



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

Solicitation

NUMBER

WSH14046

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

RFQ COPY

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DSO Mechanical LLC

515 Third Avenue | PO Box 8482 | South Charleston, WV 25303

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HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
WESTON, WV

26452

304-269-1210

DATE PRINTED

08/29/2013

BID OPENING DATE:

10/03/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF BEHAVIORAL HEALTH AND HEALTH FACILITIES REQUEST A QUOTE TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENTS, SUPPLIES AND TRANSPORTATION TO RENOVATE THE HVAC AT WILLIAM R. SHARPE, JR. HOSPITAL LOCATED AT 936 SHARPE HOSPITAL ROAD, WESTON, WV PER THE DRAWINGS, PLANS AND SPECIFICATIONS.</p> <p>PLANS AND PROJECT MANUAL MAY BE OBTAINED FOR A NON-REFUNDABLE DEPOSIT OF \$750.00 (WHICH INCLUDES SHIPPING AND HANDLING) PER SET. CONTACT THE ARCHITECT FOR THE PROJECT BELOW:</p> <p>ZDS DESIGN/CONSULTING SERVICES 91 SMILEY DRIVE ST. ALBANS, WV 25177 PH: 304-755-0075</p> <p>MANDATORY PRE-BID MEETING: 09/12/2013 AT 9:00 A.M.</p> <p>LOCATION: LOBBY ANNEX WILLIAM R. SHARPE JR. HOSPITAL 936 SHARPE HOSPITAL ROAD WESTON, WV 26452</p> <p>PLEASE PROVIDE TWO (2) CONVENIENCE COPIES WITH BID.</p> <p>BID OPENING IS SCHEDULED ON: 10/03/2013 @ 1:30 P.M. (SEE INSTRUCTIONS TO BIDDERS)</p> <p>10/22/13 01:20:04 PM West Virginia Purchasing Division</p>						

SIGNATURE

TITLE

TELEPHONE

DATE

VP

FEIN

216-152-5016

304-744-8479

10-22-13

ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT A

PRICING PAGES

OWNER: West Virginia Department of Health & Human Resources
Charleston, West Virginia

PROJECT: HVAC Renovations for:
William R. Sharpe, Jr. Hospital - Weston, West Virginia

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents for the sum of:

BASE BID: Twenty Six Million Four Hundred Thirty Five Thousand ⁰⁰/₁₀₀
\$ 26,435,000.00

(Bid amount should be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

Note: Base Bid shall include Cost to provide twenty-four (24) months (from Substantial Completion Date) of Comprehensive Maintenance as detailed in Section 200000A-1.48. The Cost associated with this Comprehensive Maintenance is the sum of:

COMPREHENSIVE MAINTENANCE:

One hundred seventy thousands and 00/100
\$ 170,000.00

(Bid amount should be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail. This sum shall be divided into 24 equal monthly amounts of \$ 7,083.33 and invoiced directly to the WVDHHR project manager each month.)

All work to complete the Renovations as defined on the construction documents must attain Substantial Completion within eight-hundred sixty-seven (867) calendar days and Final Completion within an additional forty-five (45) calendar days for a combined total of nine-hundred twelve (912) calendar days from the Owner's written Notice to Proceed.

The Bidder agrees that all work required, whether temporary or permanent connections, to provide chilled water, heating hot water, domestic hot water, emergency power and other systems up to the new 50-Bed Addition as well as maintain heating and cooling to the occupied portions of the existing facility must be completed no later than March 31, 2014 May 1, 2014. This includes the piping and conduit systems across the roof and coordination of all tie-in's with the Contractor for the 50-Bed Addition Project. The Bidder further agrees that all work necessary to be coordinated and performed within the

ADDENDUM #2 – SEPTEMBER 30, 2013

main kitchen of the facility in conjunction with the Contractor performing the work under the 50-Bed Addition shall be complete no later than ~~March 31, 2014~~ May 1, 2014.

The Bidder agrees that all work required that provides fully functional and permanent chilled water, heating hot water, domestic hot water, emergency power and other systems within the Central Utility Plant for the entire facility shall be complete no later than May 1, 2014.

UNIT PRICES: All Bidders must complete the following unit pricing which can be added or deducted from the contract amount. Refer to Division 1, Section 012200 – "Unit Prices" for detailed requirements regarding unit prices.

Item #1:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "A" Amount = \$ 497.00

Item #2:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "A1" Amount = \$ 532.00

Item #3:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "C" Amount = \$ 591.00

Item #4:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "C1" Amount = \$ 695.00

Item #5:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "F" Amount = \$ 299.00

Item #6:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "F1" Amount = \$ 328.00

Item #7:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "G" Amount = \$ 311.00

Item #8:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "M" Amount = \$ 356.00

Item #9:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "X1" Amount = \$ 288.00

Item #10:

FURNISH AND INSTALL ONE (1) LIGHTING FIXTURE TYPE "X2" Amount = \$ 305.00

ADDENDUM #2 – SEPTEMBER 30, 2013

Item #11:

FURNISH AND INSTALL ONE (1) OCCUPANCY SENSOR:

DESCRIPTION: ONE LIGHTING OCCUPANCY SENSOR
INCLUDING CONDUIT, 100 FEET OF WIRING, COMPLETELY
INSTALLED, TERMINATED AND FULLY OPERATIONAL
ACCORDING TO SPECIFICATION SECTION 260924
"OCCUPANCY SENSORS."

Amount = \$ 220.00

Item #12:

FURNISH AND INSTALL ONE (1) OCCUPANCY SENSOR POWER PACK:

DESCRIPTION: ONE OCCUPANCY SENSOR SYSTEM
POWER PACK/SUPPLY INCLUDING ELECTRICAL POWER
PROVISIONS, CONDUIT, 100 FEET OF WIRING, COMPLETELY
INSTALLED, TERMINATED AND FULLY OPERATIONAL
ACCORDING TO SPECIFICATION SECTION 260924
"OCCUPANCY SENSORS."

Amount = \$ 130.00

Item #13:

FURNISH AND INSTALL ONE (1) OCCUPANCY SENSOR SWITCH PACK:

DESCRIPTION: ONE OCCUPANCY SENSOR SWITCH PACK
INCLUDING CONDUIT, 100 FEET OF WIRING, COMPLETELY
INSTALLED, TERMINATED AND FULLY OPERATIONAL
ACCORDING TO SPECIFICATION SECTION 260924
"OCCUPANCY SENSORS."

Amount = \$ 203.00

ITEM #14:

FURNISH AND INSTALL ONE (1) FIRE ALARM MANUAL PULL STATION:

DESCRIPTION: ONE PULL STATION INCLUDING CONDUIT,
BOX AND 100 FEET OF WIRING, COMPLETELY INSTALLED,
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE
WITH EXISTING DEVICES.

Amount = \$ 565.00

Item #15:

FURNISH AND INSTALL ONE (1) FIRE ALARM SMOKE DETECTOR:

DESCRIPTION: ONE SMOKE DETECTOR INCLUDING CONDUIT,
BOX AND 100 FEET OF WIRING, COMPLETELY INSTALLED,
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE
WITH EXISTING DEVICES.

Amount = \$ 509.00

Item #16:

FURNISH AND INSTALL ONE (1) FIRE ALARM SPEAKER:

DESCRIPTION: ONE SPEAKER INCLUDING CONDUIT, BOX
AND 100 FEET OF WIRING, COMPLETELY INSTALLED,
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE
WITH EXISTING DEVICES.

Amount = \$ 396.00

Item #17:

FURNISH AND INSTALL ONE (1) FIRE ALARM STROBE:

DESCRIPTION: ONE STROBE INCLUDING CONDUIT, BOX
AND 100 FEET OF WIRING, COMPLETELY INSTALLED,
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE
WITH EXISTING DEVICES.

Amount = \$ 396.00

Item #18:

FURNISH AND INSTALL ONE (1) FIRE ALARM SPEAKER/STROBE:

DESCRIPTION: ONE SPEAKER/STROBE INCLUDING CONDUIT,
BOX AND 100 FEET OF WIRING, COMPLETELY INSTALLED,
TERMINATED AND FULLY OPERATIONAL AND COMPATIBLE
WITH EXISTING DEVICES.

Amount = \$ 452.00

Item #19:

PENETRATION FIRESTOPPING – TOP OF FIRE-RATED WALLS:

DESCRIPTION: APPLY ADDITIONAL FIRE-SEALANT AT TOP OF
FIRE-RATED PARTITIONS AS DIRECTED BY THE ENGINEER,
ACCORDING TO SECTION 078413 "PENETRATION FIRESTOPPING."

UNIT OF MEASUREMENT: LINEAR FOOT OF SEALANT

Amount = \$ 16.00

Item #20:

PENETRATION FIRESTOPPING – PENETRATIONS IN FIRE-RATED WALLS:

DESCRIPTION: APPLY ADDITIONAL FIRE-SEALANT AT EACH
PENETRATION IN FIRE-RATED PARTITIONS AS DIRECTED BY
ENGINEER, ACCORDING TO SECTION 078413 "PENETRATION
FIRESTOPPING."

UNIT OF MEASUREMENT: EACH

Amount = \$ 149.00

ADDENDUM #2 – SEPTEMBER 30, 2013

Item #21:

JOINT SEALANT – EXISTING SMOKE PARTITIONS:

DESCRIPTION: APPLY ADDITIONAL SEALANT TO EXISTING
SMOKE PARTITIONS AS DIRECTED BY ENGINEER, ACCORDING
TO SECTION 079200 "JOINT SEALANTS."

UNIT OF MEASUREMENT: LINEAR FOOT OF SEALANT

Amount = \$ 12.00

Item #22:

ACOUSTICAL PANEL CEILINGS – TYPE ACT-1:

DESCRIPTION: INSTALL ADDITIONAL CEILING TYPE ACT-1
AS DIRECTED BY ENGINEER, ACCORDING TO SECTION 095113
"ACOUSTICAL PANEL CEILING."

UNIT OF MEASUREMENT: 100 SQUARE FEET

Amount = \$ 751.00

Item #23:

ACOUSTICAL PANEL CEILINGS – TYPE ACT-2:

DESCRIPTION: INSTALL ADDITIONAL CEILING SYSTEM TYPE
ACT-2 AS DIRECTED BY ENGINEER, ACCORDING TO SECTION
095113 "ACOUSTICAL PANEL CEILING."

UNIT OF MEASUREMENT: 100 SQUARE FEET

Amount = \$ 904.00

Item #24:

PAINTING FOR GYPSUM BOARD SUBSTRATE:

DESCRIPTION: PROVIDE ADDITIONAL PRIMING AND PAINTING
OF GYPSUM BOARD SUBSTRATE AS DIRECTED BY ENGINEER,
ACCORDING TO SECTION 095113 "INTERIOR PAINTING."

UNIT OF MEASUREMENT: 100 SQUARE FEET.

Amount = \$ 156.00

Item #25:

PAINTING FOR CMU SUBSTRATE:

DESCRIPTION: PROVIDE ADDITIONAL PRIMING AND PAINTING
FOR CMU SUBSTRATE AS DIRECTED BY ENGINEER, ACCORDING
TO SECTION 095113 "INTERIOR PAINTING."

UNIT OF MEASUREMENT: 100 SQUARE FEET

Amount = \$ 183.00

ADDENDUM #2 - SEPTEMBER 30, 2013

Item #26:

PATCHING OF EXISTING GYPSUM BOARD:

DESCRIPTION: PROVIDE ADDITIONAL PATCHING OF GYPSUM BOARD OVER EXISTING FRAMING WITH ONE LAYER OF 5/8" TYPE X GYPSUM BOARD, SCREWS, TAPE, MUD, WITH TYPE 2 FINISH, PATCH TO BE SMOKE TIGHT. PATCHING, ACCORDING TO SECTION 092900 "GYPSUM BOARD."

UNIT OF MEASUREMENT: 2'-0" X 2'-0" (4 SQUARE FEET)
PER PATCH

Amount = \$ 241.00

RESPECTFULLY SUBMITTED:

SIGNATURE: Scott Darnold DATE: 10/22/13

NAME: Scott Darnold

FIRM NAME: DSO Mechanical LLC

FIRM ADDRESS: PO BOX 8482 - 515 3rd Avenue
South Charleston WV 25303

TELEPHONE: (304) 744-8479

ADDENDUM #2 – SEPTEMBER 30, 2013

CONTRACT TIME:

Substantial Completion within eight-hundred sixty-seven (867) calendar days from Notice to Proceed.

Final Construction Completion and Owner Acceptance within nine-hundred twelve (912) calendar days from Notice to Proceed.

Contractor's License Number: WV 050370

LIQUIDATED DAMAGES: Refer to the RFQ for Liquidated Damages on this project.

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder shall make a good faith effort to ensure that all the Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.

ADDENDUM #2 – SEPTEMBER 30, 2013

5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
 - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
 - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
 - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The bidder must furnish a copy of their Contractor's Licenses or their Contractor's License Number with their bid. Failure to provide will result in the disqualification of the bid.

END OF SECTION 001120

BID FORM #1

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit) cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress, in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, and undersigned assures that it will complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities" Rev. 7-07; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit) cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor) DSO Mechanical LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C §§ 3801 et seq., apply to this certification and disclosure.

10/22/13

Date


Authorized Signature

Vice President

Title

BID FORM #2

NON-COLLUSION AFFIDAVIT

TO: OWNER THE STATE OF WEST VIRGINIA, Department of Health and Human Resources.

The undersigned bidder, by its officers, agents, or representatives, being duly sworn, on their oaths say that neither they nor any of them, have, in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of the State of West Virginia whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person, in any way or manner, any of the proceeds of the contract sought by this bid.

Scott Darnold VP
(Bidder or Agent)

For: DSO Mechanical LLC

(Firm or Corporation)

Subscribed and sworn to before me by Scott Darnold

this 22 day of October 20, 2013

My commission expires: 7/10/22

Tammy Foley
(Notary Public)

Official Seal
Notary Public, State Of West Virginia
Tammy Foley
David Darnold Company
PO Box 8482
South Charleston WV 25303
My commission expires July 10, 2022

NON-COLLUSION AFFIDAVIT

001129 - 1

Agency WVDHHR
 REQ.P.O# WSH14046

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, DSO Mechanical LLC
 of South Charleston, West Virginia, as Principal, and Western Surety Company
 of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of SD
 with its principal office in the City of Chicago IL, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of 5% of the amount bid (\$) for the payment of which,
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Provide HVAC to 50 bed expansion and renovations at William R. Sharpe Jr.
Hospital

NOW THEREFORE,

(a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
 way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this 21 day of October, 2013.

Principal Seal

DSO Mechanical LLC

(Name of Principal)

By

[Signature]
 (Must be President, Vice President, or
 Duly Authorized Agent)

Vice Pres.
 (Title)

Surety Seal

Western Surety Company

(Name of Surety)

[Signature]
 Attorney-in-Fact

Mary E. Brenner

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
 must attach a power of attorney with its seal affixed.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James C Althans, John S Althans, Mary E Brenner, Patricia N Skalla, Stacey Mc Guigan,
Susan C Barriball, Individually**

of Chagrin Falls, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of March, 2013.



WESTERN SURETY COMPANY

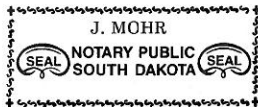

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015




J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of October, 2013.



WESTERN SURETY COMPANY


L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2011

ASSETS

Bonds	\$1,403,423,957
Stocks	22,726,363
Cash and short-term investments	66,852,340
Uncollected premiums and agents' balances	34,207,619
Funds held by or deposited with reinsured companies	13,980,081
Net deferred tax asset	25,802,839
Investment income due and accrued	17,647,175
Other assets	<u>2,489,406</u>
Total Assets	<u>\$1,587,129,780</u>

LIABILITIES AND SURPLUS

Losses	\$296,352,421
Loss adjustment expense	82,551,462
Contingent and other commissions payable	5,246,025
Other expense	28,831,919
Taxes, licenses and fees	1,925,642
Federal and foreign income taxes payable	5,637,067
Unearned premiums	247,814,064
Other liabilities	<u>29,286,547</u>
Total Liabilities	697,645,147

Surplus Account:

Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Special Surplus	7,321,616	
Unassigned funds	<u>701,727,785</u>	\$889,484,633
Surplus as regards policyholders		<u>\$1,587,129,780</u>
Total Liabilities and Capital		

I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy M. Smith
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15

Kathleen Schroeder
Notary Public

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV050370

Classification:

GENERAL BUILDING
HEATING, VENTILATING & COOLING
PLUMBING

DSO MECHANICAL LLC
DBA DSO MECHANICAL LLC
515 THIRD AVENUE
SOUTH CHARLESTON, WV 25303

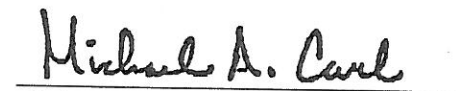
Date Issued

JANUARY 09, 2013

Expiration Date

JANUARY 09, 2014


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



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

Solicitation

NUMBER

WSH14046

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
WESTON, WV

26452

304-269-1210

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DATE PRINTED
08/29/2013

BID OPENING DATE: 10/03/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		031-06		
				PROVIDE HVAC TO 50 BED EXPANSION AND RENOVATION TO		
0002	2	YR		031-06		170,000.00
				24 MONTH COMPREHENSIVE MAINTENANCE FROM SUBSTANTIAL		
***** THIS IS THE END OF RFQ WSH14046 ***** TOTAL:						

Per Bid Form in addendum 2

SIGNATURE
[Signature]

TELEPHONE
304-744-8479

DATE
10-22-13

TITLE
V P

FEIN
46-152-3014

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Scott Darnold, after being first duly sworn, depose and state as follows:

1. I am an employee of DSO Mechanical LLC; and,
(Company Name)
2. I do hereby attest that DSO Mechanical LLC
(Company Name)

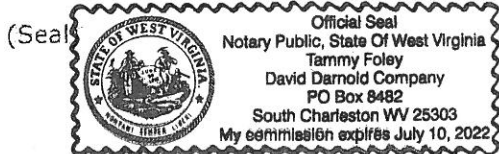
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.


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

By: 
Title: Vice President
Company Name: DSO Mechanical LLC
Date: 10/22/13

Taken, subscribed and sworn to before me this 22 day of October, 2013.

By Commission expires 7/10/22




(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. WSH14046STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: 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 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.

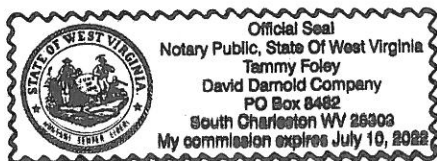
WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Scott DarnoldAuthorized Signature: *Scott Darnold* Date: 10/22/13State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 22 day of October, 2013.My Commission expires 7/10, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

Tammy Foley

Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DSO Mechanical LLC

(Company)



(Authorized Signature)

Scott Darnold - Vice President

(Representative Name, Title)

304-744-8479

304-744-8491

(Phone Number)

(Fax Number)

10/22/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH14046

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

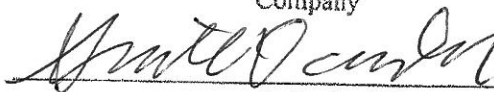
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

DSO Mechanical LLC

Company



Authorized Signature

10/22/13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/9/2012