and associated costs shall be submitted for approval immediately following award of the contract. No deviation shall be permitted without prior written approval by the Agency. Parts required for repairs shall be approved by the Agency prior to purchase or installation by the Contractor and shall be paid at the Contractor's cost. The contractor shall be required to provide any and all price lists for audit purposes with the invoice.

**Freight:** The Contractor shall have parts shipped in the most economical way possible, except where expedited shipping is authorized prior to orders. All cost shall be invoiced separate from cost of parts and will be paid by Agency. No mark up shall be permitted for delivery. (See Section 4.2 for more information).

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

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

1. The Contractor must have factory-authorized, factory-trained and certified HVAC Competent Mechanic(s) for all equipment and manufacturers shown on Attachment C and must submit the following documentation relating thereto:
  - a. A copy of the Contractor's factory authorization to provide repair and warranty service for Carrier HVAC equipment including chillers up to 1,200 ton capacities.
  - b. A list of HVAC Competent Mechanic name(s) including dates of factory HVAC service training and certifications. Following award of Contract, Competent Mechanic(s) may only be added upon written approval by the Agency. No work may be performed other than by Competent Mechanic(s) included on the list.
  - c. Documentation of the Contractor having five (5) years prior experience with jobs of a similar size and scope servicing HVAC equipment including chillers of the type serving Agency's facilities. Documentation includes, but is not limited to, references, contracts, resumes, etc.
2. The Contractor must have factory-authorized, factory-trained and certified DDC

(Digital Direction Control) Competent Mechanics and provide the following documentation relating thereto:

- a. A copy of the Contractor's factory authorization to provide DDC repair service and warranty service for Johnson Controls and Trane Tracer hardware and software currently serving the Agency's facilities and equipment.
  - b. A list of DDC control Competent Mechanic name(s) including dates of factory DDC training certificates. Following award of Contract, DDC control Competent Mechanics may only be added upon written approval by the Agency. No work relating to DDC controls may be performed other than by DDC control Competent Mechanic included on the list.
  - c. Documentation of the Contractor having five (5) years prior experience with jobs of a similar size and scope servicing the type of DDC control system(s) serving Agency's facilities. Documentation includes, but is not limited to, references, contracts, resumes, etc.
3. The Contractor must also have and provide copies of WV State certifications for the following employees:
- a. Electricians: Documentation provided for electricians must include names of electricians and copies of their WV State electrical licenses.
  - b. Plumbers/Pipe-fitters: Documentation provided for electricians must include names of electricians and copies of their WV State plumbing licenses.

By submitting a response to this RFQ, Contractor certifies that its employees that will perform services under the Contract meet the minimum qualifications outlined below.

#### **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.**

The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the 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. **Issuance of multiple release orders to circumvent this requirement is strictly prohibited.**



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

#### **4.2 Invoices**

Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. Copy of Contractor's invoice for each repair part, component, or material provided. Freight charges must be in accordance with Section 2. Any expedited delivery charges for emergency Corrective Maintenance service calls must be clearly indicated on the invoice and must be submitted to the Agency as a pass through cost. If third party freight, the Contractor must provide a copy of the freight invoice in order to receive payment.
3. FEIN number, complete address of vendor, release order number, and master contract number.

Invoices shall be mailed to the following address:

West Virginia Division of Highways  
District Two  
P. O. Box 880  
Huntington, West Virginia 25712  
Attention: Accounting

Invoices may be submitted electronically, but the electronic invoices must meet the requirements of the WV State Auditor's Office for such invoices.

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

- 5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries,

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

- 5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.
- 5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.
- 5.4: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:
1. National Electric Code (NEC)
  2. International Building Code (IBC)
  3. International Mechanical Code (IMC)
  4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
  5. ANSI/ASHRAE Standard 135-2004 (BACnet)
  6. ANSI/EIA/CEA-709.1 (LonTalk)
  7. NFPA (National Fire Protection Association)
- 5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.
- 5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is

clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

- 5.7: The Contractor will provide for all insurance necessary to render the Agency free and harmless from all claims arising from services performed under this Contract. Contract insurance, liability and compensation insurance shall be sufficient to cover the Contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of the Contractor's certificate of insurance is required prior to the Contract being awarded.

**SECTION 6: AWARD CRITERIA**

The contract shall be awarded to the Contractor meeting all mandatory requirements with the lowest price based on the bid scenario on the attached Bid Form.

**HVAC SYSTEMS MAINTENANCE CONTRACT  
WEST VIRGINIA DIVISION OF HIGHWAYS**

**Bid Form**

<b>Services</b>	<b>*Estimated Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Preventive/Corrective Maintenance	75	\$	\$
Emergency Call-Outs	25	\$	\$
<b>Total</b>			\$

**\*Note: Hours are estimated for bid evaluation purposes ONLY. Actual hours may be more or less as deemed necessary or required by the Agency.**

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 owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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