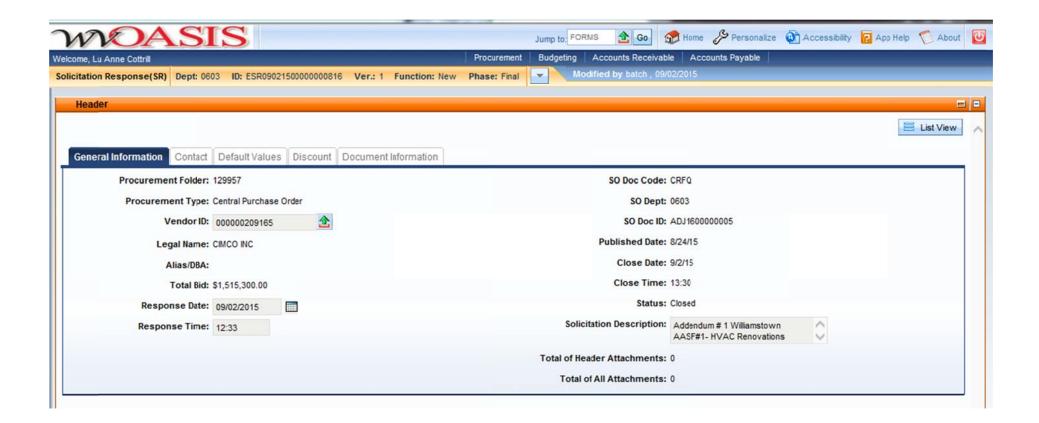


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# **State of West Virginia Solicitation Response**

Proc Folder: 129957

Solicitation Description: Addendum # 1 Williamstown AASF#1- HVAC Renovations

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-02 13:30:00	SR 0603 ESR09021500000000816	1

VENDOR	
00000209165	
CIMCO INC	

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue Unit Price	Ln Total Or Contract Amount	
1	Contract Item#1- Base Bid			\$1,200,000.00	

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 1- Base Bid- Labor, materials, and all associated costs to renovate the HVAC systems at the Williamstown AASF#1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Item#2- Alternate No. 1				\$8,300.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 2- Alternate No. 1- Ductwork cleaning, contractor to hire a Third Party Company to clean the existing ductwork, per instructions and construction documents.

Line	Comm Ln Desc	Qty	Unit Issue Unit Price	Ln Total Or Contract Amount
3	Contract Item#3- Alternate No. 2			\$117,000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 3- Alternate No. 2- replace existing heat shields and flex hose from tube heaters, per instructions and construction documents.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Contract Item#4- Alternate No.3				\$24,500.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 4- Alternate No. 3- Re-locate exisiting Split Air Conditioning Systems per instructions and construction documents.

Line	Comm Ln Desc	Qty	Unit Issue Unit Price	Ln Total Or Contract Amount
5	Contract Item#5- Alternate No. 4			\$80,500.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 5- Alternate No. 4- Construct Compressor Room and Relocate the Fire Protection air compressor from the Mechanical Equipment Room to the new Compressor Room per the instructions and construction documents.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Contract Item#6- Alternate No. 5				\$85,000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 6- Alternate No. 5- Replace the existing toilet room exhaust fans (total of 4) and replace exhaust fan then install make up air unit for Paint Shop per instructions and construction documents.

unit.

# **Proposal Form**

# WEST VIRGINIA ARMY NATIONAL GUARD WILLIAMSTOWN AASF1 – HVAC RENOVATIONS RE-BID Project No: McKinley Project No. 14032.01

NAME OF BIDDER:	CIMCO Inc.		
Documents and also having project hereby proposes to	fter called Bidder, being familia g examined the site and being fami o furnish all labor, material, equip- ance with the Bidding Documents w	liar with all local conditions affect ment, supplies and transportation	ing the
BASE BID			
One Million Two Hundred	Thousand Dollars	(\$_1,200,000.00	. )
	(Show Amount in both words an	d numbers)	
(In the event of a difference govern.)	e between the written amount and the	e number amount, the written amoun	nt shall
<u>ALTERNATES</u>			
ALTERNATE NO. 1: Du the existing ductw	ctwork Cleaning – Contractor to ork.	hire a Third Party Company to	clean
	oth words and numbers; in the event ords shall govern)	(\$ 8,300.00 of a discrepancy between the words	) s and
hose(s) on the heat new units, B-vent p	move existing heat shields and flex ers. Install (2) new air rotation unitablying from units through wall, louve provide a complete system.	ts, new gas piping from existing m	nain to
	Hundred Seventeen Thousand Dolloth words and numbers; in the event ords shall govern)		s and
Storage Room, Roo	ocate the Split System Air Condition om 131 to the Maintenance Shop locateders from within the Maintenance S	ated east of the Main Building. Insta	

Relocate one (1) indoor Split System A/C wall unit and the exterior condensing unit from the Tools, Parts, & Equipment Room, Room 116 to Mechanical Equipment 105. Install new electrical

reinstall, and fully charge the refrigerant lines. Shorten length of refrigerant lines as necessary to locate outdoor condensing unit as directed by Site Personnel. The HVAC work is shown on various H drawings. This work consists of two (2) indoor units and one (1) outdoor condensing

supply feeders as shown on Sheet E1.01. Evacuate, reinstall, and fully charge the refrigerant lines. Shorten length of refrigerant lines as necessary to locate outdoor condensing unit as directed by Site Personnel. The HVAC work is shown on various H drawings. Turn the remaining indoor unit over to the Owner.

Add Deduct Twenty Four Thousand Five Hundred Dollars (\$ 24,500.00 (Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

ALTERNATE NO. 4: Construct Compressor Room as shown on Architectural Sheet A1.01 Install air intake & exhaust louvers as shown on Sheet H1.01 and power and lighting as shown on Sheet E1.01.

Relocate the Fire Protection air compressor from Mechanical Equipment Room, Room 105 to the new Compressor Room. Extend power from the existing room to the Compressor Room as shown on Sheet E1.01.

Add Deduct Eighty Thousand Five Hundred Dollars (\$ 80,500.00 (Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

ALTERNATE NO. 5: Replace the existing toilet room exhaust fans (total of 4), as shown. Replace exhaust fan and install make-up air unit for Paint Shop, as shown.

Add/Deduct Eighty Five Thousand Dollars (\$ 85,000.00 (Show amount in both words and numbers; in the event of a discrepancy between the words and the numbers, the words shall govern)

#### CONTRACT AWARD

The contract is intended to provide the agency with a purchase price for the Contracted Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item(s) #2 Add Alternate No. 1, #3 Add Alternate No. 2, #4 Add Alternate No. 3, #5 Add Alternate No. 4, #6 Add Alternate No. 5 will be awarded if funds are available. Owner will select Alternate Bid Items in the order they are presented in the bid documents, and the Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project.

### **TIME OF COMPLETION**

The contractor agrees to commence the work upon receiving a Notice to Proceed and complete the work within one-hundred eighty (180) days. In the event the work is not completed within the time period stated above, the Contractor shall pay the Owner as liquidated damages, the sum of \$500.00 per day until substantial completion is achieved.

The Contractor further agrees to be bound by the final payment, retainage and Post-Substantial Completion Liquidated Damages provisions of Paragraph 9.10.2 of the Supplementary Conditions, and to be liable for and pay to the Owner, if assessed, Post-Substantial Completion Liquidated Damages as stated.

# **ACCEPTANCE PERIOD**

The undersigned agrees that his proposal will be valid and enforceable for sixty (60) days and, if authorized to proceed within that period, will execute a formal contract with the Owner as prescribed in the bidding documents.

# TAXES/PERMITS

The Contractor affirms that all Federal, State and Local Taxes and Permits of whatever character or description are included in this Proposal.

### **ADDENDA**

The undersigned Bidder confirms that the costs for all issued Addenda are included in this Bid, and hereby acknowledges receipt of the following Addenda covering revisions to the Bidding Documents:

Addendum No	1	_Dated_	8-24-15	
Addendum No.		Dated		_
Addendum No.		Dated		_

# ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER

Street 2336 Virginia Ave.

The undersigned Bidder does hereby designate the address given below as the legal address to which all notices, directions or other communications may be served or mailed.

City_	Hurricane	Sta	te	W
The unde	rsigned Bi	dder does hereby declare that the	oidder has	the legal status checked below:
- - -	×	_Individual _Co-Partnership _Corporation Incorporated under the laws of the State of _ W	/est Virgi	nia
The Nam	es and add	resses of all persons indicated as p	artners ir	this Proposal are as follows:

The proposal is submitted in the name of:

Mitchell Smith
By Mitchell Smalls (Signature)
Signed and Sealed this 2nd day of September, 2015
Contractor License Number: WV025512
SIGNATURE OF BIDDER
Name of Firm: CIMCO Inc
Address: 2336 Virginia Ave.
City/ State/ Zip Hurricane, WV 25526
Phone No. ( <u>304</u> ) <u>562-0121</u>
Fax No. ( 304 ) 562-0320
Email Address: msmith@cimcowv.com
By: Mitchell Smith
Signature: Muthel & mile
Signed and Sealed this <u>2nd</u> day of <u>September</u> , 2015

END OF PROPOSAL FORM

# **BID BOND**

	KNOW ALL MEN BY THE	SE PRESENTS TI	hat we the undersigned	Cimco, Inc.	
	of P. O. Box 480	Cullo	oden, WV 25510-04	30 , as Principal, and	Great American Insurance Company
	of 301 E 4th Street	Cincinnati, OH	45242, a corporation	organized and existin	ng under the laws of the State of
Ohio			Cincinnati	, as Surety, are he	eld and firmly bound unto the State
of West	Virginia, as Obligee, in the	penal sum of Five I	Percent of Total Amount E	id (\$5%	) for the payment of which,
well and	truly to be made, we joint	y and severally bind	d ourselves, our heirs, ac	lministrators, executo	rs, successors and assigns.
	The Condition of the above	e obligation is such	that whereas the Princip	oal has submitted to t	he Purchasing Section of the
					enter into a contract in writing for
CRFQ	0603 ADJ1600000005	- Williamstown A	ASF#1-HVAC Reno	vations	
		·			
	NOW THEREFORE,				
	<ul><li>(a) If said bid shall be rej</li><li>(b) If said bid shall be ac</li></ul>		cipal shall enter into a c	ontract in accordance	with the bid or proposal attached
hereto a	and shall furnish any other l	conds and insurance	e required by the bid or i	proposal, and shall in	all other respects perform the se this obligation shall remain in full
force an	ent created by the acceptal id effect. It is expressly uni	derstood and agree	d that the liability of the s	Surety for any and all	claims hereunder shall, in no event,
exceed	the penal amount of this of	oligation as herein s	tated.		
	The Surety, for the value paired or affected by any ex otice of any such extension	tension of the time	pulates and agrees that within which the Obligee	the obligations of said may accept such bid	d Surety and its bond shall be in no , and said Surety does hereby
	IN WITNESS WHEREOF	. Principal and Sure	ty have hereunto set the	ir hands and seals, ar	nd such of them as are corporations
have ca	used their corporate seals	•	-		
- 2થવં	_day of September	<u>,</u> 20 <u>15</u>	•		
formoipa	il Corporate Seal			Cimco, Inc.	
				m	(Name of Pancipal)
				By //WM	ills mers
					(Must be President or Vice President)
				PAES	INEN7
					(Title)
Surafu /	Corporate Seal			Great American	Insurance Company
on ety t	ociporate Seai				(Name of Surety)
				$\sim$	$\sim \Lambda_A$
				- UU 10	( ) UX
				CATTO	Attorney-in-Fact
				$\cdot$ $\cdot$ $\cdot$ $\cdot$	•

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20211

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

Address

Limit of Power

JEFFERY O'DELL

RICHARD L. HIGGINBOTHAM ALL OF

ALL

C. DAVID THOMAS

ROSEANN B. DYE-SMALLEY CHARLESTON, WEST VIRGINIA

\$75,000,000

ROBIN M. HUBBARD-SHERROD

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate day of

officers and its corporate seal hereunto affixed this

**AUGUST** 

2011

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this

10TH day of **AUGUST** 

2011 , before me personally appeared DAVID C. KITCHIN, to me

known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-16 aren R. Grochein

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I. STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

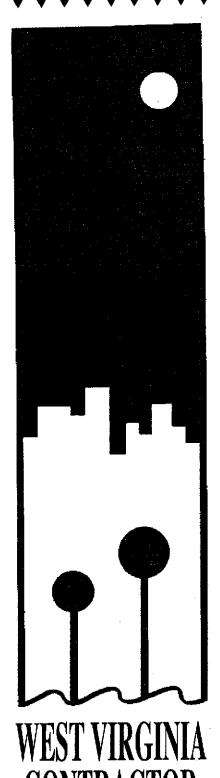
Signed and sealed this

2nd

day of

September





# **CONTRACTOR LICENSE**

Authorized by the

# West Virginia Contractor Licensing Board

Number:

WV025512

# Classification:

ELECTRICAL HEATING, VENTILATING & COOLING PIPING PLUMBING

CIMCO INC DBA CIMCO INC PO BOX 480 CULLODEN, WV 25510

**Date Issued** 

**Expiration Date** 

MAY 09, 2015

MAY 09, 2016

Mildell R. Smith

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 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:**

WITNESS THE FOLLOWING SIGNATURE:

Carmela Redman Cimco Inc 2336-Virginia Ave Hurricane WV 25526

My Commission Expires Aug. 13, 2018 =

"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 fallure 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 exceed 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.

# CIMCO Inc Vendor's Name: 9-2-15 **Authorized Signature** Date: State of County of nd Taken, subscribed, and sworn to before me this day of My Commission expires **NOTARY PUBLIC** AFFIX SEAL HERE sed 07/01/2012) Purchasing Affidavit (Revi OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC



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

# STATE OF WEST VIRGINIA, Putnam COUNTY OF \_\_, TO-WIT: \_\_\_\_\_, after being first duly sworn, depose and state as follows: I, Mitchell Smith I am an employee of \_\_\_\_\_CIMCO inc. \_\_; and, 1. (Company Name) I do hereby attest that \_\_\_\_CIMCO inc. 2. (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 Title: President Company Name: CIMCO Inc. Taken, subscribed and sworn to before me this \_Q By Commission expires OFFICIAL SEAL STATE OF WEST VIRGINIA (Seal) Ξ NOTARY PUBLIC Carmela Redman Cimco Inc 2336 Virginia Ave VINNINGTHE SEIBMITTED WITH THE BID IN ORDER TO COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAY

BID SHALL RESULT IN DISQUALIFICATION OF THE BID.