



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

Solicitation

NUMBER

LOT518

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

EVELYN MELTON
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

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WEST VIRGINIA LOTTERY

900 PENNSYLVANIA AVE
CHARLESTON, WV
25302 304-558-0500

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DATE PRINTED

02/12/2014

BID OPENING DATE:

03/18/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA LOTTERY COMMISSION TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE COMPREHENSIVE PREVENTATIVE MAINTENANCE SERVICE, REPAIRS AND ON-CALL SERVICE FOR THE HVAC SYSTEMS TO INCLUDE LABOR, MATERIALS, EQUIPMENT AND PARTS AT 900 PENNSYLVANIA AVENUE, CHARLESTON, WV, PER THE ATTACHED SPECIFICATION AND INSTRUCTIONS TO BIDDERS.						
HVAC PREVENTATIVE MAINTENANCE AND REPAIRS						
***** THIS IS THE END OF RFQ LOT518 ***** 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:

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

Lottery Headquarters
900 Pennsylvania Avenue
Charleston, WV

February 25, 2014; Tuesday - 2:00 P.M.

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: February 28, 2014 - end of business

Submit Questions to: Evelyn P. Melton

2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-4115

Email: evelyn.p.melton@wv.gov

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- 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: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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 _____ 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: March 18, 2014 - Tuesday @ 1:30 P.M.

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 must be submitted to the Purchasing Division Director 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 two (2) successive one (1) year periods. 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.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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 of 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

☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
\$ 100.00/hour for failure to meet required on-site response time.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation 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.
- 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.

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SERVICE, REPAIRS, AND ON-CALL SERVICE FOR CHILLERS, AIR
CONDITIONING, HVAC]

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA LOTTERY to establish a contract for A COMPREHENSIVE PREVENTATIVE MAINTENANCE SERVICE, REPAIRS, AND ON-CALL SERVICE FOR ITS CHILLERS, AIR CONDITIONING, AND/OR HVAC TO INCLUDE MATERIALS, LABOR, EQUIPMENT, AND PARTS AT 900 PENNSYLVANIA AVENUE, CHARLESTON, WV ACCORDING TO THE FOLLOWING SPECIFICATIONS.
- 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 the binding agreement that is entered into between the State of West Virginia and the contractor to provide the services as herein specified.
 - 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 Exhibit A.
 - 2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as LOT518.
- 3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications outlined below to perform Preventative Maintenance and Corrective Maintenance under this Contract and should submit all documentation of the below defined qualifications with the bid.
 - 3.1** The Contractor must have factory-authorized, factory-trained and certified HVAC Competent Mechanic(s) for all equipment and manufacturers shown on Attachment A and must submit the following documentation relating thereto:
 - a. A copy of the Contractor's factory authorization to provide repair and warranty service for Trane HVAC equipment including chillers up to 1,200 ton capacities, and any other equipment

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manufacturer listed on Attachment A.

- b. A list of HVAC Competent Mechanic name(s) including dates of factory HVAC service training and certifications. Following award of Contract, Competent Mechanic(s) may only be added upon written approval by the Agency. No work may be performed other than by Competent Mechanic(s) included on the list.
 - c. Documentation of the Contractor having prior experience for three (3) years with jobs of a similar size and scope servicing HVAC equipment including chillers of the type serving Agency's facility. Documentation includes, but is not limited to, references, contracts, resumes, etc.
- 3.2 The Contractor must have factory-authorized, factory-trained and certified DDC (Digital Direction Control) Competent Mechanics with a minimum of five (5) years experience and provide the following documentation relating thereto:
- a. A copy of the Contractor's factory authorization to provide DDC repair service and warranty service for Daikin system hardware and software currently serving the Agency's facilities and equipment.
 - b. A list of DDC control Competent Mechanic name(s) including dates of factory DDC training certificates. Following award of Contract, DDC control Competent Mechanics may only be added upon written approval by the Agency. No work relating to DDC controls may be performed other than by DDC control Competent Mechanic included on the list.
 - c. Documentation of the Contractor having prior experience with jobs of a similar size and scope servicing the type of DDC control system(s) serving Agency's facilities. Documentation includes, but is not limited to, references, contracts, resumes, etc, with a minimum of five (5) years experience.
- 3.3 The Contractor must also have and provide copies of WV State certifications for the following employees:

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- a. Electricians: Documentation provided for electricians must include names of electricians and copies of their WV State electrical licenses.
 - b. Plumbers/Pipe-fitters: Documentation provided for electricians must include names of electricians and copies of their WV State plumbing licenses.
- 3.4 Contractor must have a minimum of five (5) years successful experience in fully maintaining commercial HVAC systems similar in size and type to the installations covered under these specifications. All bidders should submit with their bid evidence of the reliability, ability, and experience by furnishing the following minimum requirement:
- A. A list of personnel who will perform under the contract, showing the length and type of experience of such personnel.
 - 1. The Lottery requires and will perform a criminal background check for each employee, as well as the employees of all subcontractors, who will be required to enter the State of West Virginia office buildings as part of this project.
 - 2. The Lottery will not allow any Contractor or subcontractor access to the building until the background checks are completed.
- 3.5 It is requested that all information should be submitted with Contractor's bid. The agency reserves the right to request additional information. Contractors must submit any additional information requested within 48 hours of the request. Contractors failing to respond within this time frame may be disqualified.
- 3.6 Upon selection of a Contractor, the terms set forth in this RFQ, including Attachment 'A' and any issued addenda, are to constitute a definitive agreement. Submission of a bid shall constitute agreement to contract on these terms.
- A. Representations
Contractor will represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Contractor will supply at all times an adequate number of well-qualified personnel to perform the work. Contractor will provide a contact person available and authorized to remedy any non-conformity with this representation.

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4. MANDATORY REQUIREMENTS:

Mandatory Contract Services Requirements and Deliverables:

Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1 The Contractor shall provide for a comprehensive preventative maintenance service, repairs and on-call service for its chillers, air conditioning, and/or HVAC systems to include but is not limited to materials, labor, and equipment. The Agency anticipates upgrades to existing equipment and will issue a change order to delete old equipment and add the new equipment which may be purchased subsequent to the issuance of this contract from a separate RFP or RFQ. Please note that the new equipments once installed shall be included for the comprehensive preventative maintenance, repairs and on-call services throughout the life of the contract not covered by the new equipment's warranty period.
- 4.2 The Lottery is seeking a one-year agreement, with an additional 2-year renewal option which will commence on June 22, 2014.
- 4.3 Contact with Lottery personnel in connection with this RFQ may not be made other than as specified in this RFQ. Unauthorized contact of any Lottery personnel may be cause for rejection of a bid.
- 4.4 There are no drawings available showing the location of VAV or other mechanical equipment.
- 4.5 Location, equipment description, maintenance specifications, exclusions, and general coverage conditions are detailed in **Attachment A.**
- 4.6 **The resulting contract shall not cover the addition of new HVAC equipment to existing HVAC systems which changes or increases size, type or extent of the system.**
 - 4.6.1 **Regular Maintenance Services:** The Agency has established a maintenance schedule in Attachment A for Preventative Maintenance. This schedule shall be binding. Any exception from

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the established maintenance schedule shall be authorized by the Agency in writing to the Contractor. Failure to obtain written authorization may result in the non-payment for work performed.

- 4.6.2 The Contractor shall also provide Corrective Maintenance services on an on-call basis. On-site response time for Corrective Maintenance service calls performed on a regular (non-emergency) basis shall be guaranteed within 24 hours of notification. The deadline to respond on-site may only be waived or extended by written approval of the Agency.
- 4.7 **Emergency service:** During the life of this Contract, the Agency may have need of Corrective Maintenance and testing services on an emergency basis. Emergency maintenance calls shall be placed to the Contractor by an authorized Agency Representative and on-site response shall be guaranteed within 4 hours of the receipt of the emergency service call.
- 4.8 If the Contractor is unable to respond on-site within the given time allowed for any Corrective Maintenance call (regular or emergency), the Contractor must contact the Agency, in writing prior to the expiration of the given time allowed. The deadline to respond on-site may only be waived or extended by written approval of the Agency. Written requests and approval may be in the form of fax or email. Additionally, **liquidated damages** will be imposed against the Contractor in the amount of \$100.00 per hour for failing to meet the required on-site response time in an emergency situation unless written approval is obtained.
- 4.9 **Labor Warranty:** The Contractor will furnish a warranty of 12 months for all labor performed under this Contract.

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- 4.10 **Parts:** The Contractor shall provide and install all parts, components and materials to keep equipment operating in accordance with manufacturer's specifications. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Non-reusable parts, components, and materials used in the scope of performing under this Contract shall be supplied by the Contractor at no cost to the Agency. Such items may include grease, cleaning supplies, rags, etc.
- 4.11 The Contractor shall be required to receive approval from an authorized Agency Representative(s) for replacement parts, components, or materials prior to its purchase or requisition.
- 4.12 Part(s) for Preventative Maintenance must be received and installed no later than five (5) days after authorization from Agency. Parts for Corrective Maintenance performed on a regular (non-emergency) basis must be received and installed no later than five (5) days after authorization from the Agency.
- 4.13 Part(s) for emergency Corrective Maintenance must be shipped in the most expeditious manner offered by the manufacturer unless the Agency, in its sole discretion, requires otherwise. The Contractor shall provide the Agency with delivery options at the time of the initial emergency maintenance service call. Contractor may not arrange for expedited delivery of parts without prior approval of the Agency.
- 4.14 If the Contractor is unable to provide and install parts within forty-eight hours for any Corrective Maintenance call (regular or emergency), the Contractor must notify the Agency, in writing. Written requests and approval may be in the form of fax or email.
- 4.15 Failure to perform in a timely manner as outlined above may result in cancellation of the contract.
- 4.16 **Parts Warranty:** The Contractor shall provide a copy of the manufacturer's Warranty on parts with their invoice.
- 4.17 **Telephone Service:** Contractor shall maintain a continuous 24-hour emergency telephone service for receipt of maintenance service calls. This service must be maintained everyday of the week, including weekends and Holidays. Failure to do so may result in cancellation of the contract.

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- 4.18 **Facility Access:** The Agency will permit access to the facilities and will allow the Contractor to utilize shop facilities.
- 4.19 **Reports:** The Contractor will develop comprehensive reports of findings with recommendations for operational changes at the beginning of the contract and each year thereafter, which would reduce costs, extend equipment life and/or improve conditioning of the workplace environment and provide report to the designated Lottery employee.
- 4.20 The Contractor shall have the ability to interface with the existing chillers' control panel utilizing Continuum version 1.93 diagnostic software. The Contractor shall have the ability to configure set point and current limit. The Contractor shall provide, within 24 hours after requested, a Crystal View Report of each chiller's status, set point and operating log to the Agency. The Contractor shall also provide, within 24 hours after requested, a web-based report, via DDC control system, of real-time energy usage, operational cost comparisons and benchmark performance to the Agency.
- 4.21 The Contractor shall provide monthly usage reports listing each release issued for that reporting period with the number of regular hours worked, the number of overtime hours worked, the number of weekend/Holiday hours worked, the amount of Contractor manufactured parts, and the amount of non-vendor manufactured parts. A copy of this report shall be sent to the Agency Director.
- 4.22 **Costs:**
- 4.22.1 **Maintenance, Testing and Inspection Services:** The Contractor shall provide an all inclusive hourly rate for all services to be included under this Contract. This hourly rate shall include all Preventative Maintenance, Corrective Maintenance (regular and emergency) and Testing. No overtime, weekend/Holiday, or additional emergency charges will be permitted. The Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.
- 4.22.2 **Parts:** The Contractor shall provide parts to the agency at the lowest possible cost. The Contractor shall price parts to the state based on his cost (list minus any discounts) multiplied by

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any mark up required. The contractor may be required to provide any and all price lists for audit purposes.

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

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 bid cost as shown on the Pricing Pages.

- 5.2 Pricing Page:** Vendor should complete the Pricing Page by INSERTING THEIR HOURLY RATE AND MARKUP PERCENTAGE. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. 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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- 7. PAYMENT:** Agency shall pay an hourly rate for labor and a percentage markup for parts subject to prior approval, 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 privileges to gain entrance to Agency's facilities. In the event that access is required:
- 9.1.** Vendor must identify principal service personnel requiring access to perform service.
 - 9.2.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.3.** Vendor shall inform all staff of Agency's security protocol and procedures.

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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: _____

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PRICING PAGE

ALL-INCLUSIVE HOURLY RATE \$ _____ X 500 HOURS = A	\$	A
COST FOR PARTS ESTIMATED AT \$5,000 X _____ % = B		
MARK UP (Example: \$5,000 x 5% M/U = \$5,250)	\$	B
TOTAL BID COST (A + B = C)	\$	C

** Award will be made to the Vendor with the lowest total bid cost meeting specifications.

CONTACT INFORMATION	
COMPANY NAME	
ADDRESS	
CONTRACTOR CONTACT NAME	
CONTRACTOR PHONE NUMBER	
CONTRACTOR FAX NUMBER	
CONTRACTOR EMAIL ADDRESS	
24 HOUR PHONE NUMBER FOR SERVICE CALLS	

By my signature below I hereby attest that _____ (company name)
 possesses the expertise to warrant all repairs and maintenance for ninety (90) days from date
 of work and that its employees that perform services under the contract meet the minimum
 qualifications as outlined herein.

 Signature

 Date

 Print Name

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ATTACHMENT A

Equipment

- A. Andover Controls, Continumn Version 1.93 controls the operation of the air handlers and temperature settings within the building through 120 VAV controllers located within the 13 floors of the building. Contractor to verify which VAV boxes are fan powered and have filters. Filters will be changed according to manufacturer's suggested maintenance schedule.
- B. See chart below:

FLOOR	MANUFACTURER	MODEL
AIR HANDLERS		
FLOOR 1	McQuay	CDAH016GDAM
FLOOR 2	McQuay	CDAH016GDAM
FLOOR 3	McQuay	CDAH016GDAM
FLOOR 4	McQuay	CDAH016GDAM
FLOOR 5	McQuay	CDAH016GDAM
FLOOR 6	McQuay	CDAH016GDAM
FLOOR 7	TRANE	MCCB017UA0D0UB
FLOOR 8	TRANE	MCCA017GAV0BBC
FLOOR 9	TRANE	MCCB017UA0D0UB
FLOOR 10	McQuay	CDAH016GDAM
FLOOR 11	McQuay	CDAH016GDAM
FLOOR 12	McQuay	CDAH016GDAM
FLOOR 13	McQuay	CDAH016GDAM
ELEVATOR	TRANE	TWE060A400EL
ELEVATOR	TRANE	TWE060A400EL
ELEVATOR OUTSIDE UNIT	TRANE	2TTA0060A400EL
ELEVATOR OUTSIDE UNIT	TRANE	2TTA0060A400EL
CHILLER #2	TRANE	RTAA0904X001A3D0ABFGN 460 V 3-PHASE
CHILLER #3	TRANE	RTAA0904X001A3D0ABFGN 460 V 3-PHASE
AIR HANDLER	LIEBERT	DH245A-AAE19745
CONDENSOR	LIEBERT	DCDF308-A 460V 3-PHASE with 3 FANS

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EXECUTION

Equipment Service

- A. Chillers
 - 1. Service to be performed at least four (4) times per year:
 - 2. Task to be performed:
 - a. Leak test
 - b. Log performance temperatures
 - c. Log pressures
 - d. Check and log purge
 - e. Visually inspect unit and related pumps
 - f. Record all reading and approach calculations, including pump pressures.
 - g. Remove oil sample for analysis
 - h. Replace oil filter
 - i. Replace oil with new as required by analysis
 - j. Replace dryers as required
 - k. Re-leak test unit
 - l. Check starter and clean as required
 - m. Check and calibrate all safeties and controls
 - n. Clean air cooled condenser coils.
 - o. Lubricate bearings.
 - p. Provide written checklist, report and recommendations
- B. Packaged Air Conditioners
 - 1. Service to be performed at least four (4) times per year:
 - 2. Task to be performed:
 - a. Visually inspect unit
 - b. Clean unit inside and out.
 - c. Change Filters, provide spare set of filters.
 - d. Lubricate Bearings
 - e. Inspect and tighten fan belts. Replace frayed belts.
 - f. Refrigerant Leak test
 - g. Log performance temperatures
 - h. Log pressures
 - i. Record all reading and approach calculations
 - j. Remove oil sample for analysis
 - k. Replace oil filter
 - l. Replace oil with new as required by analysis
 - m. Replace dryers as required
 - n. Check motors and starters. Clean as required
 - o. Check and calibrate all safeties and controls.
 - p. Clean evaporator and condenser coils

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- q. Clean dampers, exercise full stroke, check and calibrate controls and close on shutdown.
 - r. Provide written checklist, report and recommendations
- C. Air Handler
 - 1. Service to be performed at least four (4) times per year:
 - 2. Task to be performed:
 - a. Visually inspect unit
 - b. Clean unit inside and out.
 - c. Change filters. Provide spare set of filters.
 - d. Lubricate Bearings.
 - e. Inspect and tighten fan belts. Replace frayed belts.
 - f. Log performance temperatures
 - g. Record all reading and approach calculations
 - h. Check motors and starters. Clean as required
 - i. Check and calibrate all safeties and controls
 - j. Clean evaporator coils
 - k. Clean dampers, exercise full stroke, check and calibrate controls and close on shutdown.
 - l. Check resistance heat elements and connections.
 - m. Provide written checklist, report and recommendations

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Chiller PM Service Plan

DESCRIPTION	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY	AS REQUIRED BY PERFORMANCE
I. COMPRESSOR					
A. Performance Evaluation (Log conditions and analyze. Submit copy to Lottery)	X				
B. Motor					
• Meg. windings (see Note)			X		
• Ampere balance (within 10%)		X			
• Terminal check (tight connection; clean)			X		
• Motor cooling (check temperatures)		X			
C. Lubrication System					
• Oil lines temperatures	X				
• Water (refrigerant) coolant temperature	X				
• Oil cooler strainer (water)				X	
• Oil cooler solenoid operation		X			
• Oil analysis			X		
• Oil appearance	X				
• Oil filter change					X
D. Vane Operation					
• Compressor loads:					
- Operate manual switch		X			
- Record motor amps		X			
• Compressor unloads					
- Operate manual switch		X			
- Record motor amps		X			
E. Internal compressor Check					X
II. CONTROLS					
A. Operating Controls					
• Check LRT settings and operation			X		
• Check vane control setting and operation			X		
• Verify motor load limit control			X		

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• Verify load balance operation			X		
• Check oil pump contactor			X		
• Check soft-start settings and function					
• Check chilled water reset settings and function OSA = 75° F/LCHW = 44°F OSA = 60°F/LCHW = 55°F			X		
• Check chiller lockout set-point = 55°F			X		
Protective controls test operation of:					
• Alarm relay		X			
• Pump interlocks		X			
• Hot and cold oil temperature switches		X			
• Surge guard relays		X			
• High and low pressure switches		X			
• High suction temperature switches		X			
• High discharge temperature switch		X			
• Low pressure override switch		X			
• Oil pump pressure differential switch		X			
• Oil pump safety timer		X			
• Oil pump time delay switch		X			
• System monitor timer		X			
• Vane closed switch		X			
III. CONDENSER					
A. Performance Evaluation (Log conditions and analyze. Submit copy to Lottery)	X				
B. Water quality (test)		X			
C. Evaporator tubes (clean as required)			X		
D. Eddy Current Test—tube wall thickness (as required)					X
E. Condensate drains clear from pan to outlet		X			
F. Seasonal Protection			X		
V. EXPANSION VALVES					
A. Performance Evaluation (superheat control)		X			
VI. COMPRESSOR—CHILLER UNIT					
A. Performance Evaluation (Log conditions and analyze. Submit copy to Lottery)	X				
B. Leak Test					
• Compressor fittings and terminal		X			
• Piping fittings		X			
• Oil pump joints and fittings		X			

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• Vessel relief valves		X			
C. Vibration isolation test					X
D. General Appearance					
• Paint				X	
• Insulation				X	
VII. STARTER(S)					
A. Contactors (Examine hardware and operation)		X			
B. Overload setting and trip (verify)		X			
C. Electrical Connections (test)		X			
D. Pump down Control (verify operation)		X			
VII. OPTIONAL CONTROLS					
A. Hot gas bypass controls (verify operation)		X			
B. Liquid injection controls (verify operation)		X			
C. Pump down control (verify operation)		X			
D. Chill Water Pumps			X		
E. Trane Tracer Summit Building Control System			X		

KEY

X – PERFORMED BY CONTRACTOR

NOTE: Some centrifugal chillers use power factor capacitors, and some use surge capacitors. The capacitor may be installed out of sight in the compressor motor terminal box. In all cases, capacitors must be disconnected from the circuit to obtain a useful megger reading. Failure to do so will produce a low reading. When handling electrical components is required, only fully qualified electrical technicians should attempt service.

Water is available in supply closets located on each floor. A hose will be required to extend it to the location of the cleaning task for each condenser and/or other components of the heating and cooling systems.

STARTUP AND SHUTDOWN PROCEDURES

The cooling season startup and shutdown tasks will be performed by a journey-level technician with the assistance of a helper-level technician.

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- A. Cooling season startup preparation and inspection for reliability, safety and efficiency
1. Pressurizing the unit and conducting a leak check
 2. Checking refrigerant and oil levels
 3. Checking oil sump and purge oil heaters and temperatures
 4. Checking and testing all operating and safety controls
 5. Checking the starter operation
 6. Starting the chilled water pump
 7. Starting the condenser water pump
 8. Starting the chiller and calibrating controls
 9. Checking purge unit operation
 10. Logging operating conditions after system and unit stabilize
 11. Reviewing operating procedures and the Lottery's log with operator
 12. Checking auxiliary equipment operation
- B. Annual equipment shutdown inspection and PM

The following tasks will be performed once each year during a shutdown period to properly evaluate equipment status and to prepare units for next cooling season:

1. Inspecting the compressor motor assembly and performing the following tasks:
 - Recording voltages
 - Megging and recording motor winding resistance
 - Lubricating open motor
 - Checking the alignment on open motor drive units

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- Checking safety shutdown operation
 - Checking all terminals and tightening connections
 - Checking display data accuracy and set points
5. Inspecting the purge unit and performing the following tasks:
- Inspecting the operation of the unit
 - Changing oil
 - Changing filter dryer
 - Cleaning orifice in the liquid feed-line to coil
 - Cleaning the foul gas strainer
 - Cleaning solenoid valves
 - Cleaning purge drum, checking and cleaning float valve; replacing gaskets
 - Checking heater operation
 - Checking all other components for proper condition and operation; recording pressure control set-point
6. Inspecting the condenser and performing the following tasks:
- Checking the water flow
 - Checking the flow switch operation
 - Removing condenser head and inspecting end sheets
 - Mechanically brush-cleaning condenser water tube
7. Inspecting the cooler and performing the following tasks:
- Checking the water flow
 - Checking flow switch operation
 - Checking refrigerant level

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8. Inspecting the system and performing the following tasks:

- Conducting a leak check and identifying leak sources
- Adding refrigerant as required (10% maximum included)
- Recording condition of sight glasses
- Checking the refrigerant cycle to verify the proper operating balance
- Checking condenser water and chilled water heat transfer

9. General items to be included:

- Repairing insulation removed for inspection and maintenance procedures
- Cleaning equipment and surrounding area upon completion of work
- Consulting with the operator
- Reporting deficiencies and repairs required

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**CONTRACTOR'S HAZARDOUS MATERIALS/REFRIGERANT POLICY
AGREEMENT**

The Contractor agrees to use/provide only environmentally safe products while doing business with the Lottery, its assigns and employees in fulfillment of this contract; to describe in detail any products it shall use or provide, including necessary specifications indicating that the products meet with all requirements of law; to dispose of any material considered to be "hazardous" under any federal, state, or local statute, regulation, rule or ordinance in a lawful and environmentally safe manner; and to indemnify and hold harmless the Lottery from any loss, damages, or liabilities incurred as a result of use by or on behalf of the Lottery of such products.

The Contractor shall provide to the Lottery and post in a conspicuous location all applicable *Material Safety Data Sheets*.

Refrigerant Policy Agreement:

Contractor acknowledges that all of Contractor's service technicians have received training on venting, recovery, recycling, and replacement of chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and other refrigerants used in air conditioning and refrigerant systems, units, and small appliances, and have taken and passed an EPA-approved test appropriate for the equipment that they service and/or dispose of.

Contractor further acknowledges that all service technicians will follow procedures for servicing, repairing, and disposing of any and all refrigerant-containing devices, units, and systems as outlined by lottery policy and federal, state, and local laws and regulations now in effect of hereafter enacted which pertain to the Federal Clean Air Act of 1990.

Contractor acknowledges the significant harm to the earth's atmosphere caused by venting refrigerants into the air. Contractor agrees not to willfully vent refrigerants into the air under any circumstances.

Contractor understands that their organization will be held responsible and liable if Contractor and any of Contractor's service technicians willfully violate the Federal Clean Air Act of 1990 regarding venting of refrigerants and that Contractor is liable for any and all fines associated with violations

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(currently up to \$25,000 per occurrence). Any unintentional venting will be documented in accordance with Lottery policy.

Contractor understands that if Contractor willfully violates the Clean Air Act of 1990 Contractor will fully protect, indemnify, hold harmless and defend the Lottery from and against any and all liability regarding the handling, venting, and/or disposal of any and all refrigerants.

Contractor agrees to provide a copy of the Federal Certification numbers for all service technicians assigned to work under this contract. Should any certifications be revoked, Contractor will notify the Lottery immediately.

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AIR CONDITIONING UNIT QUARTERLY SERVICE CHECKLIST

Date/Time: _____ Service & Person: _____

Unit Make, Model _____ Refrigerant _____

- ☐ Set mixed air for full heating. Measure & record temp after 5 minutes at coil inlet and discharge.
- ☐ Set mixed air for full cooling; measure & record temp after 5 minutes at coil inlet and discharge.
- ☐ Check Refrigerant suction and discharge pressures. Add refrigerant at needed.
- ☐ Check fan motor voltage and amps.
- ☐ Check belt tension & condition. Check sheave condition & alignment
- ☐ Check bearing temperature and condition. Lubricate as needed.
- ☐ Clean condensing and evaporator coils. Check coil surfaces, straighten fins.
- ☐ Replace filters.
- ☐ Check and Exercise dampers full stroke. Confirm dampers close on unit shutdown.
- ☐ Clean cabinet, check for leaks. Repair casing, replace gaskets as needed.

Data

Heating Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Cooling Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Refrigerant Pressure Suction _____ kPa Liquid _____ kPa

Fan - Volts/Amps: / / / /- / / / Compressor - Volts/Amps: / / / /- / / /

Magnahelic: ΔP : _____ kPa Belt Service: _____

Max Bearing Temp: _____ degC Filters Size: _____

Refrigerant Added _____ Kg Cabinet Service: _____

Notes

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AIR COOLED CHILLER QUARTERLY SERVICE

CHECKLIST

Date/Time: _____ Service Company and Person: _____

Unit Make, Model _____ Refrigerant: _____

- ☐ Visually inspect Chiller. Note paint condition, corrosion, damage, or other changes since previous service.
- ☐ Clean evaporator and condenser tubes
- ☐ Functionally test and calibrate safety and operating controls per manufacturer's instructions
- ☐ Start unit. Check control and calibrate.
- ☐ Check alignment on Compressor motor and assembly. Identify any unusual vibration. Check seals. Lubricate where necessary.
- ☐ Check all setpoints for proper setting and function. Make sure there are no unusual sounds and the water temperature output is steady at 6 degC (44 degF).
- ☐ Sequence Chillers, observe refrigerant functions, note any non-standard performance.
- ☐ Check external interlocks, flow switch, and pumps.
- ☐ Check operation of control circuit.
- ☐ Check water/air flow of evaporator and condenser.
- ☐ Check super heat.
- ☐ Check operation of all motors, starters and condensing fans. Measure amperage and voltage.
- ☐ Meg test compressor motor, record casing and bearing temperature.
- ☐ Check Bearing temperatures. Record.

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- Visually inspect oil and filter, change if necessary. Check oil for metal and acid. Check oil level, oil pump, seals, strainers, valves. Report any leaks or non-standard conditions.
- Check power and control electrical connections and terminals for full contact and tightness
- Check and record refrigerant suction and liquid pressure. Add refrigerant if low. Record amounts, address leakage problems.
- Provide laboratory analysis of water condition. Add Water Treatment based on chemical analysis.
- Record pump inlet and discharge pressures. Record water pressure across evaporator.

Data

Cooling Temperature setpoint: _____ degC Chiller Outlet Temp: _____ degC Inlet Temp: _____ degC
 Pump ΔP: _____ kPa Evaporator ΔP: _____ kPa

	Compressor								Condensing Fan							
Max. Bearing Temp - degC:																
Max. Motor Temp - degC																
Motor (1) Amps/Voltage:	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Motor (2) Amps/Voltage:	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Water Treatment added: _____ (Attach Lab Report)

Refrigerant Superheat _____ degC Added: _____ kg Oil added: _____ liters

Notes

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FAN-COIL QUARTERLY SERVICE CHECKLIST

Date/Time: _____ Service Company and Person: _____

Unit Make, Model _____

- ☐ Set mixed air for full heating. Measure & record temp after 5 minutes at coil inlet and discharge.
- ☐ Set mixed air for full cooling; measure & record temp after 5 minutes at coil inlet and discharge.
- ☐ Check fan motor voltage and amps.
- ☐ Check belt tension & condition. Check sheave condition & alignment
- ☐ Check bearing temperature and condition. Lubricate as needed.
- ☐ Clean evaporator coils. Check coil surfaces, straighten fins.
- ☐ Replace filters.
- ☐ Check and Exercise dampers full stroke. Confirm dampers close on unit shutdown.
- ☐ Clean cabinet, check for leaks. Repair casing, replace gaskets as needed.

Data

Heating Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Cooling Temperatures: Coil Inlet: _____ degC Coil Outlet: _____ degC

Fan - Volts/Amps: / / / /- / / / /

Magnahelic: ΔP: _____ kPa

Belt Service: _____

Max Bearing Temp: _____ degC

Filters Size: _____

Cabinet Service: _____

Data

Cooling Temperature setpoint: _____ degC Heating Temperature setpoint: _____ degC

Damper Operation: _____

Notes



**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.

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)

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 _____

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____

Signed: _____

Date: _____

Title: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT518

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.