

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia University at Parkersburg (WVUP) Purchasing Division is soliciting bids on behalf of WVUP to establish a contract for EITHER the REPAIR or the NEW REPLACEMENT of air handler 8 & 9 located at 300 Campus Drive, Parkersburg, WV 26104. A MANDATORY PRE-BID MEETING will be held on Wednesday May 31<sup>st</sup>, 2017 at 10:00AM at 300 Campus Drive, Parkersburg WV, Business Office. Sealed bids are due no later than 1:00 PM, Wednesday, June 7th, 2017. A public bid opening will be held at that time.
  
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 Item”** means refurbished or new replacement of WVUP Air Handler #8 & #9 as more fully described by these specifications.
  
  - 2.2 **“Pricing Page”** means the page supplied with the RFQ attached as Exhibit A, upon which the Vendor should list its proposed price for the Contract Items. A completed pricing page will have **four prices listed**. The pricing page must have a separate price each for the new replacement of Air Handler #8 and Air Handler #9. It must also include a separate price each for the refurbishment of Air Handler #8 and Air Handler #9.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Scope of Work:** Refurbish WVUP Air Handler #8 and #9 as per specifications below.
    - 3.1.1 Clean and sanitize all accessible compartments, including fan and wheels.
    - 3.1.2 Clean and sanitize all ductwork on both systems that are in the mechanical room up to the fire rated block walls and at floor level.
    - 3.1.3 Supply and install two (2) fan motors, VFD drives, belts, sheaves and pulleys, also field verify horse power and voltage.
    - 3.1.4 Remove existing inlet vanes on the blower housings.
    - 3.1.5 Supply and install two (2) new hot water coils and two (2) chilled water coils with new drain pans on each unit.
    - 3.1.6 All new ball valves for both coils and balance valves on each unit.
    - 3.1.7 Supply and replace all control valves that are pneumatic controls to electric valves.

- 3.1.8 Supply and install all new electric damper operators that are on the outside louvers, fresh air intake, RA duct and exhaust dampers.
- 3.1.9 All control work to be included and done by Siemens.
- 3.1.10 Re-insulate any hot water and chill water piping.
- 3.1.11 Provide all power wiring to drives and new drives need to have manual bypass switch.
- 3.1.12 Repair or replace any dampers that are sticking and not completely opening or closing.
- 3.1.13 Replace both flex connectors on the supply air connection and boot on fan section between coils section.
- 3.1.14 Commission both supply fans with Siemens and certified air balancer at the same time with owner rep.
- 3.1.15 Remove all pneumatic tubing that is not being used back to the point of origin.
- 3.1.16 All debris to be taken off site.
- 3.1.17 Re-insulate existing fan compartments with metal jacketing cover.
- 3.1.18 All electrical work to be completed to code.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The contract will be awarded on or before July 15<sup>th</sup>, 2017.

**The College reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the College of proposals confers no rights upon the proposer nor obligates the College in any manner.**

**4.2 Pricing Page and Exhibits:** Vendor should complete the attached Pricing Page that includes the not-to-exceed price for the work specified in section 3.1 Scope of Work. Additionally, the vendor should complete all forms included in the Exhibits attached. Vendors should complete the Pricing Page and Exhibits in full as failure to submit a complete proposal may result in Vendor's bid being disqualified.

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

#### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## **6. TIMING OF WORK:**

**6.1 Expected Timing of Work:** Work can begin on September 25<sup>th</sup>, 2017 and must be completed by November 10<sup>th</sup>, 2017. By submission of your bid you acknowledge the dates for completion.

**6.2 Warranty:** Please include a statement in your response regarding the warranty offered on parts and labor.

## **7. VENDOR DEFAULT:**

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

## **8. OTHER TERMS & CONDITIONS:**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

### **8.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further

covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the College.

## **8.2 Prohibition against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the College shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

## **8.3 Vendor Relationship:**

The relationship of the Vendor to the College shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the College for any purposes 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the College, and shall provide the College 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the College.

**8.4 Indemnification:**

The Vendor agrees to indemnify, defend and hold harmless the College, 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 laws.

**8.5 Contract Provisions:**

After the successful Vendor is selected, a formal contract document will be executed between the College and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

**8.6 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**8.7 Compliance with Laws and Regulations:**

The vendor 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.

The Vendor 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 here to shall be borne by the contractor. It is clearly understood that the West Virginia University at Parkersburg is exempt from any taxes regarding performance of the scope of work of this contract.

**8.8 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume

prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The College will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the College, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

### **8.9 Non-Appropriation of Funds**

If the College is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature or the Federal Government, the WVUP, or College may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The College shall give the vendor written notice of such non-allocation of funds as soon as possible after the College receives notice. No penalty shall accrue to the College in the event this provision is exercised.

### **8.10 Contract Termination:**

The College may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The College shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the College shall issue the Vendor an order to cease and desist any and all work immediately. The College shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated by the College with thirty (30) days prior notice.

### **8.11 Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the College and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the College and approved as to form by the West Virginia Attorney General's Office, if required, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the College, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the College a written statement to identifying any price

impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

#### **8.12 Agreement Addendum (Form WV96) (Exhibit A)**

The Agreement Addendum (Form WV96) are the standard State of West Virginia terms and conditions issued by the West Virginia Attorney General and must be agreed to by the successful vendor prior to receiving a contract/purchase order. No modifications may be made to these terms and conditions without written consent of the Attorney General.

## **9. EXHIBITS**

The following Exhibits are a binding part of this RFP:

Forms/Exhibits can be found on our website:

<http://www.wvup.edu/about/business-office/current-bidsproposals/purchasing-forms/>

- Exhibit A – Pricing Page
- Exhibit B – Agreement Addendum (Form WV-96)
- Exhibit C – Purchasing Affidavit
- Exhibit D – Vendor Registration and Disclosure Statement
- Exhibit E – Request for Taxpayer Identification (IRS Form W-9)
- Exhibit F – Complete specification sheets and warranty information on the recommended New Replacement Machines.

## **10. WVUP CONTACTS:**

Questions should be presented in writing no later than June 5<sup>th</sup>, 2017 to:

Jeannine Ratliffe, Chief Purchasing Officer  
300 Campus Drive  
Parkersburg, WV 26101  
Jeannine.ratliffe@wvup.edu

**EXHIBIT A**  
**PRICING PAGE**

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_  
\_\_\_\_\_

**Vendor Phone:** \_\_\_\_\_

**We agree to provide the following services in the time frame outlined in the RFQ.**

**Not to exceed price New Replacement Air Handler #8** \_\_\_\_\_

**Not to exceed price for New Replacement Air Handler #9** \_\_\_\_\_

**Not to exceed price for Refurbished Air Handler #8** \_\_\_\_\_

**Not to exceed price for Refurbished Air Handler #9** \_\_\_\_\_

**Warranty Terms:** \_\_\_\_\_

**Timing & duration of work:** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

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



**ADDENDUM #1**

**PARTICULARS**

**1.01 DATE: MAY 31, 2017**

**1.02 PROJECT: AIR HANDLING UNITS #8 & #9**

**TO: PROSPECTIVE BIDDERS**

**2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL RFQ-2017-011 WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**

**2.02 FAILURE TO ADHERE TO THE SPECIFIED QUESTIONS / CHANGES MAY DISQUALIFY THE BIDDER.**

**GENERAL CLARIFICATIONS / CONTRACTOR QUESTIONS:**

**3.01 PRE-BID MEETING**

A. Pre-bid meeting minutes and sign-in sheet are attached. Any clarifications, revisions or modifications to the project scope in these meeting minutes shall be considered part of this addendum and as such are part of the Contract Documents. Bid accordingly.

**3.02 CONTRACTOR QUESTIONS**

A. Please clarify Exhibit F of the RFQ.

1. As seen on Exhibit A, there should be four (4) bids. These consist of a refurbishment cost and a replacement cost for both Air Handling Units #8 and #9 separately. The bidder must include complete specification sheets and warranty information with any AHU replacement bids. This is not required for the AHU refurbishment bids.

**END OF ADDENDUM #1**

## **Pre-Bid Meeting Minutes**

**Subject:** RFQ-2017-011 Air Handling Units #8 & #9  
**Location:** West Virginia University at Parkersburg  
**Date:** Wednesday, May 31, 2017  
**Time:** 10:00 am

### **1. Introductions**

- WVU Personnel

### **2. Project Overview**

- **Schedule**
  - **Questions are due in writing not later than Monday, June 5, 2017 at 4:00 pm to WVUP in care of Jeannine Ratliffe, Chief Purchasing Officer, or Jeannine.Ratliffe@wvup.edu.**
  - **Bids are due not later than Wednesday, June 7, 2017 at 1:00 pm to WVUP in care of Jeannine Ratliffe, Chief Purchasing Officer (public bid opening)**
    - **Anticipated start date = September 25, 2017**
    - **Completion date = November 10, 2017**
- **Abatement**
  - **There is some asbestos present in the where the work is to be completed. WVUP will complete the necessary abatement prior to the anticipated start date.**
- **Blueprints/Drawings**
  - **Dave Gates provided a copy of the drawings relating the two units involved for review and pictures.**
- **Site Safety & Access**
  - **WVUP will provide utilities and restrooms.**
  - **Tobacco Policy - Tobacco-free campus (including parking lots/grass areas)**
  - **Weapon Policy – None (concealed or otherwise) allowed on campus.**
- **Site Tour**

SIGN-IN SHEET



#	Print Name	Signature	Company	Email
1	Patrick WU	<i>[Signature]</i>	Stears Heating & Cooling WVUP	bbolden@steersheating.com
2	DAVID GATES	<i>[Signature]</i>	DOUGHERTY CO	DGATES@WVUP.EDU
3	JEFF ALLEN	<i>[Signature]</i>	Mason & Booney Niro Mechanical	AllenContracting9304@gmail.com jallen304@comcast.net
4	Greg Bridgewater	<i>[Signature]</i>	Murray SLM	randy@murraysheatmetal.com
5	Samie Kuhn	<i>[Signature]</i>	Tri-State Heating & Slackmetal	ngaince@tri-state-service.com
6	RANDY ROGERS	<i>[Signature]</i>	WVUP	dave.white@wvup.edu
7	Randy Seiner	<i>[Signature]</i>	WVUP	swilson7@wvup.edu
8	Dave White	<i>[Signature]</i>		
9	Brad Wilson	<i>[Signature]</i>		
10				
11				
12				
13				
14				
15				

STEARNS HEATING & COOLING INC.  
 Parkersburg, WV 26104  
 304-422-8446 (of fice)  
 304-422-8440 (fax)  
 bbolden@steersheating.com

Campus Drive: Parkersburg, WV 26104-6671; (304) 424-8100 FAX(304) 124-8117 E-mail: WVU.Pinfo@wvup.edu www.wvup.edu An Equal Opportunity/Affirmative Action Institution

**ADDENDUM #2**

**PARTICULARS**

**1.01 DATE: JUNE 6th, 2017**

**1.02 PROJECT: AIR HANDLING UNITS #8 & #9**

**TO: PROSPECTIVE BIDDERS**

**2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL RFQ-2017-011 WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**

**2.02 FAILURE TO ADHERE TO THE SPECIFIED QUESTIONS / CHANGES MAY DISQUALIFY THE BIDDER.**

**GENERAL CLARIFICATIONS / CONTRACTOR QUESTIONS:**

**3.01 BID OPENING DATE**

**A. The bid opening date has been extended to JUNE 12<sup>th</sup>, 2017 1:00PM. We will continue to take questions until 4:00PM JUNE 8<sup>th</sup>.**

**3.02 CONTRACTOR QUESTIONS**

A. Need to know about the chilled water system. Do they use fresh water or glycol? If glycol, Ethylene or Propylene, and at what percentage?

**The chilled water system has treated fresh water (No Glycol)**

B. When I looked at the spare motors, I must have missed the HP ratings on the tags. Can you find out the HP for AHU-8 and for AHU-9?

**#8 – 50hp 1771 rpm 460 volt 3ph**

**#9 – 40hp 1765 rpm 460 volt 3ph**

C. I am assuming 180-Deg F Entering Water Temperature. Is this correct?

**Hot water system has treated fresh water (No Glycol)**

**Entering water temperature between 140-180 degrees based on OA temperature**

D. It is possible to receive electronic copies of original drawings related to the project?

**We do not have a digital copy available. A paper copy is available for copy upon request.**

E. General Requirements 3.1.2 Clean and Sanitize all ductwork on both systems that are in the mechanical room up to the fire rated block walls and at floor level.

Limited portions of the existing supply ductwork for both units are currently accessible for cleaning (via access panels). Is the intent of 3.1.2 to clean all supply ductwork in the room? If so we recommend adding two (2) access panels per system to the supply ductwork in the room in order to access. These should be approximately 20" x 24" to allow entry to the duct.

**Four access panels need to be installed to properly clean the duct work, this should be added to the bid on both the refurbishment and the replacement. The duct measurements of 20" x 24" will be adequate.**

**END OF ADDENDUM #2**

**ADDENDUM #3**

**PARTICULARS**

**1.01 DATE: JUNE 7th, 2017**

**1.02 PROJECT: AIR HANDLING UNITS #8 & #9**

**TO: PROSPECTIVE BIDDERS**

**2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL RFQ-2017-011 WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**

**2.02 FAILURE TO ADHERE TO THE SPECIFIED QUESTIONS / CHANGES MAY DISQUALIFY THE BIDDER.**

**GENERAL CLARIFICATIONS / CONTRACTOR QUESTIONS:**

**3.01 BID OPENING DATE**

**A. The bid opening date has been extended to JUNE 12<sup>th</sup>, 2017 1:00PM. We will continue to take questions until 4:00PM JUNE 8<sup>th</sup>.**

**3.02 CONTRACTOR QUESTIONS**

**A. Is a Bid Bond Required?**

**A 10% bid bond is required on this project.**

**END OF ADDENDUM #3**

**ADDENDUM #4**

**PARTICULARS**

**1.01 DATE: JUNE 8th, 2017**

**1.02 PROJECT: AIR HANDLING UNITS #8 & #9**

**TO: PROSPECTIVE BIDDERS**

**2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL RFQ-2017-011 WITH AMENDMENTS AND ADDITIONS NOTED BELOW.**

**2.02 FAILURE TO ADHERE TO THE SPECIFIED QUESTIONS / CHANGES MAY DISQUALIFY THE BIDDER.**

**GENERAL CLARIFICATIONS / CONTRACTOR QUESTIONS:**

**3.01 BID OPENING DATE**

**A. The bid opening date has been extended to JUNE 12<sup>th</sup>, 2017 1:00PM. We will continue to take questions until 4:00PM JUNE 8<sup>th</sup>.**

**3.02 CONTRACTOR QUESTIONS**

A. Per the scope you require (2) fan motors and vfd drives, is this total or per each unit?

**(2) fan motors and drives, that is (1) per unit. The return fans were completed in a previous project.**

B. Section 3.1.17 of the scope refers to re-insulating the existing fan compartments with metal jacketing cover, are you wanting this on the inside of the compartment or the outside of the compartment?

**On the inside to fully replace what is there now.**

C. Can you provide capacity details on the unit coils?

**The only information we have is on the print we provided. Everything will need to be field tested.**

D. Is it the intent to perform work on both units at the same time or is there a possibility work (repair or replacement) will only be performed on one unit?

**It is the intent to have the work performed at the same time for both units. The project as a whole will be awarded to one contractor with the lowest bid meeting**

**the budgetary needs of the college. This could be any combination of a full new replacement of both, a refurbishment of both, or a combination of one new and one refurbished.**

**END OF ADDENDUM #4**