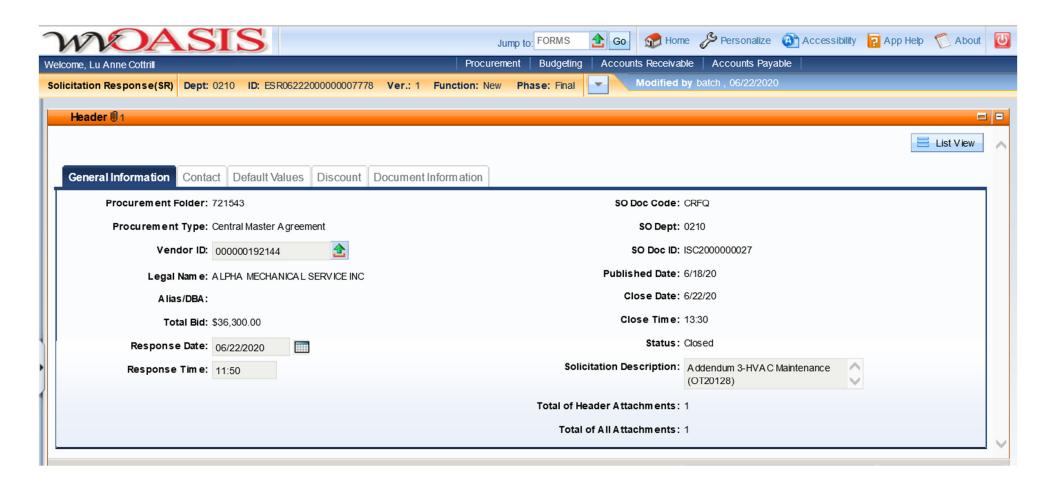


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder: 721543

Solicitation Description: Addendum 3-HVAC Maintenance (OT20128)

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-22 13:30:00	SR 0210 ESR06222000000007778	1

VENDOR

000000192144

ALPHA MECHANICAL SERVICE INC

Solicitation Number: CRFQ 0210 ISC2000000027

Total Bid: \$36,300.00 **Response Date:** 2020-06-22 **Response Time:** 11:50:40

Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246 jessica.s.chambers@wv.gov

Signature on File 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	HVAC Maintenance - See Pricing Page Exhibit B	1.00000	EA	\$36,300.000000	\$36,300.00

Comm Code	Manufacturer	Specification	Model #	
72151201				
Extended Descrip	otion: HVAC Maintenan	ce - See Exhibit B		

Comments: None



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

State of West Virginia Request for Quotation 09 — Construction

Proc Folder: 721543

Doc Description: Addendum 3-HVAC Maintenance (OT20128)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-18	2020-06-22 13:30:00	CRFQ 0210 ISC2000000027	4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

VENDOR

US

Vendor Name, Address and Telephone Number:

Alpha Mechanical Service, Inc. 7200 Distribution Drive Louisville, KY 40258

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246 jessica.s.chambers@wv.gov

Signature X

CTO

FEIN # 51-0456396

DATE 6/22/2020

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum No. 03

The purpose of this addendum is to address all technical questions received.

No other changes.

NVOICE TO		SHIP TO			
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS		
1900 KANAWHA BLVD E	, BLDG 5 10TH FLOOR				
CHARLESTON	WV25305	No City	WV 99999		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC Maintenance - See Pricing Page Exhibit B	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
72151201				

Extended Description:

HVAC Maintenance - See Exhibit B

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	No Mandatory Prebid	2020-06-01
2	Technical Question Deadline at 9 AM (EST)	2020-06-08
3	Bid Opening	2020-06-15
4	See above	2020-06-15

	Document Phase	Document Description	Page 3
ISC2000000027	Final	Addendum 3-HVAC Maintenance	of 3
		(OT20128)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ISC2000000027 Addendum Number: No.03

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

("Solicitation") to reflect the change(s) identified and described below.
Applicable Addendum Category:
[] Modify bid opening date and time
[Modify specifications of product or service being sought
[] Attachment of vendor questions and responses
[Attachment of pre-bid sign-in sheet
[Correction of error
[] Other
Description of Modification to Solicitation:
Addendum issued to publish and distribute the attached documentation to the vendor community.
1. The purpose of this addendum is to address all technical questions.
No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0210 ISC 20000027

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.

[X]	Addendum No. 1	[]	Addendum No. 6		
[x]	Addendum No. 2	Ţ]	Addendum No. 7		
[x]	Addendum No. 3	[J	Addendum No. 8		
[]	Addendum No. 4	I]	Addendum No. 9		
[]	Addendum No. 5]]	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.						

Addendum Numbers Received:

(Check the box next to each addendum received)

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

6/22/2020

Alpha Mechanical Service, Inc.

Company

Date

SOLICITATION NUMBER: CRFQ ISC2000000027 Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[4	[]	Modify bid opening date and time
[l	Modify specifications of product or service being sought
[l	Attachment of vendor questions and responses
[l	Attachment of pre-bid sign-in sheet
[l	Correction of error
[1	Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend bid opening date one week to give the agency time to address all technical questions received.

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)	
John Jennings Regional Account Executive	
(Printed Name and Title)	
7200 Distribution Drive Louisville, KY 40258	
(Address)	
888-212-6324/866-296-8035	
(Phone Number) / (Fax Number)	
john.jennings@aamservice.com	
(email address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

ALPHA MESHANICAL SERVICE, INC.	
(Company)	
(Authorized Signature) (Representative Name, Title)	
Herman J. Rhodes, Jr./ President	
(Printed Name and Title of Authorized Representative)	
6/15/2020	
(Date)	
888-212-6324/866-296-8035	
(Phone Number) (Fax Number)	

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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)
✓ Addendum No. 1 ✓ Addendum No. 2 ✓ Addendum No. 3 ☐ Addendum No. 4 ☐ Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal rep discussion held between Vendor's rep	receipt of addenda may be cause for rejection of this bid resentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only dded to the specifications by an official addendum is
Alpha Mechanical Ser	vice, Inc.
Company	
Authorized Signature	
6/15/2020	
Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION HVAC Maintenance (OT20128)

12. VENDOR DEFAULT:

- 12.1 The following shall be considered a default under this Contract.
 - **12.1.1** Failure to perform Contract Services in accordance with the requirements contained in herein.
 - **12.1.2** Failure to comply with other specifications and requirements contained herein.
 - **12.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 12.1.4 Failure to remedy deficient performance upon request.
- 12.2 The following remedies shall be available upon default.
 - **12.2.1** Cancellation of the Contract.
 - 12.2.2 Cancellation of one or more release orders issued under this Contract.
 - 12.2.3 Any other remedies available in law or equity.

13. MISCELLANEOUS:

13.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	John Jennings
Telephone Number:	304-550-5289
Fax Number:	866-296-8035
Email Address:	_john.jennings@aamservice.com

REQUEST FOR QUOTATION HVAC Maintenance (OT20128)

EXHIBIT B - PRICING PAGES

Preventive Maintenance:

**** Please see Exhibit A for Equipment List. Please insert the Total Price for the Preventative Maintenance of all HVAC Equipment listed.

Monthly Charge	X	12 months	=	Total Yearly Charge
\$ <u>2,070.00</u>	x	12	= 1	\$_24,840.00
Corrective Maintenance:				
Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$_90.00	X	100	=	\$_9,000.00
Estimated Parts Cost \$2,000.00	X	Multiplier	=	Total Parts Cost
\$2,000.00	Х	1.25	=	\$_2,500.00
		Total Cost *		\$_36,300.00

^{*} Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.



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

SIAIL	OF WEST VIRGINIA,
COUNT	TY OF Kanawha , TO-WIT:
I, <u>Herm</u>	nan J. Rhodes, Jr, after being first duly sworn, depose and state as follows:
1. I	am an employee of Alpha Mechanical Service, Inc. ; and, (Company Name)
2. I	do hereby attest that Alpha Mechanical Service, Inc.
	(Company Name)
m p	naintains a written plan for a drug-free workplace policy and that such plan and olicy are in compliance with West Virginia Code §21-1D.
The abo	ve statements are sworn to under the penalty of perjury.
	Printed Name: _ Herman J. Rhodes, Jr.
	Signature:
	Title: <u>President</u>
	Company Name: Alpha Mechanical Service, Inc.
	Date:6/15/2020
Гаken, s	ubscribed and sworn to before me this <u>15</u> day of <u>June</u> , <u>2020</u> .
By Comn	mission expires 4/1/2024
Seal)	Kynpy171 Kimbrilly Sawryonoho (Notary Public)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the under	Signed. Alpha Mechanical Service. Inc.
of 7200 Distribution Drive, Louisville, KY 40258	, as Principal, and Harco National Insurance Company
of702 Oberlin Road, Raleigh, NC 27605-0800, a corp	oration organized and existing under the laws of the State of
Illinois with its principal office in the City of Raleigh	, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum ofFive Percent of Amoun	t Bid (\$ 5% of Amount Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our h	eirs, administrators, executors, successors and serious
and the same and t	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
HVAC Maintenance - (OT20128)	a partition, to enter into a contract in witting for
NOW THEREFORE,	
(a) If said bid shall be rejected, or	
(b) If said bid shall be accepted and the Dringing at the	I enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance require the agreement created by the acceptance of said bid, then this obligation	ed by the bid or proposal, and shall in all other respects perform
full force and effect. It is expressly understood and agreed that the light	n shall be null and void, otherwise this obligation shall remain in
event, exceed the penal amount of this obligation as herein stated.	only of the Surety for any and all claims hereunder shall, in no
The Country Country	
The Surety, for the value received, hereby stipulates and agree way impaired or affected by any extension of the time within which the	es 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 waive notice of any such extension.	Obligee may accept such bid, and said Surety does hereby
William College	
WITNESS, the following signatures and seals of Principal and S	Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 15th	day of, 2020 .
Principal Seal	Alpha Mechanica Service, Inc.
	(Name of Pingipal)
	By
W 30 F-4	Must be President, Vice President, or
Assert11 12	Duly Authorized Agent)
	President
	(Title)
Surety Seal	w
and the second s	Harco National Insurance Company
	(Name of Surety)
	1 11-1
	Tahitia M. Fry Attorney-in-Fact

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.

N/A

POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

LAURA M. BUHRMESTER, EVAN D. SIZEMORE, CHARISSA D. LECUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, MEGAN L. BURNS-HASTY, CHARLES R. TETER III, MARY T. FLANIGAN, PATRICK T. PRIBYL, CHRISTY M. BRAILE, JEFFREY C. CAREY, DEBRA J. SCARBOROUGH

Kansas City, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 15, 2020