



REQUEST FOR QUOTATIONS (RFQ) #62000

HVAC SYSTEM MAINTENANCE AT WVNET

PURPOSE AND SCOPE:

WVNET is seeking a qualified and experienced vendor to provide a comprehensive heating-ventilation-air conditioning HVAC maintenance, repair, and replacement program for our facility. WVNET's current HVAC system has some units that are less than 3 years old while others are at least 10+ years old, some 20+ years old, and are sophisticated and complex in nature. As a result, we now have an aging system that seems to constantly in need of repairs

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 July 1, 2026.

BID INFORMATION:

Quotes are to be received by WVNET no later than 1:00pm EST on Friday, April 24, 2026. Quotes will be opened at the date and time identified above (vendors do not need to attend). The Quotes will be opened at the address shown below.

The bid delivery address is:

Philip Snitz
Manager of Business Operations
837 Chestnut Ridge Road
Morgantown, WV 26505
Attn: RFQ 62000

Philip Snitz is the sole point of contact for this RFQ. No other communication with WVNET staff is permitted. Any unauthorized communication may be a reason for vendor disqualification.

Vendor questions regarding this solicitation should be emailed to psnitz@staff.wvnet.edu and must be received by COB on April 10, 2026. The questions and answers will be posted to the website by COB on April 15, 2026.

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 provisions 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 required to visit WVNET and view the current HVAC system if they intend to respond to the bid. Wednesday, April 8, 2026, has been set aside for a site visit. The site visit will begin at 10:00 am. Vendors must pre-register for the onsite visit by emailing Philip Snitz at psnitz@staff.wvnet.edu. Vendors may bring no more than 2 representatives. Upon arrival, Vendor will go to the door back by the data center to get buzzed into the building. From there, you will be directed to where to check in before the site visit begins.

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 WVNET.

“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 WVNET with services that is offered by WVNET.

“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:

WVNET is requesting Quotes for an HVAC Vendor that should include coverage for (but not limited to) the following equipment:

Overview:

- Split System 1

- Evaporator Fan Motor
- Compressor
- Condenser Fan Motor

· Split System 2

- Evaporator Fan Motor
- Compressor
- Condenser Fan Motor

· Split System 3

- Evaporator Fan Motor
- Compressor
- Condenser Fan Motor

· Split System 4

- Evaporator Fan Motor
- Compressor
- Condenser Fan Motor

· Split System 5

- Evaporator Fan Motor
- Compressor
- Condenser Fan Motor

· One mini split system

· Exhaust Fan 1

· Exhaust Fan 2

· Small ceiling heating/ac units

· Electric Boost Unit Heaters

· 24 PTAC units spread throughout the building

· 5 CRAC units in the data center

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 WVNET HVAC system that may have been left off this list.
- The bid response should also include three (3) annual Emergency Calls for service.

If WVNET would purchase additional HVAC equipment at some point during the duration of the contract (5 years), then maintenance on the new equipment would fall under a separate contract at the time any warranty on the new equipment would expire.

The vendor is to provide a schedule of services for each given contract year. Cost for services should be presented as a quarterly fee. In addition, Vendor must provide cost for services outside the maintenance contract for items such as hourly rate for service for normal work hours, hourly rate for service outside normal work hours, mileage rate (if applicable), and any other applicable charges that fall outside the scope of this RFQ.

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 one (1) year contract with the option to renew for four (4) additional one (1) year terms.
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, WVNET 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. If you are currently not a registered vendor with the State of West Virginia, you will need to register by going to wvoasis.gov and clicking on the VSS link. Once in VSS, just follow the prompts to complete your vendor registration. This doesn't have to be completed until the contract is awarded.
6. At the time of contract award, the vendor must provide insurance certificate for Commercial General Liability Insurance in at least an amount of \$1,000,000.

PAYMENT FOR SERVICES:

WVNET's preferred method of payment is P-Card. Preference may be given to a vendor who accepts the pcard.

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, WVNET reserves the right to immediately cancel the contract without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Commission/Institution's Chief Procurement Officer and approved as to form by the Attorney General's Office constitutes acceptance by the Commission/Institution of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature signifies the vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. CONTRACT TERM; RENEWAL; EXTENSION: The Initial Contract Term will be for a period of 1 year _____. This contract may be renewed upon mutual consent for 4 _____ successive years. Any request for renewals should be delivered to the Commission/Institution thirty (30) days prior to the expiration date of the contract.

3. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

4. QUANTITIES: The quantities required under this Contract shall be identified in the Purchase Order.

5. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Commission/Institution that cannot be unilaterally withdrawn, and signifies acceptance of the terms and conditions unless otherwise indicated.

6. PRICING: The pricing set forth herein is firm for the life of the Contract. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Commission/Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

7. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly identified prior to award.

8. 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. If that occurs, the Commission/Institution 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.

9. CANCELLATION: The Commission/Institution 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.

10. 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 or West Virginia Code, is void and of no effect.

11. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Commission /Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

12. 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 Commission/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

13. VENDOR RELATIONSHIP: The relationship of the vendor to the Commission/ Institution shall be that of an independent contractor, and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract.

14. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Commission/Institution, 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.

15. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political

subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

16. CONFLICT OF INTEREST: Vendor, its officers, members, or employees, shall not presently have or acquire an 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 Commission/Institution.

17. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract.

18. PROHIBITION AGAINST USED OR REFURBISHED: Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

19. VOID CONTRACT CLAUSES – The Commission/Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

WV-96
1/1/2019

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

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

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 ~~striketrough~~ 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: _____

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 _____