KANAWHA COUNTY COMMISSION

P. O. BOX 3627
407 VIRGINIA STREET, EAST
CHARLESTON, WEST VIRGINIA 25336
(304) 357-0117

Request for Quotations

RE: Three-Year Contract, to be Renewed Annually, for a Heating, Ventilating and Air Conditioning Systems Repair Service Contract for the Kanawha County Commission

DATE: February 12, 2013

BID OPENING: Bids must be received on or before Monday, February 25, 2013, at 11:30 a.m. in the Kanawha County Commission Purchasing Office, 407 Virginia Street, East, Third Floor, Room 229, Charleston, WV 25301 (P.O. Box 3627, Charleston, WV 25336)

INSTRUCTIONS TO BIDDERS

PLEASE USE THIS FORM AS THE COVER SHEET FOR YOUR BID

1. Bids must be received in a sealed envelope with the date and time of the bid opening on the outside of the envelope. Faxed bids will not be accepted.
2. Bid must be F.O.B. Delivery Point, unless otherwise indicated in proposal.
3. All bids should be signed and in ink, showing all facts and the total amount of the bid. Once bids are opened, all bid documents become public record.
4. The Kanawha County Commission reserves the right to accept or reject in part or in whole any bid submitted, whichever is in the best interest of the County.

Item No.	Description
1	Three-Year Contract, to be Renewed Annually, for an HVAC Systems Repair Service Contract for the Kanawha County Commission per the Attached Specifications*

*Hourly rates for repairs and equipment markups are to be recorded on page two and three and returned with this Coversheet.

Vendor Name: _____

Address: _____

_____ Telephone: _____

E-Mail Address: _____

Signature: _____

INFORMATION SHEET

THREE-YEAR CONTRACT (to be Renewed Annually) FOR A HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS REPAIR SERVICE CONTRACT, FOR THE KANAWHA COUNTY COMMISSION

1. Current WV Contractor's License Number: _____

2. Material Cost:
   Mark-up on equipment: _____%
   Mark-up on supplies: _____%

4. Prevailing Wage Labor Rates (for repairs during normal hours) and specialty rates (for other than normal hours and holiday hours) are required to be paid.

   Hourly rates for regular hours

   Classification: Plumber/Pipefitter Journeyman
   Year One $_____ per hour
   Year Two: $_____ per hour
   Year Three:$_____ per hour

   Hourly rate for after-hours
   Classification: Plumber/Pipefitter Journeyman
   Year One $_____ per hour
   Year Two: $_____ per hour
   Year Three:$_____ per hour

   Hourly rate for holiday hours
   Classification: Plumber/Pipefitter Journeyman
   Year One $_____ per hour
   Year Two: $_____ per hour
   Year Three:$_____ per hour

5. Response time for emergency service calls: _____ Hour(s)

6. Response time for non-emergency service calls: _____ Hour(s)

7. Provide evidence that your company has been an established service contractor providing mechanical repair service for similar HVAC equipment for a minimum of 5 years.

8. Provide five (5) references in the Charleston area (company, contact person, address and telephone number) for current contracts held by your company to repair systems with similar equipment:

A.

B.

C.

D.

E.

Vendor Name: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Signature: _____

Print Name: _____

Title: _____

SPECIFICATIONS
THREE-YEAR CONTRACT (to be Renewed Annually) FOR A HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS REPAIR SERVICE CONTRACT FOR THE KANAWHA COUNTY COMMISSION

The following specifications are intended to describe an HVAC Repair Service Contract, on an as-needed basis, and the details contained in these specifications are not designed to exclude any vendor from bidding, but are offered as a means of describing the needs of the Kanawha County Commission. Where brand names may be used, the words "or equal" are assumed to follow. All specifications are minimum requirements.

Contact Persons: To schedule a time to visit the facilities, please contact Steve Neddo, Maintenance Director, at (304) 357-0122 or 304-539-3364.

Bid Closing Date: Bids must be received on or before Monday, February 25, 2013, at 11:30 a.m., in the Kanawha County Commission Purchasing Department, 407 Virginia Street, East, Third Floor, Room 229, P.O. Box 3627, Charleston, WV 25336.

Scope of Service The objective of this request is to obtain an HVAC Systems Repair Service Contract (on an as-needed basis) for the following locations:

The Kanawha County Courthouse (Courthouse), 407 & 409 Virginia Street, East, Charleston, WV

The Kanawha County Sheriff's Day Report Center (Day Report), 900 Christopher Street, Charleston, WV

The Kanawha County Judicial Building & Parking Facility (Judicial Building), 111 Court Street, Charleston, WV (to include the Building Automation Controls and Smoke Exhaust Systems)

The W. Kent Carper Justice & Public Safety Complex (WKCJ&PSC) 301 Virginia Street, East, Charleston, WV (to include the Building Automation Controls)

"Owner" The Kanawha County Commission shall hereinafter be referred to as the "Owner."

"Contractor" The successful vendor shall hereinafter be referred to as the "Contractor".

"The Contract," as herein stated, shall mean the agreement between the Owner and Contractor to provide repair services (on an as-needed basis) from a single, responsible bidder capable of providing the services described within this agreement.

"Competent Mechanic" as herein stated, shall mean a journeyman plumber/pipefitter who has had at least ten (10) years experience maintaining the types of equipment housed in the buildings owned by the Kanawha County Commission.

Safety Regulations

It is the responsibility of the Contractor to ensure that ALL Occupational Safety & Health Administration regulations applying to this job are adhered to at all times.

Time of Performance

The contract covers a period of three years, to be renewed annually. The Contractor will be required to assist the owner's maintenance personnel with equipment repairs on an as-needed basis.

Termination of Contract

The contract may be terminated if the Contractor neglects or fails to perform work as stipulated. The Owner is to give written notice of at least 30 calendar days indicating specific faults or failures prior to termination. The Owner may also elect to terminate upon each year anniversary at its discretion.

The contractor may terminate the contract if the owner fails to pay as stipulated, or if the owner, through acts of neglect, prevents the Contractor from performing as specified. The Contractor must give written notice of at least 30 calendar days indicating specific reason, prior to any termination.

Payment

Invoices will be processed for payment upon receipt. Pursuant to WV Code §7-5-7, a check shall be issued within sixty (60) days upon receipt of a legitimate uncontested invoice. Invoices are to include labor at the agreed upon hourly rate and any supplies and/or equipment at the agreed upon mark-up. Invoices are not to include travel time, mileage, truck fees, environmental fees or any other incidental charges. All expenses are to be included in the bid amount.

Insurance Requirements
It shall be the responsibility of the successful Contractor to maintain Worker's Compensation and Unemployment Insurance, Property Liability Insurance, Property Damage Insurance, and Vehicle Liability Insurance during the time any of its personnel are working on Owner's property. A minimum one million dollar per occurrence commercial general liability insurance policy with the Kanawha County Commission named as additional insured is to be provided by the successful bidder prior to the award of the contract. All insurance companies are to be authorized to do business in the State of West Virginia.

Performance of Work
The Contractor shall perform the repairs as herein specified by trained, skilled, professional, craftsmen who are familiar with repair procedures and who are directly employed by the Contractor.

Subcontracted Work
In the event any portion of the Contractor's work is subcontracted, the Contractor must submit in writing to the Owner the subcontractor's name and address, and description of work to be performed for the Owner's approval. Under no circumstances shall the subcontracted amount exceed 10% of the total bid proposal. No subcontractor shall relieve the Contractor of its obligation and liability under its contract with the Owner.

Competency and Experience of Contractor
Bids will only be considered from Contractors who can affirmatively demonstrate and give evidence showing that they are and have been an established Contractor providing HVAC mechanical repair service for a minimum of ten (10) years.

An organizational chart of the successful Contractor will be required, prior to the execution of the Contract documents, showing location of offices and employees who will be associated with the administration and performance of this contract, with brief resumes of each person. Certificate of formal training for screw chillers and pneumatic controls is required by Contractor for all personnel assigned to the Judicial Building & Parking Facility and the WKCJ&PSC.

The successful Contractor, prior to award of the Contract, is to provide an annual report showing its financial ability to support services of this amount. Equipment liability on the Contractor is in excess of $5,000,000.

Technical Service Engineering Backup
The Contractor shall have in its direct employ personnel who will be available for analysis, diagnostics, and predictive analysis of complex or unusual, mechanical maintenance problems associated with the successful Contractor's administration of bid specifications.

Contract Extras
Should inspections indicate that repairs that are necessary and are outside the scope of this contract, the Contractor shall provide to the Owner, in writing, a composite price including labor, parts, materials, and related expenses for these repairs. However, the Owner reserves the right to procure pricing from other vendors.

Parts Availability
The Contractor has the option of stocking parts locally or having access to immediate delivery of parts for the purpose of providing unscheduled service repairs on an emergency basis. In either case, the Contractor is expected to have emergency parts available at no additional cost to the Owner in a reasonable length of time (24 Hours) to minimize equipment down time.

Service and Materials
Contractor, to the satisfaction of Owner, shall perform all of the work described herein and/or the applicable drawings and specifications which may have been made available to Contractor. Contractor shall furnish, at Contractor's expense, all labor, travel expenses, materials, tools, gauges, testing, apparatus, machinery and equipment necessary to complete performance of the work herein described. The work to be performed and materials, etc. to be furnished shall be collectively known as "services" and are to be furnished for the proper execution and completion of specifications and any drawings.

Owner Acceptance
All work and principal products shall conform to the scope of service. The Owner shall not consider conditions of this contract complete until the Contractor has provided the required documentation and has obtained final acceptance from the Owner.

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

Combustible Material

All combustible materials shall be handled and stored in compliance with the Owner, and all 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 times.

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 Owner is the generator of the oil, and since the Owner is concerned with protecting the 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 disposition.

Special Reports
The Contractor shall maintain a record of all repairs relating to the equipment included in this contract. Written reports are to be turned in to the Maintenance Department upon completion of each inspection. If a problem is found, it must be brought directly to the attention of the Owner's designated person so that a plan of action can be formulated for the most timely repair of the equipment.

Owner Training
Upon request, the Contractor will provide, free of charge, formal/informal training to the Owner so that he understands the operation and diagnostic procedures necessary to keep the equipment operating in the most beneficial manner. Any training beyond this shall be defined and agreed upon by both parties.

Site of Work
By executing this contract, the Contractor represents that its representative has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the contract and all related documents.

Hazards Communication Program
Owner is committed to providing each of its employees, its visitors, and it's contracted support personnel a safe and healthy work environment. It is recognized that we are dependent on the use of material and processes that are potentially hazardous. When using these materials it is imperative that the Owner's persons are informed as to the hazards and to the appropriate protective measures needed in the event of a problem. Successful Contractor will be required to show proof of a working Hazards Communication Program.

Working Hours
Services performed under this contract including major repairs, except for unscheduled or emergency services, are to be provided during the Contractor's normal working hours. Certain services may be required to be performed outside of the Contractor's normal working hours and will be compensated at the appropriate overtime rates. Services requested by Owner, which are not covered in the contract, will be invoiced at the Contractor's prevailing wage labor rate and parts charges.

Owner will be responsible for the inspection, detection, abatement, encapsulation and/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 Owner.** 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 for delays encountered as a result of such situation and correction of same.

Warranty

The Contractor guarantees that all service provided under this contract shall be performed in a workmanlike manner. Any claim for defective workmanship must be provided to the Contractor by written notice upon which Contractor agrees to remedy and redo any such service(s) in a timely manner without cost to the Owner. The Contractor also warrants against defects in materials, and workmanship of all the Contractor part(s) or component(s) supplied hereunder for a period of one year from date of installation or until the termination date of this contract. If any parts or components should prove defective during the aforementioned warranty period, the Contractor will at its option repair, replace or issue credit for any such items provided that they were not damaged, abused, or affected by chemical properties.

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.

The Contractor's obligation to repair, replace, perform a service, or issue credit for any defective part(s), components(s) or service shall be Owner's exclusive remedy under this contract.

Part(s), components(s) or services furnished by others to the Contractor carry the same guarantee to the Owner as the Contractor receives. If the Owner requests parts or services not included in this contract, it is agreed that all requested part(s), components(s) or services supplied by the Contractor will be accepted subject to the Contractor Conditions of Sales issued with each order.

Owner's Responsibilities

To allow the Contractor to properly perform the service included in this contract, Owner shall Permit access to Owner'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 mutually timely schedule**, the Owner shall allow the Contractor to stop and start equipment necessary to perform repairs.

Where the Contractor's remote monitoring service is provided, the Owner is to provide and maintain a telephone line with long distance direct dial and answer capability.

Delays

Delays occasioned by conditions beyond the reasonable control of either party shall not be the liability of either party to this contract.

Emergency Service (Unscheduled Service)

Emergency Service (Unscheduled Service) shall be provided when necessary to diagnose problems and perform minor adjustments. Emergency service shall include service 365 days per year, 24 hours a day, within 2 hours of the emergency request (this is a billable service; unscheduled labor rates are to be included in the bid documents). 2013 State of West Virginia Prevailing Wage Rates are to be used for all Contractor personnel.

Repair Services

All services will be performed on an as-needed basis and the Owner's representative will contact the Contractor for assistance.

Refrigerant Handling Requirements:

Successful contractor shall make every effort to eliminate, where possible, or vigorously reduce the emission of refrigerants into the atmosphere, which results from the service, and maintenance of HVAC equipment.

Contractor must have recovery equipment available and be familiar with its operation. In no case will venting of refrigerant while servicing the equipment be acceptable. Equipment taken out of service must have the refrigerant recovered before discarding old equipment. When a system is opened for component replacement, the refrigerant must first be recovered.

Documents Required by Apparent Low Bidder Prior to Award of Contract

1. Proof that a Working Hazards Communication Program is in effect.
2. An organizational chart of the Contractor is to be submitted showing location of offices and employees who will be associated with the administration and performance of this contract, with brief resumes of each person.
3. Proof that a minimum one million dollar per occurrence commercial, general liability insurance policy with the Kanawha County Commission named as additional insured is to be provided by the successful bidder prior to the award of the contract.
4. Certification that Workers' Compensation Premiums are current.
5. Required Forms: Vendor shall complete and submit, or have on file with the County, a Vendor Registration and Disclosure Statement Form, "No Debt Affidavit" and W-9.
6. Licenses and Permits: Successful bidder is responsible for obtaining all necessary licenses and permits.
7. OSHA Regulations: All Federal Occupational Safety & Health Administration Regulations must be followed by all contractor personnel while performing work for the Kanawha County Commission.

TERMS & CONDITIONS:

1. The Contractor is responsible for all required notification and permitting requirements. Copies of all documents are to be forwarded, to the Kanawha County Commission Purchasing Office.

2. The Contractor shall be responsible for all damages to persons or property that may occur as a result of the Contractor's fault or negligence.

3. Contractor hereby indemnifies, holds and saves harmless the Kanawha County Commission, the State of West Virginia and the Federal Government free from any and all claims for damages sustained by the Contractor during performance of this contract, and hereby indemnifies the Kanawha County Commission, the State of West Virginia and the Federal Government against any claims arising from such work.

4. In the event the Commission should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor's actions associated with the activities described herein, Contractor shall reimburse the Commission for all attorney's fees associated with the defense of same and also reimburse the Commission for any fines, penalties and other costs paid as a result of Contractor's actions.

5. State of West Virginia Prevailing Wage Rates, as established by the most recent publication of those rates, are required to be paid, for all non-exempt work performed by the Contractor. Current Prevailing Wage Rates are available at www.wvsos.com/csr

(click on the services icon for the 2006 wage rates). All payroll records are to be submitted to the Kanawha County Commission Purchasing Department. Payment of overtime, workers compensation and any other required coverage are the exclusive responsibility of the Contractor as required by local, State and/or Federal Laws or Regulations.

6. Inspection of Work - All work under this contract shall be subject to inspection surveillance, and testing by the Commission at all reasonable times, both within the Project Area herein described and elsewhere. All such inspection(s) shall be performed in a manner as will not unduly delay the work.

7. Contractor warrants that the services and work are to be rendered and completed in a manner acceptable to the Commission and within the stated time. At any time during the performance of the work described or contemplated herein, or within 90-days after the issuance of a Certificate of Acceptance by the Commission, the Commission may require the Contractor to remedy, by whatever means necessary, and at no additional cost to the Commission, any failure by the Contractor to comply with the Contractor's obligations to the Commission and to those State, Federal and Local Regulatory agencies having jurisdiction over the activities associated with the Scope of Work defined herein or as may be amended and mutually agreed upon by both parties in the future.

8. Disputes - If, at any time, a difference of opinion or dispute shall arise between the parties to this agreement with respect to any right or obligation arising under this agreement, the question in dispute, if it cannot be settled between the parties themselves, may be referred to arbitrators consisting of three competent and disinterested persons, one of which persons shall be selected by the Owner, one by the Contractor, and the third by the two arbitrators thus chosen by the Owner and Contractor. The party desiring that any matter be submitted to arbitration shall give written notice thereof to the other party, stating therein the specific point or points in dispute and naming the person selected by said party as an arbitrator, and it shall be the duty of the other party, within fifteen days after receiving such notice, to agree in writing to submit the dispute to arbitration and to name an arbitrator. If the party upon whom such notice is served fails to respond thereto with such fifteen day period, then such failure shall be deemed a refusal by such party to agree to submit the dispute to arbitration and civil action may be filed in the Circuit Court of Kanawha County, West Virginia, for the purpose of resolving the dispute. In the event such other party does agree in writing to submit to arbitration but fails to name an arbitrator, the party desiring arbitration may apply to the Judge of the Circuit Court of Kanawha County, West Virginia, to appoint such arbitrator. Likewise, in the event of the failure of the arbitrators thus named to agree upon the third arbitrator within twenty days after notification of their appointment, then the third arbitrator may be named by such

Judge upon application of either party hereto, and such Judge is empowered to name such arbitrator. The arbitrators thus chosen shall give to the parties to any dispute written notice of time and place of hearing and at the time and place appointed shall proceed with the hearing, unless, for some good cause of which the arbitrators, or a majority of them, shall be the sole judge, it shall be postponed until some later date within a reasonable time. The discussion of the board of arbitrators thus constituted, or a majority of the persons composing the same, shall be made in writing and a copy thereof delivered to each of the said parties. Payment of the expenses of such arbitration, including the fees of the arbitrators, shall be as directed by the board of arbitration, or a majority thereof.

If the parties hereto expressly agree to submit any dispute to arbitration as herein provided then, and in such event, the decision rendered by the arbitrators shall be binding upon the parties and shall be specifically enforceable. If the parties do not agree, in writing, to submit such dispute to arbitration, the party requesting such arbitration may file a civil action in the Circuit Court of Kanawha County for the purpose of resolving such dispute; however, a request for arbitration shall not be a prerequisite to filing a civil action to settle any such dispute.

Where the parties have submitted any question to arbitration as herein provided, the award of arbitrators shall be final and conclusive upon said parties with reference to the question so submitted and any judgment may be entered upon it in accordance with the provisions of Article 10, Chapter 55 of the Code of West Virginia, 1931, as amended.

9. Compliance with Laws - The Contractor shall complete such action as is required to become fully
Informed about all State and Federal laws and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work. The Contractor shall, at all times, observe and comply with and shall cause all the Contractor's agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations orders and decrees. The Contractor shall further protect and indemnify the Kanawha County Commission and its officers and agents, from any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees.

In the event the Commission should be cited for a violation of any applicable State, Federal or local law, rule or regulation as a result of the Contractor's actions associated with the activities described herein, Contractor shall reimburse the Commission for all attorney's fees associated with the defense of same and also reimburse the Commission for any fines paid as a result of Contractor's actions.

10. Standards of Quality and Codes - All work must conform to all rules and regulations of all governmental authorities and agencies having jurisdiction over the project, including, but not limited to:

    A. Federal Occupational Safety & Health Administration Regulations (OSHA)
    B. WV Department of Environmental Protection
    C. WV Bureau of Public Health
    D. WV State Fire Marshall
    E. WV Department of Natural Resources

    For the Owner's Record, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of work.

11. The Copeland "Anti-Kickback" Act - The Copeland Anti-kickback Act makes it a crime for anyone to require any laborer or mechanic employed on a Federal or Federally Assisted project to Kickback any part of his or her wages.

12. Contract Work Hours and Safety Standards - The contract work hours and Safety Standards Act requires overtime pay for laborers and mechanics at a rate of one and one-half times the basic rate of pay for hours worked on covered contracts in excess of 40 hours in a workweek. This Act also requires the assessment of liquidated damages at the rate of $10 per day for each day that each laborer and mechanic worked without payment of the required overtime compensation. The Act has no job site limitations.

13. Equal Opportunity Requirements:

    Title V of the Civil Rights Act of 1964 provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color, or national origin.

    Section 3 of the HUD Act of 1968, as amended, provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area and that contracts for work to be performed be awarded to business firms located in or owned in substantial part by persons residing in the project area.

    Section 109 of the HUD Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits or

subjected to discrimination on the basis of race, color, national origin, or sex under any program or activity funded under Title I of the HUD Act of 1974, as amended.

Executive Order 11246, as amended, provides that no persons shall be discriminated against, on the basis of race, color, religion, sex, or national origin in any phase of employment.

Executive Order 11625 provides that grantees establish affirmative action programs for minority business enterprise utilization. Contractors are required to utilize maximum efforts to realize goals set forth in such programs.

14. Workers Compensation & Unemployment Premiums - Contractor shall provide worker's compensation and unemployment coverage for all Contractors' employees. Written documentation that Contractor's workers compensation and unemployment premiums are current is required to be submitted by the successful bidder prior to commencement of work.

15. Liability Insurance - Contractor is to provide liability coverage for all vehicles and equipment of Contractor with total limits of one million dollars ($1,000,000) per occurrence. Prior to commencement of the project, successful Contractor is to provide proof of a minimum one million dollar ($1,000,000) per occurrence, commercial general liability insurance policy with the Kanawha County Commission named as additional insured.

16. Once bids are opened, all bid documents become public record. The Kanawha County Commission reserves the right to reject any and/or all bids and to waive any informality in bidding.