



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

Solicitation

NUMBER
GSD136409

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Alpha Mechanical Service, Inc.
 7200 Distribution Drive
 Louisville, KY 40258-2827

SHIP TO

F & A GENERAL SERVICES
 BUILDING FIVE
 HIGHWAYS
 1900 KANAWHA BLVD. EAST
 CHARLESTON, WV
 25305 348-2317

DATE PRINTED
08/15/2012

BID OPENING DATE: **09/11/2012**

BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-75		
ANNUAL BOILER INSPECTION AND CLEANING B5, 11TH FLOOR REQUEST FOR QUOTATION (RFQ) CONSTRUCTION THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT FOR ANNUAL CLEANING AND INSPECTION OF FOUR, (4), BOILERS LOCATED IN THE CENTRAL STEAM PLANT IN BUILDING 5 ON THE WEST VIRGINIA CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						

RECEIVED

2012 SEP 11 AM 10:04

WV PURCHASING DIVISION

SIGNATURE *Herman J. Rhodes, Jr.* HERMAN J. RHODES, JR. TELEPHONE (502) 968-0121 DATE September 10, 2012
 TITLE President FEIN 51-0456396 ADDRESS CHANGES TO BE NOTED ABOVE

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

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 **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

| A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Tuesday, August 28, 2012 at 10:00 AM EST. Vendors are asked to assemble in the lobby of Building 5 which is located on the West Virginia State Capitol Complex at 1900 Kanawha Boulevard, East in Charleston, WV. Parking can be limited on/near the Capitol grounds. Vendors may wish to arrive early to allow time to find parking.

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 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 in order 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 non-binding.

Question Submission Deadline: Thursday, August 30, 2012 at 5:00 PM EST

Submit Questions to:

Krista S. Ferrell, Buyer Supervisor-File 21
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-4115
Email: krista.s.ferrell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: Tuesday, September 11, 2012 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 30 calendar _____ days.

One Time Purchase: The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
\$1,000,000.00 or more.

| **Builders Risk Insurance:** builders risk -- all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein 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.

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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$500.00 per day for failure to complete.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. 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.

- 15. 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.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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, women-owned, 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 submission of its bid 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.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Alpha Mechanical Service, Inc.

Contractor's License No. WV036853

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

REQUEST FOR QUOTATIONS #GSD136409
Building 5 Annual Cleaning and Inspection of Boilers
Charleston, West Virginia

Location: West Virginia State Office Building #5
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

For: State of West Virginia
General Services Division
1900 Kanawha Blvd; East
Charleston, West Virginia 25305

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for all labor, materials and associated costs to provide annual cleaning and inspection of four boilers located on the 11th Floor of Building Five on the Capitol Complex, located at 1900 Kanawha Blvd, East in Charleston, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

Scope of Work:

The work consists of the annual comprehensive cleaning and inspection of the four 600 HP Bryan high pressure boilers located in the Central Steam Plant. The Contractor shall:

1. Clean the interior of the fire chambers on all four units;
2. Check all safety devices on all four units;
3. Inspect all water tubes on all four units;
4. Inspect all burner units on all four units;
5. Inspect all water control valves on all four units;
6. Inspect and flush all mud drums on all four units.

All work to be performed per manufacturer's specifications for annual cleaning and inspection. Following the cleanings and inspections, the Contractor shall furnish a written report indicating all deficiencies found no longer than thirty (30) calendar days after issuance of the Notice to Proceed. The overall costs for all labor, materials and associated costs to perform the cleanings and inspections (inclusive of the creation and submitting of the written deficiencies report) shall be the Base Bid.

This is a fast track project. The Contractor will be expected to begin work immediately upon receipt of the Notice to Proceed. Agency expects to issue Notice to Proceed to Contractor within one (1) business day of receipt of the approved purchase order by the Agency. It is strongly preferred that bidders include a valid email address to which all

post-award documentation can be sent to insure expedited management (in the spot indicated on the Bid Form).

The Contractor shall furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. The Contractor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents. The Contractor shall provide all materials to reassemble all boilers upon completion of the inspection and cleaning.

Any equipment contracted for prior to issuance of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

Documents:

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. GSD136409 Attachment A: Bid Form

Contract Period:

The Contract shall be completed within Thirty (30) calendar days from the issuance of the written Notice to Proceed.

Reference Requirement:

Bidders shall supply at least three references indicating their capabilities to perform such work (use Attachment A). References should include the name, location of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work.

Qualifications:

The Contractor shall have the minimum qualifications outlined below to perform the services specified under this Contract. The Contractor shall provide the Agency all documentation of the qualifications on line "A" prior to award (see Bid Form and Section labeled "Reference Requirement" above).

- A. The Contractor must provide references for at least three (3) distinct contracts documenting the successful completion of repair and warranty services of the type specified in the enclosed bid specifications.
- B. Work under this Contract may only be performed by a mechanic who has first provided documentation of certifications and or licensure for the following:

1. Electricians- WV Master Electricians License
2. Plumbers- WV Master Plumbers License
3. HVAC- EPA 608 Certification and Apprentice Certification or Completion of HVAC Vocational Program prior to January 1, 2006

Definitions:

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- D. "Corrective Repair" shall be defined as repair work performed to correct a malfunction or failure in an HVAC system.
- F. "Holidays" shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- G. "Testing" shall be defined as a function test upon the completion of ordered services to ensure equipment is returned to normal operating mode or to determine if additional repairs are required.

Payment:

Invoices shall be submitted for payment (in arrears) and must include the following information:

1. Invoice must include invoice date, service dates, FEIN number, complete address of vendor and Master Contract number.
2. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-68
Attn: Business Manager
Charleston, WV 25305

All work shall be inspected and approved prior to payment.

Supplementary General Conditions:

A. The qualified Contractor shall satisfactorily perform all specified work outlined in the Scope of Work and further described in the drawings, specifications or other attachments. Authorization to perform the work described herein must be approved in writing by issuance of the Notice to Proceed and signed by the Agency Representative.

B. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.

General Requirements:

Inspection Report:

Inspection report, indicating all necessary repairs, shall be emailed to the following:

David.k.parsons@wv.gov
Roger.g.wines@wv.gov
Melody.a.haynes@wv.gov

Report should come in a format able to be edited (preferably a Microsoft Word document), and shall clearly be itemized by boiler. It shall include estimates of both the quantity of labor hours and the materials costs for all repairs that are needed.

Project Closeout:

1. Final cleanup shall be completed prior to final acceptance.
2. Submit warranty documents to Agency Project Manager.
3. Perform final inspection with the Agency Project Manager.

Final Inspection:

The Final Inspection will be conducted by a Project Manager from the Agency. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform to the Contract Documents.

Final payment shall not be made until all work is finally accepted.

Limits of Work:

Work areas will be limited to those spaces required for access to the building.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Use of Facilities:

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

Contractor Schedule:

The Contractor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Contractor shall adhere to schedule provided and coordinate through the Agency Project Manager.

Waste Removal:

The Contractor shall be required to leave the work area clean upon completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

Contractor Visitor Badges:

Building 5 is a secure facility. Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

Work Restrictions:

Work shall be generally performed inside the existing building between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager.

Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

Parking:

No parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

Safety:

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Hot Work Permit:

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

Warranty:

A one year warranty on labor and materials or the manufacturer's warranty, whichever is greater, are required.

State of West Virginia
Department of Administration

General Services Division
GSD136409 Attachment A
Bldg 5 Annual Boiler Inspection and Cleaning

GSD136409 Attachment A: Bid Form

Bidder's Company Name: Alpha Mechanical Service, Inc.

Bidder's Address: 401 27th Street

Dunbar, WV 25064

Remittance Address: 7200 Distribution Drive
(if different)

Louisville, KY 40258-2827

Phone Number: (502) 968-0121

Fax Number: (502) 968-8116

Email Address: randy.barnett@aamservice.com

WV Contractor's License Number: WV036853

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID (Total to be written in words and numbers)

Twenty nine thousand nine hundred six dollars and thirty six cents

(\$ 29,906.36)

State of West Virginia
Department of Administration

General Services Division
GSD136409 Attachment A
Bldg 5 Annual Boiler Inspection and Cleaning

References

Reference Name: David Parsons/Roger Wines
Position: Administrator/Building Supervisor
Address: WV State Capital
Telephone Number: (304) 558-2317
Project Name: Bldg 5, 2011 Annual Boiler Inspection
Project Description: Annual Boiler Inspection & Cleaning

Reference Name: Dave Henderson
Position: Director of Maintenance, Summersville Hospital
Address: Summersville, WV
Telephone Number: (304) 872-8400
Project Name: Annual Boiler Services
Project Description: Boiler Maintenance Contract Services


Reference Name: Tim Lee
Position: Director of Maintenance, Thomas Memorial Hospital
Address: South Charleston, WV
Telephone Number: (304) 766-3600
Project Name: Annual Boiler Services
Project Description: Boiler Maintenance Contract Services

CERTIFICATION AND SIGNATURE PAGE

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

Alpha Mechanical Service, Inc.

(Company)



(Authorized Signature)

Herman J. Rhodes, Jr., President

(Representative Name, Title)

(502) 968-0121

(Phone Number)

(502) 968-8116

(Fax Number)

September 10, 2012

(Date)

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)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alpha Mechanical Service, Inc.

 Company


 Herman J. Rhodes, Jr. Authorized Signature
 President

 September 10, 2012

 Date

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



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

Solicitation

NUMBER
GSD136409

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Alpha Mechanical Service, Inc.
 7200 Distribution Drive
 Louisville, KY 40258-2827

SHIP TO

F & A GENERAL SERVICES
 BUILDING FIVE
 HIGHWAYS
 1900 KANAWHA BLVD. EAST
 CHARLESTON, WV
 25305 348-2317

DATE PRINTED
09/06/2012

BID OPENING DATE: 09/11/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL REQUEST FOR QUOTATION (GSD136409) PER THE ATTACHED.						
0001	1	LS		936-75		
				ANNUAL BOILER INSPECTION AND CLEANING	B5, 11TH FLOOR	
***** THIS IS THE END OF RFQ GSD136409 ***** TOTAL:						\$29,906.36

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TELEPHONE (502) 968-0121	DATE September 10, 2012
TITLE President	FEIN 51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: GSD136409
Addendum Number: 1

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:

- | 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:

To provide a copy of the pre-bid sign in sheet per the attached and to provide Boiler Maintenance Information.

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

PRE-BID CONFERENCE
SIGN IN SHEET

8/28/12

Request for Quotation Number:

GRD 36409

Date:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Alpha Mechanical Service
 Firm Address: 401 27th St.
Dunbar WV 25064
 Representative Attending: Randy Barnett
 Phone Number: 304 766 1006
 Fax Number: 304 766 1008
 Email Address: Randy.Barnett@alpha-service.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: Cimco Building Services
 Firm Address: 2336 VIRGINIA AVE
HURRICANE WV 25526
 Representative Attending: Roy L Bird
 Phone Number: 304 562-7705 / 304 562-0102
 Fax Number: 304 897-4178
 Email Address: Service@CimcoWV.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

Firm Name: TODD WATSON
 Firm Address: 540 LEON SULLIVAN WAY
CHARLESTON WV 25301
 Representative Attending: TODD WATSON
 Phone Number: 304-346-0549
 Fax Number: 304-346-8920
 Email Address: twatson@castotech.com

Firm Name: _____
 Firm Address: _____
 Representative Attending: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

CIMCO INC.

BUILDING SERVICES DIVISION

Roy Bird

SERVICE TECHNICIAN

Office: 304.562.7705 Fax: 304.397.4178 Cell: 304.993.8151
 Billing: PO Box 480, Culloden, WV 25510
 Office/Shipping: 2336 Virginia Ave, Hurricane, WV 25526
 Email: Service@CimcoWV.com | WV Contractor License WV025512



First In Quality • First In Service • First For You

West Virginia

Your Energy Solutions Provider

Randy Barnett

Mechanical Service, Inc. *West Virginia Service Manager*

Toll-Free: (888) 212-6324

Office: (304) 766-1006

Direct Fax: (502) 400-4941

Cell: (304) 982-0341

randy.barnett@aamservice.com

www.alpha机械anicalservice.com

Boiler 5
4th Floor

Regularly verify that all ventilation, combustion air openings and louvers are clean and free of debris.

OPERATORS & TRAINING

Operators should be trained in and develop a thorough familiarity of the system and its controls.

Operators should be trained in the use of fire prevention equipment.

Operators should review and become familiar with all manuals, diagrams and warnings related to the system, the boiler and the burner.

Written site procedures should be developed and be readily accessible to all operators.

A permanent log book should be maintained in the boiler room to record maintenance work, inspections, tests and other pertinent data.

Only a qualified service technician should make burner or system adjustments and perform heating season start up.

The boiler should normally operate on its own controls once it receives the "Call For Heat" signal. If the burner should fail to light after a "Call For Heat", a system malfunction has probably occurred. A qualified service technician should determine the problem and correct it before putting the boiler back into service.

PREVENTIVE MAINTENANCE -- SUMMARY

NOTE: Read the tag attached to the Safety Relief Valve -- FOLLOW THE MANUFACTURER'S INSTRUCTIONS COVERING INSPECTION, TESTING, AND REPLACEMENT.

WARNING: Protect yourself when testing Safety Relief Valves and performing blow-down of Low Water Cut-Off valves -- hot water and steam will flow from the drain pipes. If the burner does not shut-off during blow-down procedure, remove the boiler from service, determine the cause and correct it before returning this boiler to service.

Safety relief valves should be inspected and tested at the start of each service period and monthly during the service period.

During the annual boiler inspection and cleaning, remove the valve and check for deposits in the valve

MAINTENANCE

and plumbing. If the valve has buildup, fails to operate or leaks, replace the valve only with an ASME approved steam relief valve of both the same pressure and BTU/hr rating. NEVER operate a boiler without a functional safety relief valve.

Under normal service conditions, replace the valve every three to five years

Blow-down valves should be inspected and tested at the beginning of each service period. Blow-downs should be performed at least daily during service period. See manufacturer's tag.

The boiler room area should be kept as clean as possible and free of all debris. The boiler room should be thoroughly washed down at least weekly to eliminate all dust and dirt which will help extend the intervals between boiler fireside cleanings.

DAILY/WEEKLY PROCEDURES -- VERIFY:

- Boiler operation on "Call For Heat".
- Normal burner light-off.
- Pump and boiler feed solenoid operations.
- Fuel supply is not restricted.
- Feed water temperature to a nominal 160°F.
- Water treatment and expansion tank operations.
- Damper operations.
- Combustion air supply.
- Gauge glass is clear.

WEEKLY/MONTHLY PROCEDURES

- A thorough wash down of the boiler room.
- Check the safety relief and blow-down valves.
- Check and lubricate all system motors.
- Check and clean any strainers.
- Check all venting and breeching.
- Review burner combustion readings.
- Verify that the air separation, water treatment and makeup/feed/condensate systems are operating per manufacturer's instructions.

ANNUALLY or during a lay-up period:

Shut down the boiler by following the procedure in "REMOVING A BOILER FROM SERVICE" below in this section.

SECTION VII

The waterside and fireside of the boiler should be inspected to determine their condition. Boilers out of service for extended periods (more than seasonal) should be properly laid-up dry. Ensure that idle boilers are protected from freezing conditions if laid-up wet.

The frequency of cleaning will depend on the effectiveness of the water treatment program, the fuel type, efficiency of the burner, characteristics of the site combustion air supply and breaching effectiveness.

A coating of 1/8" of scale on the lower tube sheet can cause a loss of 13 percent of BTU/hr transfer and may lead to tube failure from thermal shock.

Inspection of the boiler vessel should occur at least annually or whenever a 1/8 inch of scale has built up in the vessel. Initial 30 and 90 day inspections are recommended.

WATERSIDE CLEANING

SURFACE SKIMMING: After the first several days of operations, a new boiler needs the water level surface to be skimmed. Anytime there is evidence of moisture above the water line in the gauge glass, surging ("priming"), frothing, or violent changes in the water line, or carry over into the top of the gauge glass, the boiler should be skimmed. Since this requires some plumbing and operating the boiler under controlled and monitored conditions, it is covered in the technical support section of this manual - see Section VIII.

ANNUAL INSPECTION: Drain and flush the vessel. Remove all inspection clean-out caps. Inspect interior surfaces for signs of corrosion or pitting. If advanced corrosion is evident, remove all supply/return lines and arrange for boiler pressure testing or replacement.

A light coating of scale is acceptable, but deposits or evidence of sludge must be cleaned and water treatment procedures set up/improved immediately. High pressure water spray should be directed at any deposits. Deposits are typically easier to remove while still warm and wet as long as the boiler has drained and cooled enough for maintenance. Chemical agents may be used, but follow the chemical agents manufacturer's instructions.

Inspect the safety relief valve.

MAINTENANCE

If the boiler is not to be returned to service soon, dry the inside with forced warm air and minimize exposure to humidity and moisture.

If the boiler is to be laid-up wet, then run through at least one full cycle after filling before isolating it from the system to drive off excess oxygen. This will help limit corrosion exposure.

FIRESIDE CLEANING

Fireside cleaning is critical because a 1/16" coating of soot which is essentially unburned fuel may present a fire hazard and can cause a 25 percent loss of efficiency of the boiler.

A qualified service technician should perform the following maintenance items:

Remove the burner, the burner adaptor, the boiler jacket top, insulation disk and smoke hood. Inspect surfaces including turbulators, interior of fire tubes, and firebox for evidence of soot. Brush clean each fire tube; wipe clean each turbulator, vacuum the entire firebox of soot.

Replace turbulators that are worn or damaged or that have their lower portion burned off.

Burned-off turbulators and excessive sooting indicates problems with the fuel supply, burner settings, combustion air supply, and/or breaching.

Clean, check and adjust the burner.

Inspect firebox refractory for cracks or deterioration. Repair with suitable refractory material if required, following the manufacturer's instructions.

Inspect all sealing gaskets and rope and replace as required.

Re-install the burner, burner adaptor, smoke hood, insulation disk and jacket top

AFTER CLEANING

Leak test the fuel train.

Verify the operation of all boiler mounted controls and gauges. Replace as necessary.

Lubricate all mechanical equipment such as fans and pumps and verify motor rotation.

Check all plumbing for leaks or missing insulation.

SECTION VII

Check all venting and breeching for leaks.

Have the water retested and the water treatment system serviced.

If required, have the boiler inspected by an authorized inspector. Local/state codes may apply.

RESTARTING THE BOILER

WARNING: NEVER "dry fire" the boiler - operate the burner without the boiler completely filled with water.



Do not operate the boiler without a functional Low Water Cut Off control.

Do not operate the boiler without a functional High Pressure Limit control.

Follow the initial startup procedures as outlined in Section V above and in particular refilling the boiler with water, properly re-connecting the fuel source and properly re-connecting the electric wiring.

Follow the burner manufacturer's startup instructions.

Monitor the boiler through several complete cycles to confirm proper operation. Check burner for normal light-offs and complete shutdown.

Record combustion product readings and compare with initial values. Investigate significant changes.

Return the boiler to service.

Update all maintenance information in the log book.

REMOVING A BOILER FROM SERVICE

WARNING: Verify that the burner has completed its cycle and that it has turned itself OFF.



Turn the power switch on the burner to OFF.

1. Turn the ON/OFF switch on the boiler to OFF.
2. Turn off the control signal to the boiler (thermostat).
3. Allow the boiler to cool slowly and then relieve any residual pressure (check the gauge and

carefully open the safety relief valve) before performing maintenance.

4. Disconnect the fuel supply from the burner and the power to the boiler and all its accessories.

5. Isolate the boiler by cutting off the make-up water to the vessel and closing the gate valve to the steam header.

If the boiler has been taken out of service due to an operational problem, ensure that the necessary repairs/services have been completed before putting it back into service. If required, arrange to have the boiler inspected. Follow the initial startup procedures as outlined in Section V above.

In addition, the flu gas readings on each boiler must be provided in a report format.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD136409

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alpha Mechanical Service, Inc.

Company



Herman J. Rhodes, Jr. Authorized Signature
 President

September 10, 2012

Date

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



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

Solicitation

NUMBER
GSD136409

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Alpha Mechanical Service, Inc.
 7200 Distribution Drive
 Louisville, KY 40258-2827

SHIP TO

F & A GENERAL SERVICES
 BUILDING FIVE
 HIGHWAYS
 1900 KANAWHA BLVD. EAST
 CHARLESTON, WV
 25305 348-2317

DATE PRINTED
09/07/2012

BID OPENING DATE: 09/11/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-75		
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL REQUEST FOR QUOTATION (GSD136409) PER THE ATTACHED.		
					B5, 11TH FLOOR	
					ANNUAL BOILER INSPECTION AND CLEANING	
***** THIS IS THE END OF RFQ GSD136409 ***** TOTAL						\$29,906.36

SIGNATURE <i>Herman J. Rhodes, Jr.</i>	TELEPHONE (502) 968-0121	DATE September 10, 2012
TITLE President	FEIN 51-0456396	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: GSD136409
Addendum Number: 2

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:

- | 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:

To replace Addendum No. 1 in its entirety (to provide a copy of the pre-bid sign in sheet per the attached and to provide Boiler Maintenance Information).

Bid Opening Date Remains: 09/11/2012
 Bid Opening Time Remains: 1:30 PM EST

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

QSD 136409

Date:

8/28/12

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Alpha Mechanical Service</u>
Firm Address:	<u>401 27th St. Dunbar WV 25064</u>
Representative Attending:	<u>Randy Barnett</u>
Phone Number:	<u>304 766 1006</u>
Fax Number:	<u>304 766 1008</u>
Email Address:	<u>Randy.Barnett@alpha-service.com</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Cimco Building Services</u>
Firm Address:	<u>2336 VIRGINIA AVE HURRICANE WV 25576</u>
Representative Attending:	<u>Roy L Bird</u>
Phone Number:	<u>304 562-7705 / 304 562-102</u>
Fax Number:	<u>304 897-4178</u>
Email Address:	<u>Service@Cimco WV.com</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>TODD WATSON</u>
Firm Address:	<u>540 LEON SULLIVAN WAY CHARLESTON WV 25301</u>
Representative Attending:	<u>TODD WATSON</u>
Phone Number:	<u>304-346-0549</u>
Fax Number:	<u>304-346-8920</u>
Email Address:	<u>twatson@castotech.com</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

CIMCO INC.

BUILDING SERVICES DIVISION

Roy Bird

SERVICE TECHNICIAN

Office: 304.562.7705 Fax: 304.397.4178 Cell: 304.993.8154

Billing: PO Box 480, Culloden, WV 26510

Office/Shipping: 2336 Virginia Ave, Hurricane, WV 25526

Email: Service@CimcoWV.com | WV Contractor License WV025512



Mechanical Service, Inc.

Randy Barnett

West Virginia Service Manager

First In Quality • First In Service • First For You

Toll-Free: (888) 212-6324

Office: (304) 766-1006

Direct Fax: (502) 400-4941

Cell: (304) 982-0341

randy.barnett@aamservice.com

West Virginia

www.alpha机械anicalservice.com

Your Energy Solutions Provider

Regularly verify that all ventilation, combustion air openings and louvers are clean and free of debris.

OPERATORS & TRAINING

Operators should be trained in and develop a thorough familiarity of the system and its controls.

Operators should be trained in the use of fire prevention equipment.

Operators should review and become familiar with all manuals, diagrams and warnings related to the system, the boiler and the burner.

Written site procedures should be developed and be readily accessible to all operators.

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The boiler should normally operate on its own controls once it receives the "Call For Heat" signal. If the burner should fail to light after a "Call For Heat", a system malfunction has probably occurred. A qualified service technician should determine the problem and correct it before putting the boiler back into service.

PREVENTIVE MAINTENANCE - SUMMARY

NOTE: Read the tag attached to the Safety Relief Valve -- FOLLOW THE MANUFACTURER'S INSTRUCTIONS COVERING INSPECTION, TESTING, AND REPLACEMENT.

WARNING: Protect yourself when testing Safety Relief Valves and performing blow-down of Low Water Cut-Off valves -- hot water and steam will flow from the drain pipes. If the burner does not shut-off during blow-down procedure, remove the boiler from service, determine the cause and correct it before returning this boiler to service.

Safety relief valves should be inspected and tested at the start of each service period and monthly during the service period.

During the annual boiler inspection and cleaning, remove the valve and check for deposits in the valve

MAINTENANCE

and plumbing. If the valve has buildup, fails to operate or leaks, replace the valve only with an ASME approved steam relief valve of both the same pressure and BTU/hr rating. NEVER operate a boiler without a functional safety relief valve.

Under normal service conditions, replace the valve every three to five years

Blow-down valves should be inspected and tested at the beginning of each service period. Blow-downs should be performed at least daily during service period. See manufacturer's tag.

The boiler room area should be kept as clean as possible and free of all debris. The boiler room should be thoroughly washed down at least weekly to eliminate all dust and dirt which will help extend the intervals between boiler fireside cleanings.

DAILY/WEEKLY PROCEDURES - VERIFY:

- Boiler operation on "Call For Heat".
- Normal burner light-off.
- Pump and boiler feed solenoid operations.
- Fuel supply is not restricted.
- Feed water temperature to a nominal 160°F.
- Water treatment and expansion tank operations.
- Dampor operations.
- Combustion air supply.
- Gauge glass is clear.

WEEKLY/MONTHLY PROCEDURES

- A thorough wash down of the boiler room.
- Check the safety relief and blow-down valves.
- Check and lubricate all system motors.
- Check and clean any strainers.
- Check all venting and breeching.
- Review burner combustion readings.
- Verify that the air separation, water treatment and makeup/feed/condensate systems are operating per manufacturer's instructions.

ANNUALLY or during a lay-up period:

Shut down the boiler by following the procedure in "REMOVING A BOILER FROM SERVICE" below in this section.

SECTION VII

The waterside and fireside of the boiler should be inspected to determine their condition. Boilers out of service for extended periods (more than seasonal) should be properly laid-up dry. Ensure that idle boilers are protected from freezing conditions if laid-up wet.

The frequency of cleaning will depend on the effectiveness of the water treatment program, the fuel type, efficiency of the burner, characteristics of the site combustion air supply and breeching effectiveness.

A coating of 1/8" of scale on the lower tube sheet can cause a loss of 13 percent of BTU/hr transfer and may lead to tube failure from thermal shock.

Inspection of the boiler vessel should occur at least annually or whenever a 1/8 inch of scale has built up in the vessel. Initial 30 and 90 day inspections are recommended.

WATERSIDE CLEANING

SURFACE SKIMMING: After the first several days of operations, a new boiler needs the water level surface to be skimmed. Anytime there is evidence of moisture above the water line in the gauge glass, surging ("priming"), frothing, or violent changes in the water line, or carry over into the top of the gauge glass, the boiler should be skimmed. Since this requires some plumbing and operating the boiler under controlled and monitored conditions, it is covered in the technical support section of this manual - see Section VIII.

ANNUAL INSPECTION: Drain and flush the vessel. Remove all inspection clean-out caps. Inspect interior surfaces for signs of corrosion or pitting. If advanced corrosion is evident, remove all supply/return lines and arrange for boiler pressure testing or replacement.

A light coating of scale is acceptable, but deposits or evidence of sludge must be cleaned and water treatment procedures set up/improved immediately. High pressure water spray should be directed at any deposits. Deposits are typically easier to remove while still warm and wet as long as the boiler has drained and cooled enough for maintenance. Chemical agents may be used, but follow the chemical agents manufacturer's instructions.

Inspect the safety relief valve.

MAINTENANCE

If the boiler is not to be returned to service soon, dry the inside with forced warm air and minimize exposure to humidity and moisture.

If the boiler is to be laid-up wet, then run through at least one full cycle after filling before isolating it from the system to drive off excess oxygen. This will help limit corrosion exposure.

FIRESIDE CLEANING

Fireside cleaning is critical because a 1/16" coating of soot which is essentially unburned fuel may present a fire hazard and can cause a 25 percent loss of efficiency of the boiler.

A qualified service technician should perform the following maintenance items:

Remove the burner, the burner adapter, the boiler jacket top, insulation disk and smoke hood. Inspect surfaces including turbulators, interior of fire tubes, and firebox for evidence of soot. Brush clean each fire tube; wipe clean each turbulator, vacuum the entire firebox of soot.

Replace turbulators that are worn or damaged or that have their lower portion burned off.

Burned-off turbulators and excessive sooting indicates problems with the fuel supply, burner settings, combustion air supply, and/or breeching.

Clean, check and adjust the burner.

Inspect firebox refractory for cracks or deterioration. Repair with suitable refractory material if required, following the manufacturer's instructions.

Inspect all sealing gaskets and rope and replace as required.

Re-install the burner, burner adapter, smoke hood, insulation disk and jacket top

AFTER CLEANING

Leak test the fuel train.

Verify the operation of all boiler mounted controls and gauges. Replace as necessary.

Lubricate all mechanical equipment such as fans and pumps and verify motor rotation.

Check all plumbing for leaks or missing insulation.

SECTION VII

Check all venting and breeching for leaks.

Have the water retested and the water treatment system serviced.

If required, have the boiler inspected by an authorized inspector. Local/state codes may apply.

RESTARTING THE BOILER

WARNING: NEVER "dry fire" the boiler - operate the burner without the boiler completely filled with water.



Do not operate the boiler without a functional Low Water Cut Off control.

Do not operate the boiler without a functional High Pressure Limit control.

Follow the initial startup procedures as outlined in Section V above and in particular refilling the boiler with water, properly re-connecting the fuel source and properly re-connecting the electric wiring.

Follow the burner manufacturer's startup instructions. Monitor the boiler through several complete cycles to confirm proper operation. Check burner for normal light-offs and complete shutdown.

Record combustion product readings and compare with initial values. Investigate significant changes.

Return the boiler to service.

Update all maintenance information in the log book.

REMOVING A BOILER FROM SERVICE

WARNING: Verify that the burner has completed its cycle and that it has turned itself OFF.



Turn the power switch on the burner to OFF.

1. Turn the ON/OFF switch on the boiler to OFF.
2. Turn off the control signal to the boiler (thermostat).
3. Allow the boiler to cool slowly and then relieve any residual pressure (check the gauge and

carefully open the safety relief valve) before performing maintenance.

4. Disconnect the fuel supply from the burner and the power to the boiler and all its accessories.

5. Isolate the boiler by cutting off the make-up water to the vessel and closing the gate valve to the steam header.

If the boiler has been taken out of service due to an operational problem, ensure that the necessary repairs/services have been completed before putting it back into service. If required, arrange to have the boiler inspected. Follow the initial startup procedures as outlined in Section V above.

In addition, the flu gas readings on each boiler must be provided in a report format.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD136409

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

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

Addendum Numbers Received:

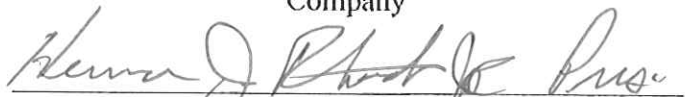
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alpha Mechanical Service, Inc.

Company



Herman J. Rhodes, Jr., Authorized Signature
President

September 10, 2012

Date

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E), as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

(M)

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this _____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

SECURITY FEATURES ARE INCLUDED. DETAILS ON BACK.



CASHIER'S CHECK

048886

73-835
839

⑆⑆⑆136409

Remitter : Alpha Mechanical Service, Inc.

DATE

AMOUNT

September 07, 2012

\$1,500.00

PAY ***1,500 DOLLARS AND 00 CENTS***

AMOUNTS OVER \$100,000 REQUIRE TWO SIGNATURES
VOID IF NOT CASHED WITHIN 90 DAYS

State of West Virginia

TO
THE
ORDER
OF

Rich Heaver
AUTHORIZED SIGNATURE





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

STATE OF Kentucky

COUNTY OF Jefferson, TO-WIT:

I, Herman J. Rhodes, Jr., after being first duly sworn, depose and state as follows:

- I am an employee of Alpha Mechanical Service, Inc.; and,
(Company Name)
- I do hereby attest that Alpha Mechanical Service, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Alpha Mechanical Service, Inc.
(Company Name)

By: Herman J. Rhodes, Jr.
Herman J. Rhodes, Jr.

Title: President

Date: September 10, 2012

Taken, subscribed and sworn to before me this 10 day of September, 2012

By Commission expires 4/7/2016

(Seal)

James Black
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. GSD136409

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Alpha Mechanical Service, Inc.

Authorized Signature: *Herman J. Rhodes, Jr.* Date: September 10, 2012
Herman J. Rhodes, Jr., President

State of Kentucky

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 10 day of September, 2012.

My Commission expires 4/7/2016, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC *Jawne Block*

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).