



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25306-0130

Request for Quotation

RFQ NUMBER
GSD126420

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

*802115800 402-400-4601
ALPHA MECHANICAL SERVICE INC
 f/k/a A & A Mechanical Service, Inc.
 401 27th Street
 Dunbar, WV 25064

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
12/06/2011	Net 30 days	To be determined	N/A	N/A

BID OPENING DATE: **12/13/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA	1	031-13		
<p style="text-align: center;">ADDENDUM NO. 1</p> <p>THIS ADDENDUM IS ISSUED TO:</p> <p>1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND</p> <p>2.) ANSWER ALL TECHNICAL QUESTIONS RECEIVED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD126420).</p> <p>BID OPENING DATE REMAINS: 12/13/2011 BID OPENING TIME REMAINS: 1:30 PM</p> <p>***** END ADDENDUM NO. 1 *****</p>						
<p>RECEIVED</p> <p>2011 DEC 13 A 9:51</p> <p>GENERAL SERVICES DIVISION STATE OF WV</p>						
<p style="text-align: center;">SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						

SIGNATURE: *Herman J. Rhodes, Jr.* HERMAN J. RHODES, JR. TELEPHONE: 502-968-0121 DATE: December 12, 2011

TITLE: President FEIN: 51-0456396 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

000002

GSD126420 Technical Questions and Answers

Q1a. We performed a walk through and went to Item no. 2 under scope of work on page 11. This indicated that pump no. 9 has bad bearings and has automatically shutdown. Our observations were that the pump was operating and when we asked which bearings (pump, motor or both) were bad, we did not get a clear answer. There was no answer for why the pump was running with no problems indicated. This could dramatically affect pricing. How should this be priced when the scope is clearly undefined?

Q1b. The scope of work mentions bad bearings in Pump #9, but when we inspected the pump it was operating. Which bearing is bad in the pump or is the motor bearing bad?

A1. We do not know which bearing is bad and have no diagnostic report to tell us.

Q2a. Item no. 1 under the scope of work on page 11 indicates chiller no. 1 fault indicator states it has a problem with the controls. When the question was asked if it had been diagnosed and, if so, what was needed to repair it (micro boards, etc.) no clear answer was given. It was only stated that it will not start. Are diagnostics part of this RFQ? If so, how can parts be priced prior to knowing which has failed? This can dramatically affect pricing.

Q2b. How do we know what to quote for Chiller #1? There is no way to tell exactly what is wrong without considerable diagnostic time. If another vendor was paid to diagnose the problem, this puts them at a significant advantage for quoting the repairs.

A2. There have been no diagnostics run for this problem therefore, diagnostics would be required. The Agency cannot say how a contractor should price their bid.

Q3a. The contract period of 5 days for completion from notice to proceed could possibly not be met due to vendor supplied parts. Once notice to proceed is issued, it may be necessary to perform diagnostics as stated in question no. 2 above, then materials ordered, received and work completed. Are vendor delays an exception to the 5 days and the liquidated damages of \$250 per day as stated in the RFQ on page 12?

Q3b. Why does the work need to be completed within 5 days of notice to proceed. If parts are required, it will probably take longer than 5 days to get the parts.

A3. The State reserves the right to impose liquidated damages in accordance with the West Virginia State Code 5A-3-4(8). Demonstrated intent, steady progress to resolve the problem and supplier delays may be considered exceptions by the State.

Q4a. This job could be priced as little as \$500.00 up to an unknown amount. Is the bid bond required for jobs less than \$2,500.00?

Q4b. Do we need to provide a 5% bid bond if the bid is less than \$25K?

A4. A bid bond is required according to the terms and conditions of the RFQ.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 602126420

Date: 11/30/2011

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>ELCO MECHANICAL CORPORATION</u>
Firm Address:	<u>PO BOX 349</u> <u>CHARLES STON WYO 25322</u>
Representative Attending:	<u>WILLIAM ASHBOOTH</u>
Phone Number:	<u>304 346 0546</u>
Fax Number:	<u>304 246 0548</u>
Email Address:	<u>ELCO@SUNBELTMAIL.COM</u>

Firm Name:	<u>ESD</u>
Firm Address:	
Representative Attending:	<u>Anthony Thornton</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Alpha Mechanical Service</u>
Firm Address:	<u>401 27th Street</u> <u>Dunbar WV 25064</u>
Representative Attending:	<u>Randy Barnett</u>
Phone Number:	<u>304 492 0341</u>
Fax Number:	<u>502 400 4941</u>
Email Address:	<u>Randy.Barnett@alpha-service.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Alpha Mechanical</u>
Firm Address:	<u>200 Distribution Dr.</u> <u>Louisville Ky.</u>
Representative Attending:	<u>Gene Bossert</u>
Phone Number:	<u>606-585-5892</u>
Fax Number:	<u>502-400-4957</u>
Email Address:	<u>gene.kessler@alpha-service.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 65D 166 420

Date: 11/30/11

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Firm Name:	<u>Casto Technical Services</u>
Firm Address:	<u>540 Leon Sullivan Way Charleston WV</u>
Representative Attending:	<u>Joe Llanos</u>
Phone Number:	<u>304 346 0549</u>
Fax Number:	
Email Address:	<u>Chris@castotech.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Glaco Inc</u>
Firm Address:	<u>PO Box 460 Curtoven, WV 25510</u>
Representative Attending:	<u>GRANT SPENCER</u>
Phone Number:	<u>304-562-1705</u>
Fax Number:	<u>304-562-0320</u>
Email Address:	<u>gspencer@glaco.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Witro Mechanical</u>
Firm Address:	<u>4300 First Avenue and Slope P.O. Box 875 Witro WV 25143</u>
Representative Attending:	<u>Jason Byrd</u>
Phone Number:	<u>304-204-1800</u>
Fax Number:	<u>304-204-1350</u>
Email Address:	<u>jbyrd@witromech.net</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/16/2011	Net 30 days	To be determined	N/A	N/A

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0001	1	EA		031-13		
<p>CHILLERS, AIR</p> <p style="text-align: center;">REQUEST FOR QUOTATION (RFQ) CONSTRUCTION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) REPAIRS FOR BUILDING 11 (CHILLER PLANT) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 11/30/11 AT 10:00 AM AT THE AGENCY'S LOCATION AT THE 218 CALIFORNIA AVENUE IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TELEPHONE 502-968-0121	DATE December 12, 2011
TITLE President	FEIN 51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/01/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS</p>						

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<p>PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN FIVE CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDORS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TITLE President	TELEPHONE 502-968-0121	DATE December 12, 2011
FEIN 51-0456396		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
GSD126420

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

*802115800 402-400-4601
ALPHA MECHANICAL SERVICE INC

f/k/a A & A Mechanical Service, Inc.
 401 27th Street
 Dunbar, WV 25064

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/16/2011	Net 30 days	To be determined	N/A	N/A

BID OPENING DATE: **12/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TITLE President	FEIN 51-0456396	TELEPHONE 502-968-0121	DATE December 12, 2011
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ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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**Request for
 Quotation**

RFQ NUMBER
GSD126420

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ALPHA MECHANICAL SERVICE INC
 f/k/a A & A Mechanical Service, Inc.
 401 27th Street
 Dunbar, WV 25064

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/16/2011	Net 30 days	To be determined	N/A	N/A

BID OPENING DATE: **12/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓ 12/06/2011</p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TITLE President	FEIN 51-0456396	TELEPHONE 502-968-0121	DATE December 12, 2011
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State of West Virginia
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 Purchasing Division
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**Request for
 Quotation**

RFQ NUMBER
GSD126420

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

***802115800 402-400-4601**
ALPHA MECHANICAL SERVICE INC
 f/k/a A & A Mechanical Service, Inc.
 401 27th Street
 Dunbar, Wv 25064

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/16/2011	Net 30 days	To be determined	N/A	N/A

BID OPENING DATE: **12/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Herman J. Rhodes, Jr.</i> SIGNATURE Herman J. Rhodes, Jr. Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc. COMPANY December 12, 2011 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX; BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Herman J. Rhodes, Jr.</i>	Herman J. Rhodes, Jr.	TELEPHONE 502-968-0121	DATE December 12, 2011
TITLE President	FEIN 51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia
 Department of Administration
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Request for Quotation

RFQ NUMBER
GSD126420

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

***802115800 402-400-4601**
ALPHA MECHANICAL SERVICE INC

f/k/a A & A Mechanical Service, Inc.
 401 27th Street
 Dunbar, WV 25064

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317

DATE PRINTED 11/16/2011	TERMS OF SALE Net 30 days	SHIP VIA To be determined	FOB N/A	FREIGHT TERMS N/A
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BID OPENING DATE: **12/13/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				WV036853		
<p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p>						
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TELEPHONE 502-968-0121	DATE December 12, 2011
TITLE President	FEIN 51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quotation

RFQ NUMBER
GSD126420

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

***802115800 402-400-4601**
ALPHA MECHANICAL SERVICE INC
 f/k/a A & A Mechanical Service, Inc.
 401 27th Street
 Dunbar, WV 25064

SHIP TO

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 11 CHILLER PLANT
 218 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305 304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/16/2011	Net 30 days	To be determined	N/A	N/A
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: KRISTA FERRELL-FILE 21		
				REQ. NO.: GSD126420		
				BID OPENING DATE: 12/13/2011		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				502-400-4900		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		
				Terri Tankersley		
				***** THIS IS THE END OF RFQ GSD126420 *****		
				TOTAL:		\$74.00 per hour for diagnostics

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Herman J. Rhodes, Jr.* TITLE: President
 TELEPHONE: 502-968-0121 DATE: December 12, 2011
 FEIN: 51-0456396 ADDRESS CHANGES TO BE NOTED ABOVE

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

State of West Virginia
Department of Administration

General Services Division
GSD126420 Building 11
HVAC Corrective Repair

REQUEST FOR QUOTATIONS

Building 11 HVAC Corrective Repair
Charleston, West Virginia

Location: West Virginia State Office Building
218 California Avenue
Charleston, West Virginia 25305

For: State of West Virginia
General Services Division
1900 Kanawha Blvd; East
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor
Purchasing Division
P. O. Box 50130
Charleston, West Virginia 25305-0130
Telephone: (304) 558-2596
Fax: (304) 558-4115
Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide HVAC Repair as specified in the attached documents in Building 11 located at 218 California Avenue in Charleston, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

Mandatory Pre-Bid Meeting:

A mandatory pre-bid conference will be held on Wednesday, November 30, 2011 at 10:00 am. Contractors attending the meeting shall assemble in the conference room of Building 11. No parking is provided for attendees by the Agency. See Purchasing Division Request for Quotation for additional information.

Scope of Work:

The work consists of Corrective Repair services to test and repair Chiller #1 and Pump #9 in Building 11.

1. Chiller #1 fault indicator states it is a problem with the controls.
2. Pump #9 (runaround pump) has bad bearings and has automatically shut down.

State of West Virginia
Department of Administration

General Services Division
GSD126420 Building 11
HVAC Corrective Repair

Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Contractor shall coordinate the schedule around the Agency's work requirements.

Contractor shall furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. The intent is that the completed work consists of Chiller #1 and Pump #9 units that are fully operational in Building 11. Contractor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment or material contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

Documents:

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Attachment B: Bid Form

Contract Period:

The Contract shall be completed within **Five (5)** calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Reference Requirement:

Bidders shall supply, with their bid, at least three references indicating their capabilities to perform such work. References shall include the name, location, and HVAC system used in the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work.

Qualifications:

The Contractor shall have the minimum qualifications outlined below to perform the services specified under this Contract. The Contractor shall provide the Agency all documentation of the qualifications in line 1 prior to award (see Bid Form and Section labeled "Reference Requirement" above).

State of West Virginia
Department of Administration

General Services Division
GSD126420 Building 11
HVAC Corrective Repair

1. The Contractor must provide letters of reference for at least three (3) distinct contracts documenting the successful completion of repair and warranty services to pumps and chillers of the type currently serving Building 11 equipment.

Work under this Contract may only be performed by a mechanic who has first provided documentation of certifications and or licensure for the following:

1. Electricians- WV Master Electricians License
2. Plumbers- WV Master Plumbers License
3. HVAC- EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program prior to January 1, 2006

Definitions:

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. "Corrective Repair" shall be defined as repair work performed to correct a malfunction or failure in an HVAC system.
- F. "Holidays" shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- G. "Testing" shall be defined as a function test upon the completion of ordered services to ensure equipment is returned to normal operating mode or to determine if additional repairs are required.

Payment:

Invoices shall be submitted for payment (in arrears) and must include the following information:

State of West Virginia
Department of Administration

General Services Division
GSD126420 Building 11
HVAC Corrective Repair

1. Invoice must include invoice date, service dates, FEIN number, complete address of vendor and Master Contract number.
2. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-68
Attn: Business Manager
Charleston, WV 25305

All work shall be inspected and approved prior to payment.

Supplementary General Conditions:

A. The qualified Contractor shall satisfactorily perform all specified work outlined in the Scope of Work and further described in the drawings, specifications or other attachments. Authorization to perform the work described herein must be approved in writing by issuance of the Notice to Proceed and signed by the Agency Representative.

B. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.

C. The relationship of the Contractor to the Owner 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 Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor will be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility.

D. The Contractor will hold harmless the State, and must provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor will not assign, convey, transfer, sub-contract, 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 Agency.

E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication,

State of West Virginia
Department of Administration

General Services Division
GSD126420 Building 11
HVAC Corrective Repair

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; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

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

H. The Contractor will pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

I. Contractor will be responsible for parts and materials as follows:

- 1) The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal and disposal of all waste and debris from Owner's property as a result of performing this contract.
- 2) Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.
- 3) Unless greater warranties are specified elsewhere in this RFQ, the Contractor shall include a minimum one (1) year labor and materials warranty on all work performed.

J. Any work to be performed to successfully execute the terms of this Contract by a third party or sub-contractor must be pre-approved by the Owner or their Representative or Designee. All such work, after Owners approval, will remain the sole responsibility of the successful bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work as described herein by a third party or sub-contractor.

Bonds and Insurance:

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

General Requirements:

Submittals: N/A

Project Closeout:

State of West Virginia
Department of Administration

General Services Division
GSD126420 Building 11
HVAC Corrective Repair

1. Final cleanup shall be completed prior to final acceptance.
2. Submit warranty documents to Agency Project Manager.
3. Perform final inspection with the Agency Project Manager.

Final Inspection:

The Final Inspection will be conducted by a Project Manager from the Agency. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform to the Contract Documents.

Final payment shall not be made until all work is finally accepted.

Limits of Work:

Work areas will be limited to those spaces required for access to the building.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Use of Facilities:

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

Contractor Schedule:

The Contractor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Contractor shall adhere to schedule provided and coordinate through the Agency Project Manager.

Waste Removal:

The Contractor shall be required to leave the work area clean upon completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

State of West Virginia
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General Services Division
GSD126420 Building 11
HVAC Corrective Repair

Contractor Visitor Badges:

Building 11 is a secure facility. Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

Work Restrictions:

Work shall be generally performed inside the existing building between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager.

This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

Parking:

No parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

Building Access:

The building is available from 7:00 am to 5:00 pm. Extended work hours or schedules may be arranged if acceptable and approved by the agency. This building is a secure location. Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

Safety:

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

State of West Virginia
Department of Administration

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GSD126420 Building 11
HVAC Corrective Repair

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Hot Work Permit:

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

Warranty:

A one year warranty on labor and materials or the manufacturer's warranty, whichever is greater, are required.

State of West Virginia
Department of Administration

General Services Division
GSD126420 Bldg 11 HVAC Corrective
Maintenance

GSD126420 Attachment B: Bid Form

Bidder's Company Name: Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc.

Bidder's Address: 401 27th Street

Dunbar, WV 25064

Remittance Address: 401 27th Street
(if different)

Dunbar, WV 25064

Phone Number: 304-982-0341

Fax Number: 304-766-1008

Email Address: randy.barnett@aamservice.com

WV Contractor's License Number: WV036853

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID (Total to be written in words and numbers)

_____)
(\$ _____)

Alpha Mechanical Service, Inc. will not be able to provide a price per the scope due to the following reasons:

- The questions that were asked and answered provided no clear answers to provide accurate pricing.

Alpha Mechanical Service, Inc. proposes to provide a diagnostic charge of \$74.00 per hour. We will then be able to provide an accurate proposal.


initials

State of West Virginia
Department of Administration

General Services Division
GSD126420 Bldg 11 HVAC Corrective
Maintenance

References

Reference Name: David Crowell
Position: _____
Address: Systems Office, 300 North Main Street, Versailles, KY 40383
Telephone Number: 859-256-3244
Project Name: Full Maintenance
Project Description: Kentucky Community & Technical College System

Reference Name: Lisa Meyer
Position: _____
Address: P.O. Box98129, El Paso, TX 79998
Telephone Number: 812-831-7840
Project Name: Service
Project Description: Sabic Plastics

Reference Name: Mark Messick
Position: _____
Address: 1001 Cherry Blossom Way, Georgetown, KY 40324
Telephone Number: 502-868-4828
Project Name: Service
Project Description: Toyota Georgetown

GSD126420



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF KENTUCKY

COUNTY OF JEFFERSON, TO-WIT:

I, Herman J. Rhodes, Jr., President, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc.; and,
(Company Name)
- 2. I do hereby attest that Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc.
(Company Name)

By: President
Herman J. Rhodes, Jr.

Title: President

Date: December 12, 2011

Taken, subscribed and sworn to before me this 12th day of December, 2011.

By Commission expires March 17, 2013

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. GSD126420

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Alpha Mechanical Service, Inc. f/k/a A & A Mechanical Service, Inc.

Authorized Signature: *Herman J. Rhodes, Jr.* President Date: December 12, 2011
Herman J. Rhodes, Jr., President

State of KENTUCKY

County of JEFFERSON, to-wit:

Taken, subscribed, and sworn to before me this 12th day of December, 2011.

My Commission expires March 17, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC *Jeri S. Tankersley*

