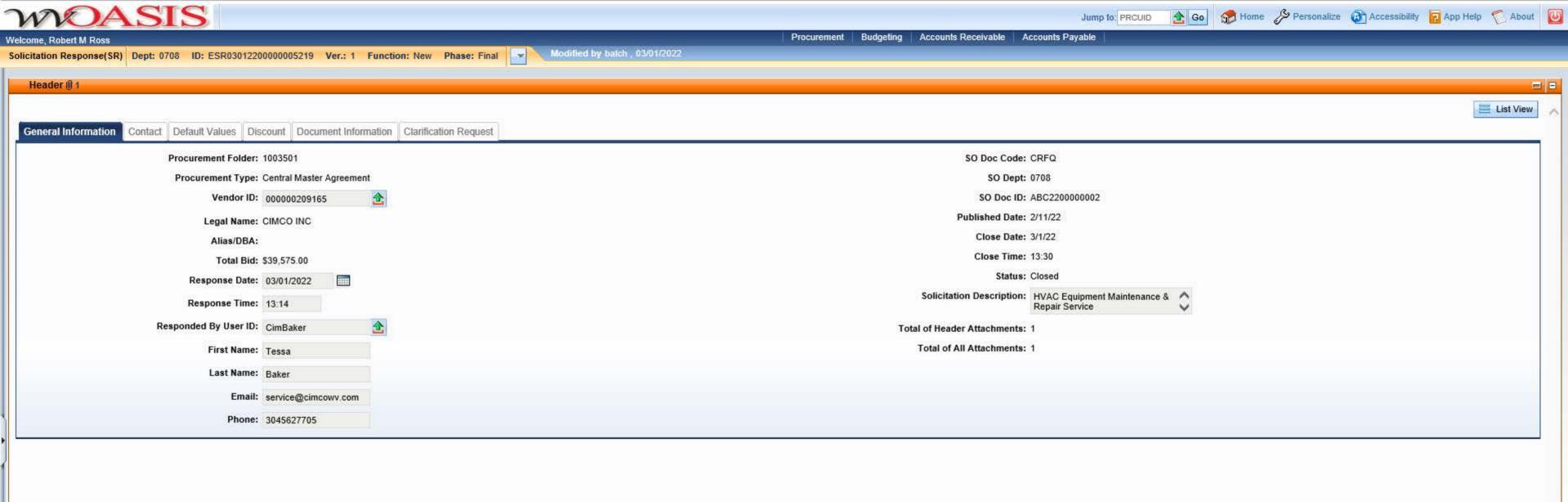


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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:

1003501

Solicitation Description:

HVAC Equipment Maintenance & Repair Service

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2022-03-01 13:30
 SR 0708 ESR03012200000005219
 1

VENDOR

000000209165 CIMCO INC

Solicitation Number: CRFQ 0708 ABC2200000002

Total Bid: 39575 **Response Date:** 2022-03-01 **Response Time:** 13:14:06

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Mar 1, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|--------------|-----------------------------|
| 1 | HVAC Equipment Preventive Maintenance & | 1.00000 | EA | 39575.000000 | 39575.00 |
| | Repair | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 72101500 | | | | |
| | | | | |

Commodity Line Comments:

Extended Description:

HVAC Equipment Preventive Maintenance and Repairs. *SEE ATTACHED EXHIBIT C COST SHEET.

 Date Printed:
 Mar 1, 2022
 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia **Centralized Request for Quote** Service - Prof

Proc Folder: 1003501 Reason for Modification: Doc Description: HVAC Equipment Maintenance & Repair Service **Proc Type:** Central Master Agreement Solicitation No Version **Solicitation Closes Date Issued** 2022-02-11 2022-03-01 13:30 CRFQ 0708 ABC2200000002 **BID RECEIVING LOCATION BID CLERK** DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US **VENDOR Vendor Customer Code:** Vendor Name: Cimco Inc. 2336 Virginia Avenue Address: Hurricane WV 25526 Street: 304-562-7705 City: Country: Zip: State: **Principal Contact: Vendor Contact Phone: Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III (304) 558-2306

joseph.e.hageriii@wv.gov

Vendor Signature X 55-0749511 DATE 3/1/2022

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

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Alcohol Beverage Control Administration to establish an open-end contract for HVAC Maintenance at the Agency's Warehouse Distribution Center located at 97 Independent Avenue, Hub Industrial Park, Nitro, WV 25143. In accordance with W. Va. Code 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders per the attached specifications and terms and conditions.

| INVOICE TO | | SHIP | ГО | |
|-------------------------------------|----|--------|----------------|--------|
| ALCOHOL BEVERAGE CONTROL COMMISSION | | ABCA | WAREHOUSE | |
| 4TH FLOOR | | HUB II | NDUSTRIAL PARK | |
| 900 PENNSYLVANIA AVE | | 97 INC | EPENDENT AVE | |
| CHARLESTON | WV | NITRO | M | \sim |
| US | | US | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1 | HVAC Equipment Preventive Maintenance & Repair | 1.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 72101500 | | | | |
| | | | | |

Extended Description:

HVAC Equipment Preventive Maintenance and Repairs. *SEE ATTACHED EXHIBIT C COST SHEET.

SCHEDULE OF EVENTS

<u>Line</u> <u>Event</u> <u>Event Date</u>

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- **2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

| 3. PREBID MEETING: The item identified below shall apply to this Solicitation. |
|--|
| A pre-bid meeting will not be held prior to bid opening |
| A MANDATORY PRE-BID meeting will be held at the following place and time: |

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 02/18/2022 @ 4:00 PM ET

Submit Questions to: Josh Hager 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Joseph.E.HagerIII@wv.gov

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- **6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: HVAC Equipment Maintenance & Repair Service

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0708 ABC2200000002

BID OPENING DATE: See next page BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 03/01/2022 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- **8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- **13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- **20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- **21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- **24. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

Subcontractor List Submission (Construction Contracts Only)

| Bidder's Name: CIMCO, TAC | | | | |
|---|--|--|--|--|
| Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project. | | | | |
| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. | | | |
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Attach additional pages if necessary

| Contract Administrator and the initial point of contact for matters relating to this Contract. |
|---|
| Josh Stephenson MILLE VP |
| (Name, Title) |
| (Printed Name and Title) |
| 2336 Virginia Ave. Hurricane W.V. 25526 |
| (Address) |
| (304) 363-1105 (304) 397-4178 (Phone/Number) / (Fax Number) |
| Stephen son Cimco (N. 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. |
| By signing below, I further certify that I understand this Contract is subject to the |
| provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law. |
| CIMCO Tue |
| (Company) |
| MAIN VP |
| (Authorized Signature) (Representative Name, Title) |
| Josh Stephenson VP |
| (Printed Name and Title of Authorized Representative) |
| 3/1/2022 |
| (Date) |
| (304)562-7705/(304)397-4/178 |
| (Phone Number) (Fax Number) |

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRQM ABC2200000002

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 rece | eived) |
|---|---|
| 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 represendiscussion held between Vendor's represent | ipt of addenda may be cause for rejection of this bid ntation made or assumed to be made during any oral tatives and any state personnel is not binding. Only to the specifications by an official addendum is |
| CIMCO, Inc. | |
| Company | |
| Authorized Signature | |
| 3/1/2022 | |
| Date / / | |

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

REQUEST FOR QUOTATION **HVAC Equipment Maintenance & Repair Service**

EXHIBIT C - PRICING PAGES

Preventive Maintenance:

Quarterly Charge
$$x$$
 4 Quarters = Total Yearly Charge

$$$1,618.76$$
 x 4 = $$6,075.00$

Corrective Maintenance:

$$\frac{100,00}{200}$$
 x 200 = $\frac{20,000,00}{200}$

^{*} Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost. (Vendor should enter total cost into commodity line of Oasis)

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

| Contract Number: Contract Purpose: Agency Requesting Work: Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report. Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided; Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; Average number of employees in connection with the construction on the public improvement; Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | <u>Cont</u> | ract Identification: | |
|--|-------------|--|---|
| Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report. Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided; Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; Average number of employees in connection with the construction on the public improvement; Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | Contr | act Number: | |
| Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report. Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided; Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; Average number of employees in connection with the construction on the public improvement; Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | Contr | act Purpose: | |
| □ Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided; □ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; □ Average number of employees in connection with the construction on the public improvement; □ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | Agen | D | |
| Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; □ Average number of employees in connection with the construction on the public improvement; □ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | Si louit | d check each box as an indication that the required information | ation has been included in the attached report. |
| Average number of employees in connection with the construction on the public improvement; Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | Ц | Information indicating the education and training service 21-1D-5 was provided; | to the requirements of West Virginia Code § |
| Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | | Name of the laboratory certified by the United States Dep successor that performs the drug tests; | partment of Health and Human Services or its |
| (D) Random. | | Average number of employees in connection with the cor | nstruction on the public improvement; |
| Vendor Contact Information: | | negative tests: (A) Pre-employment and new hires; (B) R | number of positive tests and the number of deasonable suspicion; (C) Post-accident; and |
| | Vendo | or Contact Information: | |
| Vendor Name: CIMCO, TAC. Vendor Telephone: CO4)562-7705 Vendor Address: 334 Virginia Ave. Vendor Fax: 304)397-4/78 Vendor F-Mail: Steelings on Colomon WCM | | 7221 1 | |



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

| 1/1/1/ |
|--|
| I,, after being first duly sworn, depose and state as follows: |
| 1. I am an employee of; and, (Company Name) |
| 2. I do hereby attest that(Company Name) |
| maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D. |
| The above statements are sworn to under the penalty of perjury. |
| Printed Name: Josh Stephenson |
| Signature: |
| Title: Vice President |
| Company Name: CIMCO, Inc. |
| Date: 3/1/2022 |
| ′/ |
| STATE OF WEST VIRGINIA, |
| COUNTY OF YUTOM, TO-WIT: |
| Taken, subscribed and sworn to before me thisday of |
| By Commission expires July 19 999 |
| Seal) |
| (Notary Public) |

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.

WITNESS THE FOLLOWING SIGNATURE:

| Vendor's Name: | Toca | | | |
|--|---|--|--|--|
| Authorized Signature: | Date: 3/1/2022 | | | |
| State of West Virginia | _ | | | |
| County of 10-ram, to-v | vit: | | | |
| Taken, subscribed, and swom to before me this day of, 20, 20 | | | | |
| My Commission expires | 2000 | | | |
| OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA | M M / 7 | | | |
| Tessa Baker Crmo, Inc. 2336 Virginia Avenue | NOTARY PUBLIC | | | |
| My Commission Expires July 12, 2023 | Purchasing Affidavit (Revised 01/19/2018) | | | |

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

| | 3 02 1 2/ |
|---|--|
| Name of Contracting Business Entity: CIMCO, IA | C. Address: 2336 Virginia Ave |
| | Harricone W.V. 25526 |
| Name of Authorized Agent: | Address: |
| Contract Number | Contract Description: |
| Governmental agency awarding contract: | |
| ☐ Check here if this is a Supplemental Disclosure | |
| List the Names of Interested Parties to the contract which are entity for each category below (attach additional pages if neo | known or reasonably anticipated by the contracting busines |
| Subcontractors or other entities performing work or s Check here if none, otherwise list entity/individual nam | service under the Contract es below. |
| 2. Any person or entity who owns 25% or more of contra ☐ Check here if none, otherwise list entity/individual name | acting entity (not applicable to publicly traded entities) es below. |
| 3. Any person or entity that facilitated, or negotiated to services related to the negotiation or drafting of the a | he terms of, the applicable contract (excluding legal |
| ☐ Check here if none, otherwise list entity/individual name | s below. |
| Signature: | Date Signed: 3/1/2022 |
| Notary Verification | ľ |
| State of West Vinginia, Count | y of Julyan : |
| I, | the authorized agent of the contracting business isclosure herein is being made under oath and under the |
| Taken, swom to and subscribed before me this STATE OF WEST VIRGINIA Tessa Baker Comeo, Inc. 2338 Virginia Avenue Hurncane, WV 25526 My Commission Expires July 12, 2023 | day of Malch , Signature |
| To be completed by State Agency: | Notary Public's Signature |
| Date Received by State Agency: Date submitted to Ethics Commission: | |
| Governmental agency submitting Disclosure: | |

BID BOND

| | KNU | WALL MEN BY THESE PRE | SENTS, That we, the undersigned, | Cimco, Inc. | |
|----------|------------|------------------------------------|---|--|--|
| | _ of_ | 2336 Virginia Avenue | Hurricane, WV 25526 | _ as Principal, and _ | The Cincinnati Insurance Company |
| Ohio | of | 6200 Gilmore Road Fairfie | eld, OH 45014 a corporation or | ganized and existing | under the laws of the State of |
| | | with its billicibal office to | the City of | _ as Surety, are hel | d and firmly bound unto the Sta |
| | | | m of Five Percent of Total Amount Bid | (S 5% | I for the neumant of which |
| veli and | d truly t | o be made, we jointly and sev | verally bind ourselves, our heirs, adm | inistrators, executors | , successors and assigns. |
| | The (| Condition of the above oblig | ation is such that whereas the Prin | siaal han subselled | |
| epartn | nent of | Administration a certain bid o | r proposal, attached hereto and mad | a a ned bornet to an | to the Purchasing Section of th |
| ABC2 | 22000 | 00002: HVAC Equipme | ent Maintenance & Repair Ser | vice | ret luto a counset in muting for |
| | | | | | |
| | | | | | |
| | WOM | THEREFORE, | | | |
| | (a) | Hanid bld shall be salested | • | | |
| | (a) | if said bid shall be rejected | | | |
| achad | hemet | n and shall fumies any other | oted and the Principal shall enter in | to a contract in acc | ordance with the bld or propose |
| BOTOS E | ement | created by the accentance of | bonds and insurance required by the | old or proposal, and | shall in all other respects perform |
| force | and a | first it is expressly underet | said bid, then this obligation shall be ood and agreed that the liability of the | null and void, other | vise this obligation shall remain i |
| ent e | wood t | he penal amount of this oblig | And and agreed that the liability of tr | te Surety for any and | I all claims hereunder shall, in n |
| J | | portal arrodite of this obig | buon as neighi stated. | | |
| | Th- 0 | | | | |
| | ine S | urety, for the value received, | hereby stipulates and agrees that the | e obligations of said | Surety and its bond shall be in n |
| the an | Haneu C | any such extension. | of the time within which the Obliged | e may accept such t | old, and said Surety does hereb |
| 3140 110 | MCG OI | any such extension. | | | |
| | 14/77419 | | | | |
| | AALLINE | ESS, the following signatures | | | |
| rety, c | or by Pr | | and seals of Principal and Surety, ex | ecuted and sealed b | y a proper officer of Principal and |
| | | rincipal individually if Principal | and seals of Principal and Surety, exist an individual, this 1st day of | ecuted and sealed b | y a proper officer of Principal and |
| ncipal | | incipal individually if Principal | is an individual, this 1st day of _ | March Cimco, Inc. | Table 1 |
| ncipal | | incipal individually if Principal | is an individual, this 1st day of | March Cimco, Inc. | Table 1 |
| ncipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. | , 20_22 |
| incipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. | arne of Principal) |
| incipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. (Ni (Ni (Myst) be Pre | , 20 _ ²² |
| ncipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. (Ni (Ni (Myst) be Pre | arne of Principal) |
| ncipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. (Ni (Ni (Myst) be Pre | ame of Principal) Sident, Vice President, or Authorized Agent) |
| ncipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. (Ni (Ni (Myst) be Pre | arne of Principal) |
| ncipal | | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. (Ni (Ni (Myst) be Pre | ame of Principal) Sident, Vice President, or Authorized Agent) |
| | Seal | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. (N) (N) (Must be Predicted Duly) | arne of Principal) sident, Vice President, or Authorized Agent) (Title) |
| | Seal | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. By (Musito Pre Duly | arne of Principal) sident, Vice President, or Authorized Agent) (Title) |
| | Seal | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. By (Musito Pre Duly | arne of Principal) sident, Vice President, or Authorized Agent) (Title) |
| | Seal | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. By (Musito Pre Duly | arne of Principal) sident, Vice President, or Authorized Agent) (Title) |
| | Seal | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. By (Musito Pre Duly | arne of Principal) sident, Vice President, or Authorized Agent) (Title) |
| incipal | Seal | incipal individually if Principal | is an individual, this <u>1st</u> day of _ | March Cimco, Inc. By | arne of Principal) sident, Vice President, or Authorized Agent) (Title) |

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.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robin Hubbard-Sherrod, C. David Thomas, Richard Higginbotham, William Phelps, Jeffrey O'Dell, Bunnie Perrine,

of Charleston, WV

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifty Million Dollars and 00/100 (\$50,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

SEAL

STATE OF OHIO COUNTY OF BUTLER

) ss:

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

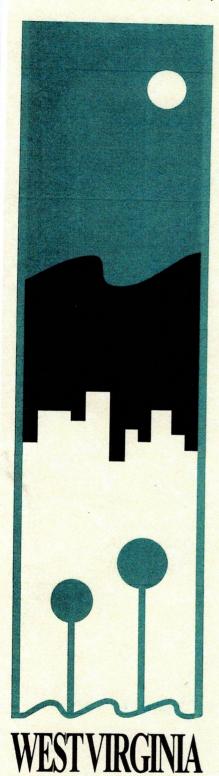
I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

Assistant Secretary

this

BN=1005 (5/12)



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV025512

Classification:

HEATING, VENTILATING & COOLING PIPING PLUMBING

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

Date Issued

Expiration Date

MAY 20, 2021

MAY 20, 2022

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | this certificate does not confer right | s to t | he ce | rtificate holder in lieu of s | Leonard Sement | (S). | y require an endorsem | ent. A staten | ment or |
|--|---|--------|--|---------------------------------|--|------------------|--|---|----------------------------|
| 1 | eorge H. Friedlander Company | | | | NAME: Jeff O'Dell | | | | |
| | 1566 Kanawha Blvd. E. Charleston WV 25311 | | | | PHONE (A/C, No. Ext): 304-357-4520 FAX (A/C, No): 304-345-8724 | | | | |
| " | 11411651611 VVV 23311 | | E-MAIL (A/C, No): 304-345-8/24 ADDRESS: jeffodell@friedlandercompany.com | | | | | | |
| | | | | | INSURER(S) AFFORDING COVERAGE | | | | NAIC# |
| INSURED | | | | | INSURER A : Phoenix Insurance Company | | | | 25623 |
| Cimco, Inc. P O Box 480 Culloden WV 25510-0480 | | | | | INSURER B : Travelers Property & Casualty | | | | |
| | | | | | INSURER C: Travelers Casualty Ins Co of A | | | | 25674 |
| | | | | | INSURER D: Travelers Ind Co of America | | | | 12432 |
| | | | | | INSURER E : | | | | 25666 |
| _ | WED A OFF | | | | INSURER F ; | | | | |
| | OVERAGES CE | RTIF | ICAT | E NUMBER: 1574355840 | | | REVISION NUMBER. | | |
| E | HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | DED | TAIL | THE MOURANCE ASSESSED | - | OK OTHER | DOCUMENT WITH RESP | THE POLICY F ECT TO WHIC TO ALL THE T | PERIOD H THIS TERMS, |
| INSF | TYPE OF INSURANCE | 1200 | L SUBF | | POLICY EFF (MM/DD/YYYY) | POLICY EXP |), | | |
| Α | X COMMERCIAL GENERAL LIABILITY | 7 | 1170 | CO-5J777287-21 | 5/1/2021 | | | ITS | |
| | CLAIMS-MADE X OCCUR | | | | 3/1/2021 | 5/1/2022 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | |
| | Contractual Liab | | | | | | MED EXP (Any one person) | \$5,000 | |
| | 05.00 | . | | | | | PERSONAL & ADV INJURY | \$1,000,000 | - |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| | POLICY X PRO- | | | | | | PRODUCTS - COMP/OP AGG | | |
| D | OTHER: | | | | | | THOSOUTH COMPTOR AGG | \$ 2,000,000 | |
| ט | AUTOMOBILE LIABILITY | | | BA-9M453429-21 | 5/1/2021 | 5/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | |
| | X ANY AUTO OWNED SCHEDULED | | | | | | BODILY INJURY (Per person) | \$ | |
| | AUTOS ONLY AUTOS | | 1 1 | | | | BODILY INJURY (Per accident) | | |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE | \$ | |
| | | | | | | | (Per accident) | S | |
| В | X UMBRELLA LIAB X OCCUR | | | CUP-4J428679-21 | 5/1/2021 | 5/1/2022 | FACULO COLUMN TO THE TAX TO THE T | <u> </u> | |
| 1 | EXCESS LIAB CLAIMS-MADE | | | | | 0/1/2022 | EACH OCCURRENCE | \$2,000,000 | |
| | DED X RETENTION\$ 10,000 | | | | | - | AGGREGATE | \$2,000,000 | 1 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | UB-0L10858A-21 | 5/1/2021 | 5/1/2022 | X PER OTH- | \$ | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? | N/A | | 0,1,2021 | 5/1/2022 | I STATUTE TER | | | |
| - 1 | Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$1,000,000 | |
| | f yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | | | \neg | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 | |
| ESCF | uption of operations / Locations / VEHICL | ES (A) | CORD 1 | 01 Additional Remarks Schoolule | | | | | |
| | | | | | may be attached it more ! | pace is required | 1) | | |
| ei r | Project Aggregate applies when require | d by t | written | contract. | | | | | |
| vide | ence of Insurance | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | * |
| ED | IFICATE HOLDER | | | | | | | | |
| | IFICATE HOLDER | | | | ANCELLATION | | | | 5 |
| | TO WHOM IT MAY CONCE | DΝ | | 1 | SHOULD ANY OF TH THE EXPIRATION ACCORDANCE WITH | DATE THER | SCRIBED POLICIES BE CA EOF, NOTICE WILL BE PROVISIONS. | NCELLED BEFO | ORE IN |
| | AU VICIONITI IVIAT CONCERN | | | | UTHORIZED REPRESENTATIVE | | | | |
| | | | | | ffseoll | | | | |