



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

V E N D O R	*B22102807	304-562-0121
	CIMCO INC	
	2336 VIRGINIA AVE	
	HURRICANE WV	25526

S H I P T O	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		\$21,500.00
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 PM 12:16
 WV PURCHASING DIVISION

SIGNATURE <i>Jeff Hollenhorst</i>	TELEPHONE 304-562-4705	DATE 9-11-12
TITLE <i>Service Manager</i>	FEIN 55-0749511	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

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.

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 a 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.

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

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

- 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.

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.

- 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: CIMCO INC.

Contractor's License No. WV 025512

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:

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

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.

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.

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: Cimco Inc.

Bidder's Address: Po Box 480 Culloden WV
25510

Remittance Address: _____
(if different)

Phone Number: 304-562-7705

Fax Number: 304-562-0320

Email Address: Service@CimcoWV.com

WV Contractor's License Number: WV025512

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 one thousand Five hundred 00/100
(\$ \$21,500.00)

State of West Virginia
Department of Administration

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

References

Reference Name: Tim Lee (Thomas Hosp)
Position: Maintanace Supervisor
Address: S. Charleston WV
Telephone Number: 766-3680
Project Name: Hospital
Project Description: Repairs, maintanace

Reference Name: Tim Venitsanos
Position: manager
Address: 123 Capital St Phas WV
Telephone Number: 343-4646
Project Name: Public LiBary
Project Description: Maintanace

Reference Name: Williamson Memorial Hosp. (Todd Huber)
Position: CEO
Address: 859 Alderson Street
Telephone Number: 304-235-2500 - Ext 103
Project Name: Hospital
Project Description: Repairs

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.

Cinco Inc

(Company)

Jeff Gillenwater

(Authorized Signature)

Jeff Gillenwater Service Mgr

(Representative Name, Title)

304-562-7205 / 304-562-0320

(Phone Number)

(Fax Number)

9-11-12

(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.

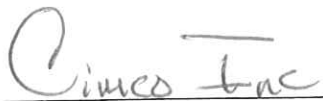
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

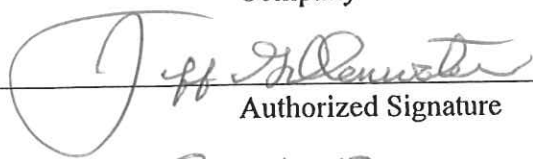
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.



 Company


 Authorized Signature
 9-11-12

 Date

NOTE: This addendum acknowledgement 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

WV PURCHASING ACA SECT Fax 304-558-4115

Sep 6 2012 04:16pm P001/009

GSD136409	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
KRISTA FERRELL 304-558-2596	

VENDOR

*B22102807 304-562-0121
 CIMCO INC
 2336 VIRGINIA AVE
 HURRICANE WV 25526

SHIP TO

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

DATE PRINTED:
 09/06/2012

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						\$21,500.00

SIGNATURE <i>Jeff Hollenback</i>	TELEPHONE 304-562-7705	DATE 9-11-12
TITLE <i>Jessica Wynn</i>	FEIN 55-0749511	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

Request for Quotation Number:

GRD 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 25526</u>
Representative Attending:	<u>Roy L Bird</u>
Phone Number:	<u>304 562-7705 / 304 562-0102</u>
Fax Number:	<u>304 397-4178</u>
Email Address:	<u>Service@CimcoWV.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>304-346-0544</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: 304.367.4175 Cell: 304.993.8154

Billing: PO Box 480 Culloden, WV 26010

Office/Shipping: 2336 Virginia Ave, Harpersville, WV 26526

Email: Services@CimcoWV.com (WV Contractor License No:021512)



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@alpha-service.com

West Virginia

www.alpha-mechanical-service.com

Your Energy Solutions Provider

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 fire-side 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.

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.

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

Check all venting and breeching for leaks.

Have the water retasted 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 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.



 Company


 Authorized Signature
 9-11-12

 Date

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Sep 10 2012 08:57am P001/009

GSD136409

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
 304-558-2596

*B22102807 304-562-0121
 CIMCO INC
 2336 VIRGINIA AVE
 HURRICANE WV 25526

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

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DATE PRINTED

09/07/2012

BID OPENING DATE:

09/11/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				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		\$21,500 ⁰⁰

SIGNATURE

[Handwritten Signature]

TELEPHONE

304-562-7705

DATE

9-11-12

TITLE

[Handwritten Title]

FEIN

55-074991

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:

G&D 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 25526</u>
Representative Attending:	<u>Roy L Bird</u>
Phone Number:	<u>304 562-7705 / 304 562-0102</u>
Fax Number:	<u>304 897-4178</u>
Email Address:	<u>Service@CimcoWV.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@eastotech.com</u>

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

CIMCO INC.

BUILDING SERVICES DIVISION

Roy Bird

SERVICE TECHNICIAN

Office: 304.562.7701 Fax: 304.397.4173 Cell: 304.933.8154
Billing: PO Box 480, Culloden, WV 25517
Office/Shipping: 2230 Virginia Ave, Hurricane, WV 25526
Email: Service@CimcoWV.com | WV Contract License #WV026512



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) 932-0341

randy.barnett@aamservice.com

West Virginia

www.alpha机械anicalservice.com

Your Energy Solutions Provider

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 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.

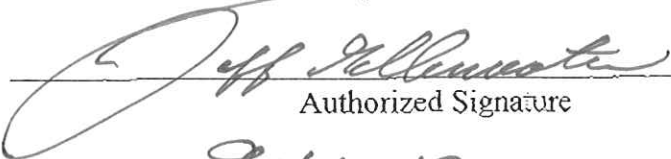
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input 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.



 Company


 Authorized Signature
 9-11-12.

 Date

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (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

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)

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

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

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cimco, Inc.
_____ of P. O. Box 480, Culloden, West Virginia 25510, as Principal, and Travelers Casualty and Surety Company of
America of Hartford, Connecticut, a corporation organized and existing under the laws of the State of _____
Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five percent of bid (\$ 5%) 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
the annual boiler inspection and cleaning of four boilers located in the central steam plant in
Building 5, West Virginia State Capitol complex in Charleston, West Virginia per specifications.

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 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 hereunto and these presents to be signed by their proper officers, this
11th day of September, 2012.

Principal Corporate Seal

Cimco, Inc.

(Name of Principal)

By Mitchell Smith

(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

[Signature]
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.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218346

Certificate No. 004792817

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of March, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of March, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



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

STATE OF West Virginia
COUNTY OF Putnam TO-WIT:

I, Mitchell Smith, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Cimco Inc; and,
(Company Name)
- 2. I do hereby attest that Cimco 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.

Cimco Inc
(Company Name)

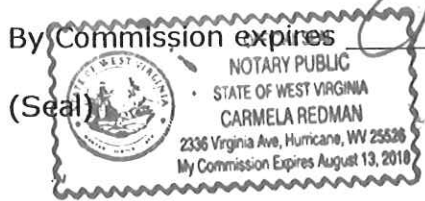
By: Mitchell Smith

Title: PRESIDENT

Date: 9-11-12

Taken, subscribed and sworn to before me this 11th day of Sept. 2012

By Commission expires Aug 13, 2018



Carmela Redman
(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. 6SD136409

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: CIMCO INC

Authorized Signature: Mitchell Smith Date: 9-11-12

State of West Virginia

County of Putnam, to-wit:

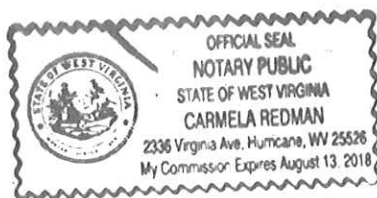
Taken, subscribed, and sworn to before me this 11th day of September, 2012

My Commission expires August 13, 2018

AFFIX SEAL HERE

NOTARY PUBLIC Carmela Redman

Purchasing Affidavit (Revised 07/01/2012)



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).