



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

# Request for Quotation

RFQ NUMBER  
**DEFK7188**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

\*709052601      304-232-3070  
**JOHNSON BOILER WORKS INC**  
**53 MARSHALL STREET**  
  
**BENWOOD WV 26031**

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**ARMORY BOARD SECTION**  
  
**1707 COONSKIN DRIVE**  
**CHARLESTON, WV**  
**25311-1099      341-6368**

DATE PRINTED <b>03/21/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/18/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		820-12		
<p style="text-align: center;"><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE ADJUTANT GENERAL'S DEPARTMENT, DIVISION OF ENGINEERING TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A BOILER SYSTEM IN THE CAMP DAWSON TRAINING SITE COMMAND, BUILDING 200.</p> <p>MANDATORY ON-SITE PRE-BID: 4/3/2007; 10:30 AM            CAMP DAWSON TRAINING SITE COMMAND            240 ARMORY ROAD            KINGWOOD, WV 26537            (304) 791-4460</p> <p>ATTACHMENTS: 1. SPECIFICATIONS            2. AFFIDAVIT</p> <p><b>BOILER SYSTEM INSTALLATION</b></p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						



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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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<p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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				<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>		

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<p>AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... <i>Thomas P. West Jr</i></p> <p>NO. 2 .....</p>						

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	NO. 3	.....	.....			
	NO. 4	.....	.....			
	NO. 5	.....	.....			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>James P. West Jr</i> .....SIGNATURE  <i>JOHNSON Boiler Works Inc</i> .....COMPANY  <i>4/23/07</i> .....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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<p>CONTRACTORS NAME: ... <i>JOHNSON BOILER WORKS, INC.</i> ...</p> <p>CONTRACTORS LICENSE NO.: ... <i>WV 002308</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

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***** THIS IS THE END OF RFQ DEFK7188 ***** TOTAL:						

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# WEST VIRGINIA ARMY NATIONAL GUARD

## REQUEST FOR BID

BLDG 200 BOILER REPLACEMENT FOR BUILDING  
HEATING SYSTEM

CAMP DAWSON TRAINING SITE COMMAND

PRESTON COUNTY

KINGWOOD, WEST VIRGINIA 26537

Prepared by:

CPT Jeffrey C. Franklin III  
Director of Public Works  
West Virginia Army National Guard  
TSC Post Engineering  
Camp Dawson, 240 Army Road  
Kingwood, West Virginia 26537

14 March 2007

## 1.0 INTRODUCTION

Camp Dawson Training Site Command (CDTSC) is in need of a replacement boiler unit for the failing unit located in BLDG 200 for the building heating system.

## 2.0 SCOPE / OBJECTIVE

The current boiler for the building heating system of BLDG 200 located at Camp Dawson is failing. Repair costs are relatively comparable with replacement. The current boiler is to be replaced with a new boiler system. The existing boiler system is to be removed by the contractor. Then the boiler is to be disposed of by removal from the facility of Camp Dawson. A replacement boiler of comparable specifications will be installed in the existing boiler's place. The replacement boiler will be new from the manufacturer, not a comparable boiler that has been sitting. System install is not to exceed 10 weeks from authorization to proceed. Existing boiler to be removed just prior to install of new system. Contractor is responsible for all transportation, loading, unloading, and movement of material, equipment, and personnel. Endstate of contract is the removal of existing boiler and replacement with an equivalent, new system that will seamlessly take on the load of the former boiler system.

## 3.0 REQUIREMENTS AND SPECIFICATIONS.

### ➤ EXISTING BOILER:

- ◆ TYPE: BURNHAM Commercial. [Cast Iron Sectional]
- ◆ MODEL: PF-512 hydronic heat pressure fired, wet base gas boiler system
- ◆ Gross Output: 1194 MBH
- ◆ Net I=B=R Rating: 1690 MBH [Water]

### ➤ EXISTING BURNER:

- ◆ TYPE: Webster Engineering & Manufacturing Co, Inc.
- ◆ MODEL: Cyclonetic, # B1G-05-R7795-L.20-UL
- ◆ GAS INPUT RATING:
  - MIN: 1186[MBTU/HR] & 0.9[IN.WC]
  - MAX: 2373[MBTU/HR] & 3.6[IN.WC]
- ◆ FUEL: Natural Gas
- ◆ HP: 0.5

### ➤ REQUIREMENTS OF REPLACEMENT BOILER: [per manufacturer reference on replacement equivalence from technical representative at 1-877-567-4328]

- ◆ TYPE: BURNHAM Commercial.
- ◆ MODEL: V912A hydronic heat pressure fired, wet base gas boiler system
- ◆ Gross Output: 1900MBH
- ◆ Net I=B=R Rating: 1652 MBH [Water]
- ◆

### ➤ REQUIREMENTS OF REPLACEMENT BURNER:

- ◆ TYPE: Recommended type from boiler manufacturer
- ◆ MODEL: Recommended model from boiler manufacturer
- ◆ GAS INPUT RATING: 2367 MBH
- ◆ FUEL: Natural Gas
- ◆ HP: Recommended amount from boiler manufacturer

- **CONTROLS** – As per complete package from manufacturing supplier.
- **PLUMBING** – Connect to existing plumbing of existing boiler. Replace water shutoff valve with new valve. Install water backflow prevention valve. Install low water pressure indication system.
- **ELECTRICAL** – Connect to existing wiring of existing boiler, rewire if necessary.
- **WARRANTY** – To be no less than 3 years. Onsite, all parts and service included.
- **CONSTRUCTION:**
  - ◆ Construction/installation will follow all national and state building codes.
  - ◆ Neat, orderly, and safe work environment will be maintained at all times
  - ◆ Worksite will be cleaned upon completion of project.
  - ◆ Removal & Disposal of existing boiler and any removed connections to be conducted by the approved contractor off site of Camp Dawson.

Designated contractual personnel may travel to Camp Dawson in order to conduct site visits, collect project specific information, and work with members of other applicable state and federal agencies. The Training Site Command Post Engineering at Camp Dawson will need personnel information from contractors to coordinate all required clearances.

#### **4.0 WVARNG FURNISHED INFORMATION AND MATERIAL**

The WVARNG will provide guidance on utility infrastructure and connections to existing heating system.

#### **5.0 MEETINGS AND REVIEWS**

Prior to initiation of work, the state designated contractor shall meet with the Camp Dawson Post Engineering & Post Maintenance to coordinate the construction. Contractors will provide to Post Engineering & Post Maintenance weekly updates during the contract. Updates will be onsite during actual replacement, otherwise emailed correspondence is acceptable.

#### **6.0 SPECIAL CONSIDERATIONS**

The contractors shall coordinate all work with the Camp Dawson staff, to include post engineering staff, post maintenance, and post operations while physically at Camp Dawson. This will include scheduling work to avoid conflicts with post operations and other offices to ensure the safety of all members of work parties. This will also enhance the ability to gain access to restricted areas if necessary.

All personnel, equipment, materials, and sub-contractors must be registered with Camp Dawson Security for access to Camp Dawson. Failure to notify Camp Dawson Security will result in personnel being refused access. All deliveries must be notified to Camp Dawson Security. Failure of notification may result in deliveries of materials and equipment to be turned away. All personnel and vehicles are subject to search for security measures. Work through the Post Engineering Office when at all possible for security lists and notifications. If not available, work directly with Post Operations or Security.

It is the designated contractor's responsibility to conduct all activities in a manner that ensures the safety of crewmembers and avoids damage to personnel, vehicles, and property of the WVARNG.

#### **7.0 PERIOD OF SERVICE**

All work performed under this request for bid is anticipated to start and be completed in 60 days upon receipt of notice to proceed.

#### **8.0 FINAL INSPECTION AND ACCEPTANCE**

CPT Jeffrey C. Franklin III, Post Engineer & Mr. Bub Rodeheaver will inspect and accept all work performed under this statement of work. Alternate inspector in CPT Franklin's absence is CSM Terry Lee or SFC Harrison Cogar [304-791-4478]. Completion of work is accepted upon reception of complete construction and functions check of the replaced boiler

#### **9.0 POINTS OF CONTACT**

**WVARNG:**

**Primary** CPT Jeffrey Franklin III,  
 Director of Public Works  
 WVARNG - TSC Post Engineer, Camp Dawson  
 240 Army Road  
 Kingwood, WV 26537  
 Commercial: (304) 791-4333  
 Fax: (304) 791-4337  
 E-mail: [Jeffrey.Franklin@wv.ngb.army.mil](mailto:Jeffrey.Franklin@wv.ngb.army.mil)

CSM Terry Lee  
 SFC Harrison Cogar  
 WVARNG –TSC Post Engineering, Camp Dawson  
 240 Army Road  
 Kingwood, WV 26537  
 Commercial: (304) 791-4478  
 Fax: (304) 791-4337  
 E-mail: [terry.s.lee@wv.ngb.army.mil](mailto:terry.s.lee@wv.ngb.army.mil)  
[Harrison.Cogar@wv.ngb.army.mil](mailto:Harrison.Cogar@wv.ngb.army.mil)

Bub Rodeheaver  
 Post Maintenance Supervisor  
 WVARNG – TSC – Post Maintenance, Camp Dawson  
 240 Army Road  
 Kingwood, WV 26537  
 Commercial: (304) 791-4460  
 E-mail: [alton.rodeheaver@wv.ngb.army.mil](mailto:alton.rodeheaver@wv.ngb.army.mil)



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

# Request for Quotation

RFQ NUMBER
DEFK7188

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR	*709052601      304-232-3070
	JOHNSON BOILER WORKS INC 53 MARSHALL STREET
	BENWOOD WV 26031

SHIP TO	DIV ENGINEERING & FACILITIES ARMORY BOARD SECTION
	1707 COONSKIN DRIVE CHARLESTON, WV
	25311-1099      341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2007				

BID OPENING DATE: **04/24/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS; AND TO EXTEND THE BID OPENING DATE.		
				NEW BID OPENING DATE: 4/ 24/2007		
				ATTACHMENT: ADDENDUM #1 CLARIFICATIONS AND ADDITIONS		
0001	1	LS		820-12		
				BOILER SYSTEM INSTALLATION		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

DEFK7188 – Addendum #01

Bids Due: 4/24/2007; 1:30 pm

This addendum is issued to add requirements to the original specifications, clarify requirements, answer questions to vendor questions, and to extend the bid opening date to 4/24/2007; 1:30 PM. Also included is a designated area to type your bid.

3.0 REQUIREMENTS AND SPECIFICATIONS; "WARRANTY" – See #6 below. A future maintenance agreement will be bid before the one year warranty period ends, and will be effective the day after the warranty period ends.

2.2 ASBESTOS ABATEMENT. It shall be the contractor's responsibility to abate any asbestos containing material associated with this contract.

7.5 Invoicing. The successful vendor shall submit invoices in arrears. Contractor has the option to submit progression invoices at 50% upon delivery of the boiler to the site; 40% may be invoiced upon completion of the project. 10% retainage may be invoiced upon DPW has accepted construction, received training and documentation to include operation manual(s), and receive chain of custody documentation for asbestos abatement.

Pricing:

Complete installation of the new boiler system per the RFQ: \$ 44,677.00

	<u>Est. Qty.</u>	<u>Unit Price (Sq. Ft.)</u>
*Asbestos abatement:	20 Sq. Ft. X	\$ <u>185.00</u> = \$ <u>3,700.00</u>
	Grand Total	\$ <u>48,377.00</u>

\* Asbestos abatement pricing – any additional unforeseen abatement will be handled through the change order process. Vendors shall be paid for additional abatement according to the "Unit Price" (square foot) price listed on the bid.

### CLARIFICATIONS/ANSWERS TO QUESTIONS

1. Piping for boiler plumbing to be installed per minimum requirements of new boiler's manufacturer.
2. Removal of old expansion tanks to be preformed by contractor and removed from Camp Dawson by contractor.
3. New Pre-charged expansion tanks of sufficient size required per minimum requirements of new boiler's manufacturer to be installed with a prefabricated pad where applicable by national building codes and standards.
4. Existing gas vents to be rerouted from the boiler and the existing stand alone potable water heater to the exterior wall through the adjacent room [logistic supply room] in order to ensure compliance with current national building code and standard is within compliance.
5. Replace existing bilge recirculation pump with a newly manufactured equivalent that will meet minimum requirements of new boiler's manufacturer.
6. Warranty to be reduced to minimum of one year or greater only if exceeded by the originally offered manufacturer warranty.
7. Asbestos abatement to be confined to the direct area of work and portions of modification of existing plumbing and internal gaskets of existing boiler.
8. Internal gaskets of boiler to be assumed to be asbestos, as identified as suspect material not previously identified. If found to not be asbestos from testing, then that portion of asbestos abatement to be deducted.
9. Asbestos test results are available from WVARNG per CPT Jeff Franklin at 304.791.4333. [at this time: minus internal gaskets to boiler as were not previously suspect. Will be available upon samples taken and tested.]



Bid or  
Proposal  
Bond

# Ohio Farmers Insurance Company

Westfield Group<sup>SM</sup> One Park Circle, P O Box 5001  
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we, Johnson Boiler Works, Inc., 53 Marshall St., Benwood, WV 26031  
\_\_\_\_\_ as Principal, and  
the OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center,  
Ohio, as Surety, are held and firmly bound unto Division of Engineering & Facilities, 1707 Coon Skin Drive,  
Charleston, WV 25311-1099, as Obligee, in  
the penal sum of 5% of bid amount DOLLARS,  
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Boiler Replacement - Camp Dawson Training  
Sight Command Building 200, Kingwood, WV;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract  
and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the  
Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good  
faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 23rd day of April, 2007.

Johnson Boiler Works, Inc

Principal

By: Thomas P. West Jr.

Ohio Farmers Insurance Company

By: Wendy McEldowney  
Wendy McEldowney Attorney-in-fact

General  
Power  
of Attorney

POWER NO. 4750071 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**RANDALL E. KERNS, JEFFREY L. HOOD, STEVEN P. THOMPSON, WENDY E. MCELLOWNEY, MICHAEL W. MASON, KRISTINE D. MILLS, JOINTLY OR SEVERALLY**

of **BRIDGEPORT** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000)**—

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this **21st** day of **FEBRUARY** A.D., **2003**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Richard L. Kinnaid, Jr.*  
**Richard L. Kinnaid, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **21st** day of **FEBRUARY** A.D., **2003**, before me personally came **Richard L. Kinnaid, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*  
**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **M. Brooks Rorapugh**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **20th** day of **April** A.D., **2007**.



*M. Brooks Rorapugh*  
**M. Brooks Rorapugh, Secretary**

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

**EXCEPTION:**

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: JOHNSON BOILER WORKS, INC.

Authorized Signature: Thomas B. West Date: 4/23/07