



**The Erma Byrd Higher Education Center
and Allied Health Wing**



REQUEST FOR QUOTATIONS (RFQ) #21144

WV HIGHER EDUCATION POLICY COMMISSION

HVAC SYSTEM MAINTENANCE AT THE

ERMA BYRD HIGHER EDUCATION CENTER AND ALLIED HEALTH WING

PURPOSE AND SCOPE:

The WV Higher Education Policy Commission, on behalf of the Erma Byrd Higher Education Center located at 300 University Drive, Beaver, WV 25813, is seeking a qualified and experienced vendor to provide a comprehensive heating-ventilation-air conditioning HVAC maintenance, repair, and replacement program for our facility. The Center's HVAC system is approximately 14 ½ years old and is sophisticated and complex in nature. As a result, we now have an aging system operated with Powell controls. System controls are manipulated by the Center Director.

The scope of this work will include the provision of a total maintenance/management program including, but not limited to the inspection, preventative maintenance, repair, replacement, programming and other tasks and services necessary to ensure the safe and continuous operation of a well-maintained HVAC system.

The intended start date for these services is May 1, 2021.

BID INFORMATION:

Bids are to be received by the Commission no later than 3:00pm EST on Wednesday March 24, 2021. Bids will be publicly opened at the date and time identified above. The bids will be opened at the address shown below.

The bid delivery address is:

Mary Blashford
Director of Procurement
1018 Kanawha Blvd., E, Suite 700
Charleston, WV 25301
ATTN: RFQ 21144

Mary Blashford is the sole point of contact for this RFQ. No other communication with Commission staff is permitted. Any unauthorized communication may be reason for vendor disqualification.

Your bid response will be considered a public document. As a public document, it will be disclosed to the public following the bid opening. Submission of any bid constitutes your explicit consent to the public disclosure of your information.

This RFQ contains mandatory provision identified by the use of “will”, “shall” or “must”. Failure to comply with a mandatory provision of the RFQ will result in bid disqualification.

SITE VISIT:

Vendors are encouraged to visit the EBC and view the current HVAC system. Thursday, March 11, 2021 has been set aside for a site visit. The site visit will begin at 10:00am. Vendor is to check in at the security desk and will be directed where the visit will begin. All COVID protocols must be followed.

DEFINITIONS: The terms listed below shall have the meanings assigned to the below. Additional definitions can be found in the General Terms and Conditions section below.

“Contract Services” means all services related to the maintenance and of the HVAC equipment at the EBC.

“Pricing Sheet” means the pages, attached hereto as Exhibit A, upon which the Vendor should list its proposed price for the Contract Services.”

“Request for Quotation (RFQ)” means the official notice of an opportunity to supply the Commission with services that is offered by the Commission.

“Vendor” means the entity submitting a bid in response to this RFQ, the entity that has been selected as the lowest responsible bidder or the entity that has been awarded the Contract.

QUALIFICATIONS:

The vendor should include information regarding the expertise and certifications of employees and the business’s history and experience. In addition, a reference for the requested services at a similar installation is preferred.

CONTRACT REQUIREMENTS AND DELIVERABLES:

The Commission is requesting bids for an HVAC Vendor that should include coverage for (but not limited to) the following specifications:

Overview:

- Scheduled Chiller Compound Cleaning and Inspection (Condenser Coil Cleaning)
- Scheduled Boiler Inspections and Service
- Scheduled Air-Handler Inspection and Service
- Scheduled Exhaust Fan, Lab Hoods, Dampers Inspection and Service
- Scheduled Annual HVAC Inspection and Maintenance
- Scheduled Operating Inspection – Cooling
- Scheduled Operating Inspection – Heating
- Scheduled HVAC Air Filter Changing Service
- Evaporator coil and cleaning
- Three annual Emergency Calls for service.

Equipment Tasking:

- Quarterly preventive maintenance and system review servicing of the chiller / air conditioning (visual inspection of equipment for condition and operation, check for noise, vibration, excessive temperatures and refrigerant leaks, filters, electrical wiring, belt tension, sheave alignment, evaporator coils, condensation drains, pumps, unit fans, structural integrity, coiling, tubes, amps, voltage, pressures, cleaning, equipment, power, piping, fuses, and calibration of controls, etc.)
- Quarterly preventive maintenance and servicing of chilled water system (replacement of pumps, alarms, piping, fans, blowers, glycol hoppers, dehumidification, etc.).
- Quarterly preventive maintenance and servicing of boilers (change filters, check unit voltage, lubricate motors, adjust burners for proper flames, check combustion and flue gas relief, discharge temperatures, heating, and cooling modes, return air temperatures, operation and safety controls, fans, piping, discharge of glycol, belt tension, etc.)
- Quarterly preventive maintenance and servicing of hot water system (replacement of pumps, alarms, piping, fans, blowers, glycol hoppers, dehumidification, etc.).
- Quarterly preventive maintenance and system review and controls of all Air Handlers (including starter contacts for excessive wear, starter wire connections, adjustment and replacement of belts, belt tension and sheave alignment, motors, fan motor amps, lubricate bearings, static vanes, coils, check for leaks, inspect mounting, hardware, dehumidification setpoints, COS levels and sensors, discharge pressures, outside air

dampers, mixed air dampers, all valves, supply fans, setpoints, COS sensors, discharge air, all replacement filters, coils, drivers, exhaust fans).

- Quarterly preventive maintenance of all power supplies and controls.
- Quarterly preventive maintenance and system review of floor heat (pumps, valves, and system review of setpoints)
- Quarterly preventive maintenance and system review of all VAV boxes (including replacement of controls, equipment, fans, blowers, equipment, etc.)
- Quarterly preventive maintenance and system review of all Relief / Exhaust Fans (controls, equipment, wiring and connections, motors, clean starters, lubricate motor bearings, check fan belts, belt tension and sheave alignment, exhaust fan unit assembly, mounting hardware, etc.).
- Quarterly preventive maintenance and system review of all Lab Hoods (controls, exhaust, fans, drivers, equipment, etc.)
- Quarterly preventive maintenance and system review of all furnaces (if applicable)
- Quarterly preventive maintenance and system review of HVAC controls.
- Quarterly preventive maintenance and system review of any part of the Erma Byrd Higher Education Center HVAC system that may have been left off this list.

The vendor is to provide a schedule of services for each given contract year. Vendors should utilize Exhibit A Cost for Services. Costs should be presented as a monthly fee. In addition, hourly rates and associated fees such as mileage, etc. for work outside of the standard maintenance contract should be listed on the Exhibit.

The vendor who is awarded this contract will be required to provide:

- WV Contractor's License
- WV Secretary of State Business Certification

CONTRACT AWARD:

1. This will be a five (5) year contract.
2. The vendor must clearly identify all costs for the services requested above.
3. This contract will be awarded to the lowest cost vendor meeting all qualifications. If a vendor proposes terms and conditions in its' bid response, the Commission will require the vendor to sign a WV96 Agreement Addendum at the time of award. If the vendor is unable to sign this Addendum, negotiations between the Attorney General's Office and the vendor can be held to come to a point of agreement. The Addendum is shown in Exhibit B for example only and does not need to be completed and included with the bid response.

4. At the time of contract award, the vendor must complete a Purchasing Affidavit. The Affidavit is shown in Exhibit C for example only and does not need to be completed and included with the bid response.
5. At the time of contract award, the vendor must be registered and pay the fee to the WV Purchasing Division.

PAYMENT FOR SERVICES:

The Commission's preferred method of payment is P-card. Preference may be given to a vendor who accepts the P-card.

VENDOR DEFAULT AND REMEDIES

The vendor will be considered in default if they fail to perform the Contract Services in accordance with the requirements contained in this RFQ. Upon default, the vendor will be given 30 days to remedy any defaults and perform the Contract Services as required. If the vendor fails to remedy any default within the 30 days, the Commission reserves the right to immediately cancel the contract without notice.

GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Commission and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the WV Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Commission's consent.
5. CANCELLATION: The Commission may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. COMPLIANCE: Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
9. HOLD HARMLESS: The Commission will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Commission.

11. **NON-FUNDING:** All services performed, or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.

14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.

16. **VENDOR:** For the purposes of these Terms and Conditions, the “Vendor” means the vendor whose bid, has been accepted and has received a lawfully issued Purchase Order from the Commission.

18. **TAXES:** The State of West Virginia (the Commission) is exempt from Federal and State taxes and will not pay or reimburse such taxes.

19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Commission reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Commission resulting from the Vendor’s breach of contract.

Exhibit A - Cost for Services

Quarterly Preventive Maintenance

Indicate by "X" the expected month the service will be provided.

	May	June	July	August	September	October	November	December	January	February	March	April
Chiller/air conditioning (see RFB page 3 point #1)												
Chilled water system (see RFB page 3 point #2)												
Boilers (see RFB page 3 point #3)												
Hot water system (see RFB page 3 point #4)												
Air handlers including filters (see RFB page 3 point #5)												
Power Supplies (see RFB page 3 point #6)												
Floor heat (see RFB page 3 point #7)												
VAV boxes (see RFB page 3 point #8)												
Relief/exhaust fans (see RFB page 3 point #9)												
Lab hoods (see RFB page 4 point #10)												
Furnaces (see RFB page 4 point #11)												
HVAC controls (see RFB page 4 point #12)												
Other (see RFB page 4 point #13)												

Monthly cost for above services:

Annual cost for above services:

Note: The above costs must include allowance for 3 emergency visits to the center each contract year as requested on page 3 of the RFB.

Cost for Services outside the Maintenance Contract:

Hourly rate for Service for normal work hours (7:00am-7:00pm):	<input type="text"/>
Hourly rate of Service outside normal hours:	<input type="text"/>
Mileage rate (if applicable)	<input type="text"/>
Truck charge (if applicable)	<input type="text"/>
Parts Mark-up from List Price (show by %)	<input type="text"/>

WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 _____