



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

Solicitation

NUMBER
PSC1020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

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PUBLIC SERVICE COMMISSION
 OF WEST VIRGINIA
 1116 QUARRIER ST
 CHARLESTON, WV
 25301 340-0323

DATE PRINTED
03/25/2014

BID OPENING DATE: 04/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 04/09/2014 AT 10:00 AM ON SITE, WV PUBLIC SERVICE COMMISSION, 201 BROOKS STREET, CHARLESTON, WV 25301. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, PUBLIC SERVICE COMMISSION, IS SOLICITING BIDS TO PROVIDE HVAC MAINTENANCE SERVICES FOR THESE LOCATIONS, 201 BROOKS STREET AND 1116 QUARRIER STREET BOTH IN CHARLESTON, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. ADDITIONAL TERMS AND CONDITIONS. (CONSTRUCTION CONTRACTS ONLY). 4. PSC1020 SPECIFICATIONS. 5. CERTIFICATION AND SIGNATURE PAGE. 6. PURCHASING AFFIDAVIT. 7. DRUG-FREE WORKPLACE AFFIDAVIT. 8. BID BOND INSTRUCTIONS AND FORM. 9. WV-75 CONSTRUCTION BID SUBMISSION REVIEW FORM. <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT</p>						

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



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 Department of Administration
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DATE PRINTED
03/25/2014

BID OPENING DATE: 04/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
0001	1	LS		910-36		
				HVAC MAINTENANCE SERVICES		
***** THIS IS THE END OF RFQ PSC1020 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

Public Service Commission
201 Brooks St.
Charleston, WV 25301

Wednesday April 09, 2014 at 10:00 am

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: April 10, 2014 at 5:00pm



Submit Questions to: Dean Wingerd

2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-4115

Email: Dean.C.Wingerd@wv.gov



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

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

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

SEALED BID

BUYER: _____

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: April 16, 2014 at 1:30pm

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 fullyexecuted 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 100% of the contract value . 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 Contractors 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
for

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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

Contractor's Name: _____

Contractor's License No. _____

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

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

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

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

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

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

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

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

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

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Public Service Commission of West Virginia to establish a contract for Heating Ventilation Air Conditioning (HVAC) maintenance services.

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 HVAC Maintenance Services:

The Contractor shall provide:

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

Preventative Maintenance, Predictive Maintenance, and Corrective Maintenance, Inspections, and Emergency Service to maintain total coverage of the Heating, Ventilation and Air Conditioning System (HVAC), including all equipment.

Public Service Commission building (Transportation Building) located across the parking lot at 1116 Quarrier Street, Charleston, West Virginia:

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

The details contained in these specifications are not designed to exclude any Manufacturer from bidding, but are offered as a means of describing the needs of the Public Service Commission, where brand names may be used, the words or equal to are assumed to follow. All specifications are minimum requirements.

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

2.2 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 PSC1020.

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

- 3.1. The Contractor shall perform the Preventative Maintenance, Predictive Maintenance, Corrective Maintenance, Inspections, as herein specified by trained, skilled, professional employees who are directly employed and/or under the direct supervision of the Contractor. The Contractor will employ Certified Technicians who are trained and knowledgeable on the Johnson Controls Metasys System or comparable newly installed system for annual major and minor software upgrades and replacement of controllers as well as all other aspects of the system. The Contractor must provide proof that they have trained and factory authorized technicians to work on the Metasys Extended Architecture or equal system and be able to provide any software updates for the field devices. Proof should be submitted with the bid that the Contractor can run the Metasys or equal software package that runs the building, perform database saves and provide updates and appropriate modifications or bid should include the components/measures that will be taken to provide a comparable system at the Contractor's expense.

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

3.2 Competency and Experience of Service Company:

- I. Bids will only be considered from service contractors who can affirmatively demonstrate and give evidence showing that they are and have been for a minimum period of 10 years, an established service contractor providing mechanical maintenance service on HVAC equipment.
2. An organizational chart of the Contractor to be submitted showing location of offices and employees that will be associated with the administration and performance of this Contract shall be provided to Agency upon award of Contract.
3. The Contractor must have factory authorized, factory trained and certified competent mechanic(s) for a York Liquid Chiller or equal brand - a copy of the Contractor's factory authorization must be provided upon request.
4. Computerized HVAC Management System — The Contractor must have authorized and certified mechanics to provide the following and provide certification with bid. If bidding an "or equal" the Contractor must provide certification of the brand being bid.
5. The Contractor must certify professionally trained ability to operate the current HVAC computer monitoring software

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(Johnson Controls Metasys Energy Management System) or install a comparable and compatible computerized HVAC management system including on-site and off-site monitoring and modification of total HVAC system with telephonic notification of system alarms. The computer software must be Windows XP compatible. The Contractor must be able to provide all software updates to the Johnson Controls Network automation Engineer (NAE) controller or provide system updates to the vendor's newly installed system.

3.3 Licenses and Permits:

Successful bidder is responsible for obtaining all necessary licenses and permits.

1. All required licenses and professional or business registrations for operating in the State of WV.
2. OSHA Regulations: All federal Occupational Safety & Health Administration Regulations must be followed by all contractor personnel while performing work for the Public Service Commission.
3. Work cannot be subcontracted without prior notification to the agency/building manager

3.4 Additional Requirements

1. The Contractor further agrees to comply with all other applicable federal, state and local government regulations.
2. All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities.
3. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state or municipal, along with all regulations and ordinances of any regulating body.
4. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

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5. The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) any claims or losses resulting to any person or entity injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by federal or state statutes or regulations; and (3) any failure of the contractor, its officers, employees or subcontractors to observe state and federal laws, including but not limited to labor and wage laws.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Preventative Maintenance:

The Contractor shall:

- A. Insure the accuracy of all system gauges.
- B. Insure that operating instructions are posted and maintained in all locations.
- C. Furnish West Virginia Public Service Commission a listing of the routines/inspections performed and/or corrective action taken. This must be furnished in a typed report on a monthly basis.
- D. Furnish the West Virginia Public Service Commission a copy of the complete maintenance program indicating as a minimum location/equipment/items to be inspected/service to be performed/and service interval. This must be furnished within 30 working days of contract award.
- E. Insure that all-heating systems are serviced and ready for winter operation not later than October 1.
- F. Insure that all A/C systems are serviced and ready for summer operation not later than April 1.
- G. Optimize system efficiency by:
 1. Insuring maximum outside air is utilized (below 60 degrees) to accomplish cooling.
 2. Insuring minimum percentage of outside air is utilized during heating mode.
 3. Reduce system-operating costs during periods of low occupancy by reducing temperatures and otherwise limiting energy consumption.

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- H. Prepare equipment for inspection as required. (Insurance Inspector, Fire Marshall, etc.).
- I. During the course of this contract, periodic inspections shall be made by the agency to determine quality of work, how the contractor is maintaining equipment, and if timely repairs and/or maintenance are being performed. Also, a review will be made to determine if quality and quantity of work is adequate and that proper staffing is maintained. In addition to the above, a semi-annual inspection will be scheduled by the West Virginia Public Service Commission's Executive Director and the contractor.
- J. Perform regularly monthly scheduled system checks and service, In addition to this, the contractor shall perform two (2) Comprehensive Checks per year.
- K. Perform total environmental control system maintenance including, but not limited to:
 - 1. The total HVAC systems.
 - 2. A minimum of four (4) filter changes yearly for all HVAC equipment having filters. A record of each filter change by unit must be kept with copies being given to the Executive Director. In addition, the pre-filters will be replaced on a monthly basis.
 - 3. Records of all functions shall be kept with copies being given to the Executive Director.
 - 4. All maintenance operations shall be performed as recommended by the Manufacturer or the Executive Director.

4.1.2 Comprehensive Inspection Visit:

A minimum of one (1) per piece of equipment as stated in this contract. Each Comprehensive Inspection Visit is to consist of scheduled recurring preventative maintenance actions which are to be performed on a yearly interval determined by equipment operating hours that may be recommended by each equipment manufacturer. These Comprehensive Inspection Visit tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.

4.1.3 Predictive Maintenance:

Analysis of Fluids/Tubes

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

4.1.4 Vibration Analysis:

Vibration analyst shall be employed by the successful contractor of this bid as a mechanic certified by Vibration Institute and experienced in working and

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repairing rotating machinery and trained in the predictive service and vibration analysis. The Vibration Analyst shall demonstrate competence in accurately diagnosing HVAC equipment problems such as, but not limited to, unbalance, misalignment, bearing problems, bent shafts, looseness, resonance, and sheave and belt problems.

The Vibration Analyst shall demonstrate competence in accurately diagnosing HVAC equipment problems such as, but not limited to, unbalance, misalignment, bearing problems, bent shafts, looseness, resonance, and sheave and belt problems.

Monitoring CMVA10 and CMVA55 Machinery and Bearing Analyzer Microlog. The FFT spectrum shall have a minimum resolution of 75 CPM per bin. The data window function shall be Hanning. The measurement type shall be peak. The spectra for the points shall have a FFT spectrum of 0-60 KCPM at 800-line resolution. Additional spectra or points will be collected depending on the initial machine condition. The accelerometer shall have a nominal sensitivity of 100mv/g (+/- 5%) at 100 Hz. The sensor frequency range shall be between 3 Hz and 9 kHz (+/-3 dB). The amplitude range shall be +/- 80g peak. The accelerometer mounting resonance shall be greater than 25 kHz. The sensor temperature range shall be between - 65 Deg. F to 250 Deg. F. The Vibration Data Collection Instrumentation shall be a Condition Monitoring CMVAIO and CMVA55 Machinery and Bearing Analyzer Microlog. The FFT spectrum shall have a minimum resolution of 75 CPM per bin. The data window function shall be Hanning. The measurement type shall be peak. The spectra for the points shall have a FFT spectrum of 0-60 KCPM at 800-line resolution, Additional spectra or points will be collected depending on the initial machine condition. The accelerometer shall have a nominal sensitivity of 100mv/g (+/- 5%) at 100 Hz. The sensor frequency range shall be between 3 Hz and 9 kHz (+/-3 dB). The amplitude range shall be +/- 80g peak. The accelerometer mounting resonance shall be greater than 25 kHz. The sensor temperature range shall be between - 65 Deg. F to 250 Deg. F.

The predictive acceptance test must be performed at least once a year. All data shall be permanently stored in a database for reference. All recommendations and findings will be given to the customer in the form of a report along with the other equipment.

4.1.5 Operational Inspections:

As per the following schedule for each piece of equipment, each operating inspection is to consist of the task-actions sheets to be submitted herewith for each equipment type and to be performed at the intervals listed herein.

4.1.6 Corrective Maintenance:

The Contractor shall perform on an as needed basis minor disassembly and removal of available inspection covers for minor repairs, measurements, and

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adjustments including replacement of routine expendable parts, controls, switches and indicator lamps, replacement of moving parts, motor starters, motor rotors, and maintainable components that may have failed unexpectedly (except for those failures beyond Service Contractors control as stated in General Provisions, including dip and bake motor windings where applicable).

4.1.7 Tube Repairs-Refrigerant Side:

The Contractor shall also, on an as needed basis, correct or replace internal tubes, tube sheets, support sheets, distribution systems, liquid eliminators, drain/purge baffles, and components that contain or distribute refrigerant within the equipment. This service covers tube failures that may result from the refrigerant side of the equipment heat exchanger.

4.1.8 Controls, repair or Replacement:

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

4.1.9 Service Warranty:

The Contractor shall guarantee that all service provided under this Contract shall be performed in a timely and professional manner. Any claim for defective workmanship must be provided to the Contractor by written notice prior to the termination date of this Contract upon which Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the agency. The Contractor also warrants against defects in materials, and workmanship. This warranty is in lieu of all Other Warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose.

4.1.10 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.

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts. The service contractor has the option of stocking locally or having access to immediate delivery parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the Contractor is

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expected to have emergency parts available to the Agency within forty-eight (48) hours to minimize equipment down time. If the contractor is unable to provide and install parts within the given time (regular or emergency), the contractor must so notify the building manager prior to the expiration of the given time allowed by phone. The deadline to install parts may only be waived or extended by the approval of the building manager. After the 48 hour deadline and if the problem worsens, the agency has the right to impose a fee of \$100.00 per day over the 48 hour deadline until the part is received.

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

4.1.11 Parts Warranty:

Part(s), components(s) or services furnished by others to the Contractor carry the same guarantee to the agency as the Contractor receives. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer. All of the parts and materials shall be new and equal to and/or better than the existing parts and the warranty must be a minimum of one year not excluding the manufacturer's warranty.

See Attachment A for Equipment listing

See Attachment B for Comprehensive Visit Requirements

4.1.12 Additional Requirements

4.1.13 Safety Regulations:

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

4.1.14 Technical Service Engineering Backup:

The Contractor shall have in its direct employ personnel who will be available or analysis, diagnostics, and predictive analysis of complex or unusual, mechanical maintenance problems associated with the successful Contractors administration of services.

4.1.15 Storage Space:

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

4.1.16 Combustible Material:

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

4.1.17 Waste Oil:

Disposal of all waste oil will be the responsibility of the Contractor. Waste oil will constitute any oil removed from any piece of equipment that is a part of this contract. Since the Agency is the generator of the oil, and since the Agency is concerned with protecting our environment, all oil removed from serviced equipment will be classified as waste oil and is to be disposed of within the guidelines of EPA regulations. This includes all reports and manifests associated with tracking the waste oil to its final deposition.

4.1.18 Special reports:

The Contractor shall maintain a record of all maintenance and repairs relating to the equipment included in this contract. Written reports are to be turned in to a designated person by the Agency upon completion of each inspection. If a problem is found that may be the cause for shutdown, then this problem must be directly brought to the attention of the building manager by telephone so that a plan of action can be formulated for the timeliest repair to the equipment.

4.1.19 Response Time:

A. Regular Corrective Maintenance:

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

B. Emergency Corrective Maintenance:

Twenty-four (24) hours, seven days week emergency/corrective service including overtime, parts, and material to be provided at no additional cost above stated contract price. Contractor must be available to customer at any time and respond within four (4) hours after notification of system problems.

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

C. Premium Coverage Extended Service

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

4.1.20 Agency Training:

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Upon request, the Contractor will provide free of charge formal/informal training to the Agency in the operation and diagnostic procedures necessary to keep the equipment operating in the most beneficial manner. This will be done during routine checks. Any training beyond this shall be defined and agreed upon by both parties and added by an approved change order.

4.1.21 Equipment Information/Improvements:

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

4.1.22 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.

4.1.23 Exclusions:

Unless otherwise stated herein, this Contract shall not include items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, refrigerant, glycol, fixtures, structural supports, grillage, water piping, drain piping, and disconnect switches and circuit breakers. Not included in the Contract are repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, building system design, damage due to Lightning, Acts of God, or Enemy, or any other cause beyond the Contractor's control. Not included is the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that the Contractor encounters any asbestos product or any hazardous material in the course of performing its work, the Contractor shall discontinue its work and immediately notify the agency. If warranted, the Contractor has the right to remove its employees from the project, or that portion of the project wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated or removed, and/or it is determined that no hazard exists. The Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction of same.

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4.1.24 Proprietary Rights:

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

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by providing a flat monthly rate for services to be provided at both PSC buildings. The pricing page should also include a total for all costs. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should 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.

Release Orders

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

The Agency shall define the scope of each job to be performed under this Contract. Prior to beginning any work, the Contractor shall be required to provide a cost estimate detailing the intended scope of work, itemized by time and materials to the Agency. If approved, the Agency will issue a written Release Order (WV-39) to the vendor. This Release Order shall have a unique number and reference the master contract number for the master contract. The Release Order shall indicate the scope of work for the job for which the release is issued. Issuance of

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the Release Order to the Contractor shall be considered notice to proceed. No work other than that specified on the individual Release Order shall be undertaken by the Contractor.

7. **PAYMENT:** Agency shall pay one invoice per month (12 per contract period), after review and approval, for monthly amount 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.

Invoices

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

Invoices shall be mailed to the following address:

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

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

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Agency Termination:

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

Agency Responsibilities:

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

- *Permit access to Agency's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- *Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- *Promptly notify the Contractor of any unusual operating conditions.
- *Upon agreement of a timely mutual schedule, the agency shall allow the Contractor to stop and start equipment necessary to perform service.
- *Provide adequate water treatment (if not included herein) to protect the tubes, tube sheets, water boxes and equipment water side from scale and fouling.
- *Where the agency's remote monitoring service is provided, the agency is to provide and maintain a telephone line with long distance direct dial and answer capability for the benefit of the Contractor.

Limitation of Liability:

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

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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: _____

ATTACHMENT A Current Equipment List

Main HVAC system

2 Bryan Boilers Model # CL-120W-FOG 960,000 BTU, Serial # 57882-57833

1 Bryan Boiler Model # D-350-W-FDG 280,000 BTU, Serial # 57887

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- 1 York Liquid Chiller Model RTAA2004XL01A1DOBG 200 Tons
- 1 Mammoth Air Handler Model # BEF-750W-1052SZ 20 HP
- 1 Mammoth Air Handler Model # BEF-500W-709SZ 15 HP
- 1 Mammoth Return Air Fan Model # BK750-SZ 10 HP
- 1 Mammoth Return Air Fan Model # BK500-SZ 7.5 HP
- 1 Tempmaster Air Handler Model # AT4000 5 HP Serial # 2588
- 1 Eaton Speed Drive Model # 740080-335 20 HP
- 1 Eaton Speed Drive Model # 740060-626 10 HP
- 1 Eaton Speed Drive Model # 740070-518 15 HP
- 1 Eaton Speed Drive Model # 740050-878 7.5 HP 13
- Johnson Controls VAV Controllers (approximately 150)
- 1 Johnson Controls NAE Controller
- 3 Johnson Controls AHU Controllers
- 1 All components related to the Johnson Controls' Metasys System whether listed or not
- 2 U.S. Electric Circulating Pumps Model # A080-00-673 J067R061 15 HP
- 2 Marathon Circulating Pumps Model # NUK-213TTDR7341 BNL 7.5 HP
- 2 Marathon Circulating Pumps Model # NC56TI70 2068B-R42 1.5 HP
- 2 A.O. Smith Water Heaters Model # DEN30 Serial # AH83-10187-M32
- 15 Emerson Electric Heaters Model # AWH-4000
- 1 Quincy Air Compressor Model # FF230 6 HP Serial # 34688301
- 5 Emerson Electric Heaters Model # MUH-400A
- 6 Cabinet Heaters Model # MOD-27CC
- 1 Exhaust Fan Penn Model # A162 ¼ HP

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- 1 Exhaust Fan Penn Model # XT82 HP
- 1 Exhaust Fan Penn Model # XQ82 1/12 HP
- 1 Exhaust Fan Penn Model # XK94 1/10 HP
- 1 Exhaust Fan Acme Model # PXD14B8 1/12 HP
- 1 Exhaust Fan Acme Model # ECH24F 1/3 HP
- All VAV boxes (approximately 150)
- 1 Quincy Air Dryer
- Centrifugal fan condensing (Computer Room)
- 4 Unit heaters (parking garage area)
- 1 Liebert 3 ton split unit m/n MMD36E-P00D0

Current HVAC System - Transportation Building (units on rooftop)

Unit 1

Two Model #YSC092A3RMA1FC0BOA1000600
Serial # 421100792L
Serial # 421100962L

Unit 2

Model #YSCO92A3RMA1FCOBOA1000600
Serial # 421009626

Unit 3

Model #YSC120A3RHA1MCOBOA1000600 Serial Number
Serial # 42110716L

Filters currently being used in current HVAC system

Quantity	Filter Size
15	24 x 24 x 2 pleated filter
15	25 x 24 x 1 - 12" bag filters

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7	20 x 25 x 2 pleated filters
8	16 x 25 x 2 pleated filters

Attachment B Comprehensive Visit Requirements

2 Bryan Boilers Model # CL-120W-FOG 960,000 BTU, Serial # 57882-57833

Comprehensive visits to be performed twice per year.

Burner Control Inspection

Test for the following items (as applicable): firing rate, fuel/air ratio, CO₂, CO, etc.

Adjust burner controls as required to obtain proper combustion.

Check Safeties

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Bryan Boiler Model # D-350-W-FDG 280,000 BTU, Serial # 57887
Comprehensive visits to be performed twice per year.
Same as above.

York Liquid Chiller Model RTAA2004XL01AIDOBG 200 Tons
Comprehensive visits to be performed twice per year.

Lube System:

Meg Oil Pump motor and record readings.

Measure and record oil pump voltage and amperage.

Inspect the starter for signs of overheating, arcing, burns, etc.

Verify Operation of oil cooling system.

Tighten terminal connections on the oil pump motor.

Verify operation of the oil heater.

Change the compressor oil and filter.

Change Motor and Starter

Clean Starter Cabinet.

Inspect starter and starter components for signs of discoloration, bums, moisture, etc.

Inspect wires for discoloration and burns.

Test accuracy of motor current (amp meter).

Test tightness of terminal connections.

Check dash pot oil and add as necessary.

Meg motor at the starter terminals: record readings.

Measure operating voltage and record.

Controls and Safeties

Inspect the control panel for cleanliness, control air leaks, etc.

Inspect wiring and connections for signs of overheating, burns.

Verify operation of the vane control system

Check for free and smooth operation.

Check mechanical linkages for wear and secureness.

Report accuracy of all gauges and thermometers

Verify working condition of all indicator and alarm lights.

Verify operation of start, stop, and anti-recycle timers.

Verify operation of automatic and manual capacity control

Test all flow switch cutouts.

Verify operation of oil temperature and pressure controllers.

Test high condenser pressure safety - calibrate and record.

Test low evaporator temperature safety - calibrate and record.

Test oil low pressure safety - calibrate and record.

Test oil low temperature switch.

Test high motor temperature safety - calibrate and record.

Verify operation of automatic and manual capacity control.

Test the operation of all pump auxiliary contacts.

Purge Unit

Record elapsed run times and starts count.

Drain, clean and inspect purge drum.

Clean sight glass and report condition.

Clean and inspect purge float assembly.

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Inspect pulley grooves and belts for alignments, wear, and tension.
 Lubricate purge motor.
 Test purge safety switch and adjust if required.
 Verify operation of the purge heater.
 Change filter dryer in purge line.
 Verify operation of the purge timer.
 Test the secureness of mounting points; tighten all major points.
 Meg the purge compressor motor and record condition.
 Test and calibrate purge-operating controls.
 Clean oil separator.
 Set separator float.
 Change oil in purge compressor.
 Run purge compressor and verify operation.
 Compressor and Vessels
 Test for refrigerant leaks and report results.
 Check refrigerant charge.
 Replace filter/dryer in motor cooling line.
 Test the secureness of mounting points; tighten all major points.
 Record refrigerant level.
 Review machine operation with operator. Log machine at departure.
 Run complete interlocking circuit where possible.
 Report machine condition and repair requirements (if any)
 Complete Vibration Analysis (Once per Year). Tasking sheet and findings to be reported to agency's representative.

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

Comprehensive visits to be performed twice per year.

System Mechanical Inspection.

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

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

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

Starter/Contactor/Safety Inspect.

Inspect wiring/connections for tightness, corrosion and damage. (Replace as required, document any problems/corrections).

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Verify satisfactory operation of all safety interlocks/cutout/alarms. (Document any problems/corrections).

Supply Fan/Motor Inspect & Lubricate

Clean motor and cooling openings, lubricate motor, fan and shaft bearings. (Document any problems/corrections).

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

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

Ret/Exh Fan/Motor Inspect & Lubricate

Clean motor and cooling openings, lubricate motor, fan and shaft bearings. (Document any problems/corrections)

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

problems/corrections)

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

Control Valve Inspect

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

Control Damper/Louver Inspection

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

Clean Coil

Clean coils using high-pressure spray and detergent

Complete log sheet on motors, Elements, Etc.

Heating Coils (Hot Water)

Comprehensive visits to be performed twice per year.

Check hand valves for leakage and repair as needed.

Check piping insulation for damage and repair as needed.

Check condition of finned surfaces, clean air side, straighten fins, check for leak or rust, and check for blockage. Repair as needed.

Check airflow and correct to maintain system/manufacturers specification air flow through coil.

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

Mammoth Air Handler Model # BEF-500W-709SZ 15 Hp

Comprehensive visits to be performed twice per year.

Same as above from Mammoth Air Handler.

Mammoth Return Air Fan Model # BK750-SZ 10 HP

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Comprehensive visits to be performed once per year.

System Mechanical Inspection

Inspect structural elements and mounting points for vibration, corrosion, damage and secureness.

Inspect for leaks in duct, flange connections, etc.

Motor Inspect & Lubricate

Clean motor and cooling openings, lubricate motor, fan and shaft bearings.

Inspect belt and pulley condition, tension and alignment. Replace belt and adjust alignment as required for proper operation.

Measure voltage and amperage, record in motor log table.

Mammoth Return Air Fan Model # BK500-SZ 7.5 HP

Comprehensive visits to be performed once per year.

Same as above for Mammoth Return Air Fan

Tempmaster Air Handler Model # AT4000 5 HP Serial # 2588

Comprehensive visits to be performed twice per year. Same as above for Mammoth Air Handlers.

Eaton Speed Drive Model # 740080-335 20 HP

Comprehensive visits to be performed twice per year.

VFD Inspection.

Inspect cabinet and components for cleanliness, moisture, oil, etc.

Inspect connections for tightness and corrosion

Clean interior and exterior surfaces as required.

Verify status of all inputs/outputs.

Confirm proper operation of ramp-up/ramp-down sequences.

Check/test speed operating control loop for functionality.

Confirm appropriate safety interlock indication, and shutdown.

Confirm bypass/override functionality.

Eaton Speed Drive Model # 740060-626 10 HP

Comprehensive visits to be performed twice per year.

Same as above

1 Eaton Speed Drive Model # 740070-518 15 HP

Comprehensive visits to be performed twice per year.

Same as above

1 Eaton Speed Drive Model # 740050-878 7.5

HP Comprehensive visits to be performed twice per year.

Same as above

1 Johnson Controls Metasys System Including:

13 Johnson Controls VAV Controllers

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

Network Analysis Contractor will analyze and report on the performance of the Customers Metasys network or new system installed by vendor, four times per year. This includes analysis of the control strategies and recommendations for improved system performance.

Software Subscription - If developed within the year, Contractor will assure the customer that the subscription will be filled and implemented for system performance. Contractor will have to be able to provide all annual software major and minor upgrades to the NAE & Metasys systems and have access thru a laptop to the Johnson Controls SCT (System Configuration Tool) software or install a new comparable system (explanation of alternate system must be included with bid).

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

Coverage or comparable new system installed by vendor - During each visit, Contractor will review the System Event Log with the Customer and take appropriate corrective action.

Critical points and control loops will be verified during scheduled visits.

Contractor will make a copy of the Customers current Metasys database once time per year.

Repair services will be provided to any of the Customers listed components. Contractor will replace or repair failed or defective parts. Field Devices (Temperature Elements, Flow Meters, Humidity Sensors, Actuators, etc.)

U.S. Electric Circulating Pumps Model # A080-00-673 J067R061 15 HP

Comprehensive visits to be performed twice per year.

Visual Inspection & Cleaning

Inspect for unusual vibration, odor, etc.

Inspect structural elements for corrosion and damage.

Inspect mounting points for secureness (tighten as required).

Inspect for system leaks in piping, flange connections, etc.

Inspect shaft seal or packing.

Inspect coupler for wear and visual alignment

Verify operation of shaft seal/packing flushing line and strainer.

Measure suction pressure (record in table).

Measure discharge pressure (record in table).

Measure expansion tank level (record in table).

Lube pump bearings.

Verify indication and alarm devices operation.

Starter and Contactors

Inspect cabinet and components for cleanliness, moisture, oil, etc.

Inspect connections for tightness and corrosion (replace as required).

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Inspect wires for security and damage (replace as required).

Inspect contacts for signs for wear, arcing, overheating, etc.

Measure voltage (record in table).

Meg motors (record in table).

Measure load amperage (record in table).

Motor

Lube motor bearings

Inspect mounting points for secureness

Inspect for unusual noises, vibration, odor, etc.

Clean motor and motor cooling openings.

Clean Strainer

Isolate the strainer

Drain Strainer

Remove strainer Cap or cover

Clean basket

Reassemble and unisolate

Marathon Circulating Pumps Model # NUK-213TTDR7341 BNL 7.5 Hp

Comprehensive visits to be performed twice per year.

Same as above

Marathon Circulating Pumps Model # NC56TI70 2068B-R42 1.5 HP

Comprehensive visits to be performed twice per year.

Same as above

A.O. Smith Water Heaters Model # DEN30 Serial # AH83-10187-M32

Comprehensive visits to be performed twice per year.

Inspect and Test

Drain several gallons from tank to remove sediment.

Inspect water condition for discoloration, odor, dirty, etc.

Measure pH with hydron paper (record in table).

Inspect site glass for operation condition and cleanliness

Verify operation/setting of aquastat and record settings.

Torque heating terminals-inspect isolators.

Gas Fired Heaters.

Inspect pilot/burner assembly, clean and adjust as needed.

Verify ignition, draft and vent system operation

Inspect flue for cleanliness

Verify control reaction and operation

Test safety controls operation (List in remarks).

Emerson Electric Heaters Model # AWH-4000

Comprehensive visits to be performed once per year.

Unit Heater Fan/Housing

Verify control reaction and operation

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Lube motor, fan and shaft bearings.
 Inspect fan for freedom of rotation, cracks and alignment.
 Inspect for unusual noises, vibration, odor, etc.
 Inspect fan and motor mountings for security
 Clean motor and motor cooling openings.
 Electric Heaters
 Measure amp draw on heaters.
 Inspect contacts for signs of wear, arcing, overheating, etc.
 Shut down system and clean grilles and unit.
 Test operating and safety controls, airflow, hi limit, etc.

Quincy Air Compressor Model # FF230 6 HP Serial # 34688301
Comprehensive visits to be performed once per year.

Visual Inspection and Cleaning
 Inspect for unusual noises, vibration, odor, etc.
 Inspect structural elements for corrosion and damage.
 Inspect mounting points for secureness
 Inspect secureness of guards, doors and panels
 Inspect vibration elimination devices
 Inspect flexible connections and hoses.
 Unit controls
 Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion
 Verify master control panel operation
 Verify PE switch and Alternator operation
 Verify indication and alarm devices operation
 Check for obvious errors on installed pressure and temperature gages.
 Test device, confirm proper operation.
 Drain water from tank and traps
 Test high-pressure safety valve.
 Starter and Contactors
 Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion.
 Inspect contacts for signs of wear, arcing, overheating, etc.
 Measure voltage (record in Table).
 Measure load amperage (record in Table).
 Motors
 Clean motor and motor cooling openings
 Inspect coupler for wear and visual alignment
 Lube motor and compressor bearings
 Inspect belt tension and condition
 Inspect pulleys for wear and alignment.
 Compressors
 Verify oil supply pump operation
 Inspect compressor oil, filter/strainer (replace as required)

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Inspect suction filter (replace as required)
 Inspect compressor body for corrosion and damage
 Test device, confirm proper operation
 Inspect for unusual noises, vibration, odor, etc.
 Inspect structural elements for corrosion and damage
 Inspect mounting points for secureness
 Inspect secureness of guards, doors, and panels.
 Unit Control
 Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion,
 Verify Indication and alarm devices operation
 Check for obvious errors on installed pressure and temperature gages,
 Air Dryer(s)
 Verify overall operation and condition
 Measure refrigerant pressure and temperature-record in comments.
 Brush condenser and cover grills
 Operate drain trap and bypass valve
 Inspect fan and motor mountings for security

Emerson Electric Heaters Model # MUH-400A
Comprehensive visits to be performed once per year.
 Same as for heaters above.

Cabinet Heaters Model # MOD-27CC
Comprehensive visits to be performed once per year.
 Same as for heaters above.

Exhaust Fan Penn Model # AI62 1/4 HP
Comprehensive visits to be performed twice per year.
 Visual Inspection & Cleaning
 Inspect for unusual noises, vibration, odor, etc.
 Inspect structural elements for corrosion and damage.
 Inspect mounting points for secureness
 Inspect secureness of guards, doors and panels
 Remove debris from louvers and dampers
 Inspect flexible connections and duct work for damage and leaks.
 Starter and Contactors
 Inspect cabinet and components for cleanliness, moisture, oil, etc.
 Inspect connections for tightness and corrosion
 Inspect wires for security and damage
 Inspect contacts for signs of wear, arcing, overheating, etc.
 Measure voltage (record in table).
 Measure load amperage (record in table).
 Fan and Motor
 Lube motor, fan and shaft bearings.

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Inspect belt tension and condition
Inspect pulleys for wear and alignment
Inspect secureness of blades (propeller type fans)
Inspect fan for freedom of rotation, cracks and alignment
Inspect for unusual noises, vibration, odor, etc.
Inspect fan and motor mountings for security
Clean motor and motor cooling openings.

Exhaust Fan Penn Model # XT82 HP
Comprehensive visits to be performed twice per year.
Same as above

Exhaust Fan Penn Model # XQ82 1/12 HP
Comprehensive visits to be performed twice per year.
Same as above

Exhaust Fan Penn Model # XK94 1/10 Hp
Comprehensive visits to be performed twice per year.
Same as above

Exhaust Fan Acme Model # PXD14B8 1/12 HP
Comprehensive visits to be performed twice per year.
Same as above

Exhaust Fan Acme Model # ECH24F 1/3 HP
Comprehensive visits to be performed twice per year.
Same as above

HFB VAV Boxes Titus W/2 Stage Electric Heat
Comprehensive visits to be performed twice per year,
A. Unit Inspection
Check to make sure the Actuator will stroke.
Check to make sure the airline is free of contaminants.
Check Volume Regulator is operational by calibration based on design specifications.

B. Electric Heaters
Measure amp draw on heaters.
Inspect contacts for signs of wear, arcing, overheating, etc. Shut down
system and clean grilles and unit.
Test operating and safety controls, airflow, hi limit, etc.

HFB VAV Boxes Titus W/1 Stage Electric Heat
Comprehensive visits to be performed twice per year.
Same as above

REQUEST FOR QUOTATION
PSC1020 HVAC Maintenance

All VAV Boxes - Titus

1 Lot WATER TREATMENT SERVICE

The contractor must supply chemical treatment labor and chemicals for closed water loops on the chiller and boiler circuits.

The contractor must provide chemical analysis of each system treated to assure proper treatment methods as specified by manufacturers/system specifications. All chemicals used must be biodegradable.

A quarterly formal written report of water condition will be submitted to the Executive Director.

REQUEST FOR QUOTATION
PSC1020 HVAC Maintenance

**Bid Sheet PSC1020
HVAC Maintenance**

Monthly Rate for Main Building – 201 Brooks St:

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

Monthly Rate for Transportation Building – 1116 Quarrier St

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

Total Bid Cost (A+B) \$ _____ (C)

REQUEST FOR QUOTATION
PSC1020 HVAC Maintenance

Vendor's Contact Information

Company Name:

Address:

Contact Name:

Contact Phone Number:

Contact Fax Number:

Contact Email Address:

Please provide the following required information:

24 hours phone number for corrective maintenance service calls:

Fax/email for release order receipt:

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

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

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 exceed 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 _____



**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.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D) (E) as Principal, and (F) of (G) (H) a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J) as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal (R) (Q) (Name of Principal)
By (S) (Must be President, Vice President, or Duly Authorized Agent)
(T) Title
Surety Seal (U) (V) (Name of Surety)
(W) Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**