



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
HHR15029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BOB KILPATRICK 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUILDING MANAGEMENT  
 VARIOUS LOCALES AS INDICATED

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/23/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF OPERATIONS, TO PROVIDE FOR AN OPEN-END CONTRACT FOR PREVENTIVE AND CORRECTIVE MAINTENANCE AND TESTING OF THE HVAC SYSTEMS AND SPECIFIC REFRIGERATION SYSTEMS FOR VARIOUS DHHR FACILITIES, PER THE ATTACHED SPECIFICATIONS.  ***** MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, JULY 9, 2014 AT 1:00PM (SEE SPECIFICATIONS) *****  ATTACHMENTS INCLUDE:  1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. HHR15029 SPECIFICATIONS 4. ATTACHMENT A: BACKGROUND INFORMATION/BLDG LOCATIONS 5. EXHIBITS A & B (PRICING PAGES) 6. PURCHASING AFFIDAVIT 7. CERTIFICATION AND SIGNATURE PAGE						
0001	200	HR	936-10	CORRECTIVE MAINTENANCE HOURLY RATE		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	JB		936-10		
				COST FOR PARTS \$10,000.00 X MARKUP ( %)		
0003	12	MN		936-10		
				PREVENTATIVE MAINTENANCE MONTHLY COST TOTAL FROM		
***** THIS IS THE END OF RFQ HHR15029 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

DHHR - Operations

One Davis Square - CR104

Charleston, WV 25301

Time: 1:00pm on Wednesday, July 9, 2014. Vendors will have the option to travel to any of the covered locations to view facilities and equipment.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: Friday, July 11, 2014 by 5:00pm

Submit Questions to: Robert P Kilpatrick, Senior Buyer  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115  
*(Vendors should not use this fax number for bid submission)*  
 Email: robert.p.kilpatrick@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: \_\_\_\_\_  
 BUYER: Robert P Kilpatrick, File 22 \_\_\_\_\_  
 SOLICITATION NO.: HHR15029 \_\_\_\_\_  
 BID OPENING DATE: July 23, 2014 \_\_\_\_\_  
 BID OPENING TIME: 1:30pm EST \_\_\_\_\_  
 FAX NUMBER: 304-558-3970 \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: Wednesday, July 23, 2014 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on Upon Award

and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not to exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a



performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:**  
\$1,000,000.00 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

WV Contractor's License (see Additional Terms, below)



during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency, (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and 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.
- 46. INDEMNIFICATION:** The Vendor 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 Vendor, 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.



- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

**Contractor's Name:** \_\_\_\_\_

**Contractor's License No.** \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources (DHHR) to establish a contract for HVAC systems preventative maintenance, corrective maintenance and testing. The Contractor shall provide Preventative Maintenance, Corrective Maintenance, and Testing of the heating, cooling, and air conditioning systems (HVAC) and specific refrigeration systems in the identified buildings owned and operated by the West Virginia Department of Health and Human Resources.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means preventative maintenance, corrective maintenance and testing for HVAC systems in covered DHHR owned facilities.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibits A and B.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as HHR15029.
  - 2.4 **“Agency”** shall be defined as The Department of Health and Human Resources, Operational Services Division, 1 Davis Square, Suite 100 West, Charleston, West Virginia 25305.
  - 2.5 **“Contractor”** shall be defined as the successful bidder or vendor.
  - 2.6 **“Preventative Maintenance”** shall be defined as the scheduled inspections and the replacement of parts, components, and materials on HVAC equipment prior to the failure or wear-out period of the parts, components or materials or as a result of the failure or wear-out of parts, components or materials. All planned inspections and replacements shall be in accordance with the equipment manufacturer’s specifications and recommendations.
  - 2.7 **“Corrective Maintenance”** shall be defined as maintenance performed on an as-requested basis to correct a malfunction or failure in a non-covered related component

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of the HVAC system. No Corrective Maintenance shall be performed without authorization from the Agency in the form of an approved release order.

- 2.8 “**Competent Mechanic**” shall be defined as a mechanic, technician, or other employee of Contractor who meets the minimum qualifications necessary to perform work under this Contract as outlined in Section 3.
- 2.9 “**Agency Representative**” shall be defined as the person designated by the Director of the Operational Services Division as having authority to act on behalf of the Operational Services Division.
- 2.10 “**Holidays**” shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Lincoln’s Day, Election Days, and Christmas Day).
- 2.11 “**Testing**” shall be defined as a function test upon the completion of an ordered repair to ensure equipment is returned to normal operating mode or to determine if additional repairs are required. Overhaul” shall be defined as the thorough inspection and maintenance or repairs as a result of the inspection or as prescribed by the manufacturers’ schedule.

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**3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

3.1. During the last five (5) years, the Successful Vendor must have successfully installed and maintained HVAC equipment of the type, character and magnitude as defined in the Preventive Maintenance Bid Detail Form under contract for at least five facilities. To document meeting this requirement, Successful Vendor must provide references for at least five separate contracts, naming the customer, providing a contact telephone number for the customer, explaining the size, capacity and extent of the facility and the equipment covered, and explaining the Vendor's full responsibilities under each contract.

3.2 Successful Vendor must provide at least two (2) resumes of individuals that will work on the Contract at its inception; these resumes shall indicate that the proposed employee has experience working with the engineering data, wiring layouts, and associated materials for the types of equipment specified herein. Successful Vendor must provide these two (2) resumes prior to award but, following award, must provide Agency (at their request) with resumes of any other employees that would be working on the Agency's equipment, to demonstrate that they also meet this requirement. Contractor shall have in his direct employment the necessary organization and proper facilities to properly fulfill all the service required. They must employ only skilled, competent and trained equipment personnel.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Preventative Maintenance**

**4.1.1.1 Preventative Maintenance** must include regular and systematic examinations and preventative maintenance service, making examinations at scheduled monthly intervals, at which time the vendor shall take necessary actions to restore the equipment to satisfactory and safe service. By using preventative maintenance



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methods, the Contractor shall furnish and install parts as necessary to keep the equipment in the best possible working order.

**4.1.1.2** Preventative Maintenance must maintain the efficiency, speed and safety for the equipment as designated by the original manufacturer specifications. The Contractor shall perform all necessary examinations and adjustments to maintain equipment at the specified limits; adjust or replace all safety devices, including regulators, limit switches, pressure relief valves, or other safety or regulating devices. All of the aforementioned tasks are to be done whenever necessary to insure maintenance of adequate safety factors, and in accordance with these specifications.

Preventative Maintenance must include, but is not limited to: replacement of batteries in thermostats, cleaning, painting, lubricating, packing, sealing, adjusting, calibrating, repairing, furnishing and replacing of filters (except HEPA filters), and furnishing and replacing parts and equipment. It shall include the furnishings of all equipment necessary in the performance of these tasks, as required in the specifications. Under the routine preventative maintenance program, parts and equipment shall include, but shall not be limited to the following: bearings, belts, filters, gaskets, controls, safety devices, controllers, control parts, coils, switches, contacts, and valves, control panels, chemicals, lubricants, fluids, gases, motors, pumps, and fittings or connections. During routine and/or regular maintenance schedules of HVAC equipment serving areas of laboratory equipment, the Contractor shall monitor readings of the pressures differentials on the Magnehelic Gauges on all HEPA cabinets to assure sufficient air volumes are being supplied for the safety of the personnel. The Contractor shall also replace annually, or as needed, all 9 volt batteries used in the T7200 thermostats and replace all belts on the BAC cooling tower. Examples of work include but are not limited to: 1) Troubleshoot a variety of problems in the field with diagnostic devices to return equipment to service; 2) Repair or

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replace broken components of various HVAC units including, but not limited to, motors, fans, blowers, controllers, relays, valves, control wiring, Freon recapture or other parts or components of the system, to return heating or cooling function to the building; 3) Repair distribution systems of air flow which may be damaged or not functional.

- 4.1.1.3 Preventative Maintenance must include making available to Agency copies of water treatment field reports and make sure additives are adjusted immediately to compensate for any imbalances in the system.
- 4.1.1.4 Preventative Maintenance must include normal inspections made and provided in accordance with each equipment manufacturer's recommended maintenance requirements. Contractor must be able to connect and fully utilize the digital control system currently used to monitor equipment and troubleshoot the main components of the HVAC building management systems.
- 4.1.1.5 Preventative Maintenance must include review all operating sequences and practices of the current equipment in order to assure the effective environmental conditionings while minimizing operational costs. This initial survey of the operating parameters will be conducted within the first 60 days of the contract award – except for certain seasonal systems. Seasonal equipment will be surveyed during the next appropriate operating season. Survey shall include, but not be limited to, time schedules, reset schedules, economizer changeovers where applicable, set points, and energy management routines.
- 4.1.1.6 Contractor must be able to connect and utilize the digital control system currently used to monitor equipment and troubleshoot the main components of the HVAC building management systems included in this contract. (See Attachment A – Background Information and Building Locations).
- 4.1.1.7 Preventative Maintenance must include the development of a comprehensive report of findings with recommendations for

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operational changes, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment. Approved changes shall be made during scheduled maintenance visits at no additional cost to the Agency. Approved changes that require additional devices, hardware, software and programming shall be done under the requirements for additional works herein after in Section titled "Corrective Maintenance".

**4.1.2 When Work Is To Be Performed**

4.1.2.1 Service call work other than emergency type, or major activities that would cause disruption to the workplace environment, shall be accomplished during hours of regular scheduled work days. These hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. Routine scheduled maintenance work that would cause disruption of business activities during the regular business hours shall be performed after 5:00 P.M. daily, over weekends or on scheduled holidays.

**4.1.3 Removal of Equipment from Service**

4.1.3.1 Only under emergency situations will the Contractor remove any equipment from service without prior approval from the Agency. Any equipment removed from service by the Contractor for maintenance shall be restored to service promptly; under no circumstances shall any equipment covered by this contract be out of service for a period greater than twenty-four (24) hours unless the Contractor has obtained prior approval from the Agency. The request for said approval should include a description of the extended maintenance actions and the estimated length of the period of non-service, and should be made well enough in advance so that the down-time can be scheduled.

4.1.3.2 Should any equipment covered by this contract be removed from service by the Agency, or at the direction of the Agency, for any extended period of time for renovations or like reason, the Contractor shall reduce the contracted monthly charges proportionately each day that the equipment is out of service.

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**4.1.4 Contractor Provided Parts**

**4.1.4.1** Contractor Provided Parts must include the maintenance of a spare heat pump chassis (owned by Agency) of each heat pump size in a working condition for emergency change out during evening hours or as directed by the Agency. This applies only to the equipment at 350 Capitol Street, Charleston, WV.

**4.1.4.2** Contractor Provided Parts must include the vendor maintaining a supply or inventory of routinely used replacement parts for the equipment identified in this contract. Such spare replacement parts should be kept in a warehouse inventory or available from manufacturing facilities located strategically within the United States and available within twenty-four (24) hours. All replacements shall be equal to or better than original manufacturer's parts. Any mechanical or electrical part, component, or assembly that must be replaced, repaired, or renewed as a result of wear or breakage, but is unavailable from the manufacturer due to obsolescence, still remains the Contractor's responsibility to replace, repair or renew from another available, reliable source. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract at no cost to the Agency. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, or anything incidental to complete the tasks. The Contractor shall be responsible for all freight charges incurred as a result of the purchase of replacement parts under this Contract. For Corrective Maintenance service parts orders where expedited delivery is requested and authorized by the Agency, the Contractor may invoice for these charges provided that it be given as a pass through cost to the Agency. No markup

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shall be permitted for expedited delivery. The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

**4.1.5 Telephone Service**

**4.1.5.1** Telephone Service must include the maintenance of a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays. Contractor will be asked to respond to emergency situations as communicated to Agency by our tenants and the public in general. To facilitate this cooperative communication, the contract Contractor will establish a call down list or other procedure that will insure the quickest possible response time.

**4.1.6 Reports**

**4.1.6.1** Reports must include the contractor providing a proposed schedule of all inspections, lubrications, adjustments, tests, cleaning, routine repairs and other preventative maintenance activities that the Contractor shall be performing on a routine basis during the life of this contract. Contractor's representative shall report to the Agency or their designated representative prior to performing any work specified in this contract. Contractor shall provide and keep current a suitable chart, posted in the machine room of the equipment, on which entries shall be made to indicate the status of all servicing and maintenance work performed; likewise, status reports shall be submitted to the Agency, or its designated representative monthly. Contractor shall maintain a complete, orderly, and chronological log (including drawings, parts lists, and wiring diagrams) of call-backs and repairs on all equipment. Contractor shall maintain updated contract wiring diagrams for the equipment in each equipment room. These wiring diagrams shall be permanently mounted on full-size display panels near the equipment controllers. These wiring diagrams are to remain the property of the Agency and will be surrendered upon termination of this contract.

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**4.1.7 Facilities**

**4.1.7.1** The list of facilities for which service may be requested are in Attachment A. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

**4.1.8 Employees**

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

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

**4.1.8.2** The contractor shall have personnel available in Kanawha County, West Virginia eight (8) hours a day, between the hours of 8:00 am to 4:00 pm, Monday through Friday, with legal WV holidays excluded.

**4.1.9 Corrective Maintenance Release Orders**

**4.1.9.1** Corrective Maintenance Release Orders must include those items of approved changes that require additional devices, hardware, software and programming. The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. The release order shall indicate the scope of work for the job for which the release is issued. Issuance of the

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release order to the Contractor shall be considered authorization to begin work. No work other than that specified on the individual release order shall be undertaken by the Contractor. No individual job in excess of \$25,000 (parts and service) shall be permitted under this contract. The issuance of multiple release orders to circumvent this requirement is strictly prohibited. Any alteration to a release order must be facilitated by a revised work order. No revision shall be issued nor work performed which causes an individual job's total cost to exceed \$25,000.00.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by first completing all cost on Exhibit B with a summary on its Page 6. Second, complete all sections on Exhibit A: Pricing Page carrying over the total from Exhibit B, Line C. Complete Lines A and B with the vendor's hourly rate for corrective maintenance and vendor's rate for parts markup respectively. The hours and part cost listed on Lines A and B are an annual estimate by the Agency to be used for evaluation of the vendor's bid only. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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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)

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.

Agency reserves the right to make such tests and inspections as and when deemed advisable to ascertain if the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the Agency may demand that the Vendor immediately initiate corrective action to restore the equipment to a condition that conforms with the specifications contained herein, and should the Vendor then fail to comply with the Agency's demands for corrective action, then the Agency may, by written notice to the Vendor, terminate the Vendor's right to proceed further with the work. In such an event, the Agency will take over the work and pursue it to completion by contract or otherwise, and the cost of this corrective action will be deducted from any monies owed to Vendor.

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of **\$250** for each day for each equipment for which the vendor does not meet specification of this contract for failure to provide scheduled monthly maintenance by the end of each month. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.

A deduction in the monthly payment shall be imposed at the rate of one-thirtieth (1/30) of the monthly rate for each day for each equipment which is, at the direction of the Agency or directly by the Agency, removed from service for renovations or like reason.

Vendor shall comply with all applicable Federal and State of West Virginia rules and



REQUEST FOR QUOTATION  
**HHR15029**  
**HVAC SYSTEMS PREVENTATIVE MAINTENANCE, CORRECTIVE  
 MAINTENANCE AND TESTING CONTRACT FOR DEPARTMENT OF HEALTH  
 AND HUMAN RESOURCES – OWNED FACILITIES**

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regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, sub-vendors, or individuals permitted access by Vendor.

7. **PAYMENT:** Agency shall pay a flat monthly fee for Preventative Maintenance, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
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 AND HUMAN RESOURCES – OWNED FACILITIES**

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9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

## HHR15029 – Attachment A – Background Information and Building Locations

The functional operations of these facilities range from the major portion being office space to unique and special functions of bio-hazard testing, morgue and autopsy functions, and hygienic testing functions. As noted on the attached listing of equipment, a few units have HEPA filtration of exhausted air.

**350 Capitol Street, Charleston, WV 25301 (Diamond Building)** – Trane Tracer 100 system (revision 15.2) with telephone dial-up access. This system monitors the following controllers: Trane VVT System, Trane TCM controllers and Trane PCM controllers. The DDC system controls the makeup air system, cooling tower and boiler loop and several VVT systems. Equipment located here was installed in 1999 and has been serviced under this type of contract since being put into service for a major office building.

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

**619 Virginia Street, West Charleston, WV 25301 (Medical Examiner's Building)** – Metasys Extended Architecture control system with web browser access. The system employs a Network Automation Engine (NAE 3500 Series) to supervise unitary field controllers that are connected to each rooftop air-handling unit that have a combination temperature and humidity space sensor and use factory economizer controls. The control system also monitors and controls exhaust fans within the building. There is a single, standalone, TSI 8600 Series Room Pressure Controller that maintains a constant negative pressure set point in the autopsy suite. The equipment here was put into service in the fall of 2005.

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

**167 11<sup>th</sup>. Avenue, South Charleston, WV (Bio-Safety Level III Lab)** – The equipment servicing the Bio-Safety Level III lab at this same location was put into service in the summer of 2004 and is now out of manufacturer's warranties. The Level III Lab's exhaust fans and control panel was upgraded in January 2011 and a portion of the equipment may still be under manufacture warranty. Trane Tracer Summit with web browser access that uses Distributed I/O to control and monitor the HVAC system along with the VHP Decontamination System (vaporized hydrogen peroxide gas) and the five zone TSI 8600 Series room pressure controller.

The A&E specifications for the upgrade may be viewed here  
<http://www.wvdhhr.org/HHR11063LabHVAC.pdf>

**HHR15029 Exhibit A: PRICING PAGE**

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

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

**Preventative Maintenance Monthly Cost Total**  
**from Attachment A (Page 6) \$ \_\_\_\_\_ X 12 MONTHS =** \$ \_\_\_\_\_ (C)

**Estimated Grand Total cost per year Bid:** \$ \_\_\_\_\_ (D)

**CONTACT INFORMATION**

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

Order Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

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

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

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

Contractor Signature: \_\_\_\_\_

Please provide the following numbers below:

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

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

**NOTE: AWARD WILL BE MADE TO LOWEST GRAND TOTAL BID MEETING SPECIFICATIONS.**

**Exhibit B: Preventative Maintenance Bid Detail Form (Page 1 of 6)**

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
<b>350 Capitol Street, Charleston, WV 25301 (Diamond Building)</b>								
1	Computer Room Water-Cooled AC	2	Data Aire, Inc.	17 Ton	Section 1	O&M 10/89	Page 23	
2	Computer Room Steam Humidifiers	2	Nortec Industries		Section 1	Mes-u Mes-P	Page 4	
3	Water Source Heat Pumps	192	Trane	1-5 Tons	Section 2	WPHD	Pages 107-109	
4	Programmable Thermostats	190 / 4	Honeywell Trane / Varirac II		Section 2	VAV-ION-8	Pages 1-2	
5	Cooling Tower & Water Treatment	1	Baltimore Aire Coil	600 Ton	Section 3	M248/1-OBA PP-5m-8/96		
6	Closed Recovery System & Separator	1	Lakos		Section 3	CRS-360-C/LS-574/LS-301N		
7	Plate Frame Heat Exchanger	1	Armstrong		Section 4	PFX85		
8	Centrifugal Pumps	3	Armstrong		Section 5	4030 SERIES		
9	Flow Combination Values	3	Armstrong		Section 5	FLO-TREX		
10	Rooftop Gas Fired Make-up Air Units	3	Trane		Section 6	1200 PBH		
11	Honeywell Damper Motor	3	Honeywell		Section 6	M436A/MK36A,B		
12	Power Roof Ventilators	1	Loren Cook Company		Section 7	H-SERIES-M-A	Pages 7-11	
13	Centrifugal Roof Ventilator	2	Loren Cook Company		Section 7	AC-SERIES-AC-M-8	Pages 6-8	
14	Propeller Wall Fan	2	Loren Cook Company		Section 7	30-XLHP S / X-STREAM 5/97	Page 4	
15	Motorized Outside Air Louvers	2	Siebe		Section 7	MA-305 / F-06491/ 22 BK	Page 4	
16	Hot Water Heating Boiler	2	Lochinvar Copper-Fin		Section 8	CB00985 / MNL7019 REV A	Pages 8-11	
17	Water Treatment	1			Section 10			
18	Filter Service External Units	3			Section 11			
19	Filter Service Internal Units	192			Section 11			
20	Filter Service Computer Room	2	Data Aire, Inc.		Section 11			
21	Wall Resistant Heaters	3 / 1	Qmark / Ray Wall		Section 12			
22	Infrared Radiant Heater	1	Re Verber Ray		Section 12	TRACER 100 SERIES		
23	DDC Controls Tracer Building Mgmt System	1	Tane		Section 13	TRACER 100 SERIES / EMTB-OG-15		
24								
25								
<b>Page Total</b>								<b>\$0.00</b>

**Exhibit B: Preventative Maintenance Bid Detail Form (Page 2 of 6)**

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
<b>500 Capitol Street, Charleston, WV 25301 (Parking Building)</b>								
1	Packaged Terminal A/C	2	SANYO		Section 9	Santo 1/PTEC 1502G13A	Pages 18-19	
2	Packaged Terminal A/C	1	Trane		Section 9		Pages 18-19	
3								
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							<b>Page Total</b>	<b>\$0.00</b>

**Exhibit B: Preventative Maintenance Bid Detail Form (Page 3 of 6)**

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
<b>619 Virginia Street, West, Charleston, WV 25302 (Medical Examiner's Building)</b>								
1	Outdoor Makeup Air Dx Cooling & Dehumidification Unit	2	Aaon	5 Ton		RM-013-8-0AB02-349-M000Y0B0CE0B00A0-A0B0000AC00000B		
2	Outdoor Makeup Air Dx Cooling & Dehumidification Unit	1	Aaon	10 Ton		RM-010-8-0-AA02-339-A000D0B0CD0B00A0-A0B0000AC00000B		
3	Outdoor Makeup Air Dx Cooling, Gas Heat Unit w/Condenser	1	Aaon	13 Ton		RM-005-8-0-AA01-329-A000D0B0GC0B00H0A0-B0000AC00000B		
4	Outdoor Makeup Air Dx Cooling, Gas Heat Unit w/Condenser	1	Aaon	13 Ton		RM-005-8-AA01-329-M000U0B0GC0B00H0A0-B0000AC00000B		
5	Administration Rooftop Unit	1	Trane			YCD150D3HABB		
6	Belt Driven Exhaust Fan w/Backward Inclined Centrifugal Wheel	2	GREENHECK			SWB-215-30		
7	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-071-6		
8	Belt Driven Exhaust Fan w/Backward Inclined Centrifugal Wheel	1	GREENHECK			SWB-210-7		
9	Centrifugal Roof Exhaust Fan	1	GREENHECK			GB-081-6		
10	Centrifugal Upblast Exhaust Fan	1	GREENHECK			SQ-70-G		
11	Lay-in Electric Ceiling Heater	1	Qmark			CDF-548		
12	Wall Mount Electric Heater	4	Qmark			AWF-4404		
13	Canopy Hood	1	LABCRAFTERS			H-466		
14	Air Control Valve							
15	Filter Service		American Air Filter					
16	DDC Control System	1	Johnson			METASYS		
17								
18								
<b>Page Total</b>								<b>\$0.00</b>

**Exhibit B: Preventative Maintenance Bid Detail Form (Page 4 of 6)**

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	O & M Manual Reference	Monthly Cost
<b>167 11th Avenue, South Charleston, WV (Laboratory Services Building)</b>								
1	Rooftop Unit	1	YORK	7.5 Ton		DF090N10PAAA4		
2	Rooftop Unit	1	YORK	5 Ton		DM060N08P2AAJ1		
3	Rooftop Unit	1	YORK	5 Ton		DM060N08P2SSJ1		
4	Rooftop Unit	1	YORK	4 Ton		DM048N06P2AAJ1		
5	Rooftop Unit	1	YORK	6 Ton		DF072N08P2AAJ1		
6	Rooftop Unit	1	YORK	6 Ton		DF072n08P2AAJ1		
7	Rooftop Unit	1	YORK	10 Ton		DF120N15P2AAA3		
8	Rooftop Unit	1	YORK	6 Ton		DF072N08P2AAJ1		
9	Rooftop Unit	1	YORK	8.5 Ton		DF102N10P2AAA4		
10	Rooftop Unit	1	YORK	5 Ton		DM060zN08P2AAJ1		
11	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-070-6		
12	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-141-3		
13	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-101-4		
14	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-151-5		
15	Belt Driven Exhaust Fan W/Balckward inclined Centgual Wheel	1	GreenCheck			SWB-131-5		
16	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-101-4		
17	Belt Driven Exhaust Fan W/Balckward inclined Centgual Wheel	1	GreenCheck			SWB-131-5		
18	Centrifugal Roof Exhaust Fan	1	GreenCheck			GB-131-5		
19	Centrifugal Roof Exhaust Fan	1	Cook			ACEB-100C2B		
20	Centrifugal Roof Exhaust Fan	1	Cook			ACEB-70C2B		
21	Filter Service							
22	Rooftop Unit	1	Aaon	10 Ton		RM-010-8-0AA02-334		
23	Rooftop Unit	1	Aaon	6 Ton		RM-006-8-0-AA01-322		
24	Rooftop Unit	1	Aaon	13 Ton		RM-013-8-0-AA		
25	Server Closet Cooling	1	Goodman			CKL30-1D		
<b>Page Total</b>								<b>\$0.00</b>

It's a Goodman/ Serial# 0108414970/ Model# CKL30-1D/ Factory Pressure Tested 130-Low/ 300-Max



**Exhibit B: Preventative Maintenance Bid Detail Form (Page 5 of 6)**

#	Building Location and Type of Equipment	No. of Units	Manufacture	Size	Area Served	Model Number	Serial Number	Manual Reference	Monthly Cost
<b>167 11th Ave, South Charleston, WV (Laboratory Services Building - Refridgeration Units)</b>									
1	Cooler Compressor	1	Tecumseh			2AJ201GT-188-J7	126836		
2	Cooler Compressor	1	Cofelametic			KAE2-0050-CAV	93877635		
3	Cooler Compressor	1	Unknown			AH256RT-169	GJ2490C087527		
<b>619 Virginia St., West, Charleston, WV (Medical Examiner's Building - Refridgeration Units)</b>									
1	Cooler Compressor	1	Heatcraft			M02045L63CF	T05J00124		
2	Cooler Compressor	1	Heatcraft			M02035M63CF	T05I00912		
3	Cooler Compressor	1	Heatcraft			M02035M63CF	T05J00913		
4	Cooler Compressor	1	Heatcraft			M02045L63CF	T05J00121		
								<b>Page Total</b>	<b>\$0.00</b>

**Exhibit B: Preventative Maintenance Bid Detail Form (Page 6 of 6)**

#	Building Location and Type of Equipment	No. Of Units	Manufacturer	Size	Area Served	Model Number	Serial Number	O & M Manual Reference	Monthly Cost
<b>167 11th Avenue, South Charleston, WV (Bio-Safety Level III Building)</b>									
1	Makeup Air	1	Aaon	16 Ton		49207	200312-AKCH011201		\$
2	Makeup Air	1	Aaon	8 Ton		49206	200312-AKCHO7823		\$
3	Exhaust with HIPA Filtration	1	Acme	3 HP		165CPS	2355D421180000 007011110		\$
4	Exhaust with HIPA Filtration	1	Acme	3 HP		165CPS	2355D421180000 033011110		\$
5	Control System	1	Trane			Tracer Summit			\$
6	Filter Service								\$
									\$
							<b>Page Total</b>		<b>\$0.00</b>
							<b>Monthly Total</b>		<b>\$0.00</b>
							<b>Cost Breakdown by Location:</b>		
							350 Capitol Street	\$	\$0.00
							500 Capitol Street	\$	\$0.00
							619 Virginia Street	\$	\$0.00
							167 11th Avenue (Lab)	\$	\$0.00
							167 11th Avenue (Bio)	\$	\$0.00
							Refridgeration		\$0.00
							<b>GRAND TOTAL:</b>	\$	<b>\$0.00</b>



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

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

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

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

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

WV-72  
Created 07/01/13

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: \_\_\_\_\_ Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_ Vendor Fax: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RFQ No. HHR15029

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Phone Number)                      (Fax Number)

\_\_\_\_\_  
(Date)