



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 21413

Doc Description: Water Source Heat Pumps and Tower for Building 86

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-11	2014-09-18 13:30:00	CRFQ 0211 GSD1500000002	4

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Cimco Inc.  
 P.O. Box 480  
 Culloden WV 25510  
 Phone: 304-562-0121  
 Fax: 304-562-0320

09/18/14 12:12:55PM  
 West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Melody Haynes  
 (304) 957-7173  
 melody.a.haynes@wv.gov

Signature X

*Mitchell Smith*

FEIN #

55-0749511

DATE

9-18-14

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

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 86 1124 SMITH ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Water Source Heat Pumps with Tower Building 86	1.00000	EA		\$180,000. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
40101806			

**Extended Description :**

Water Source Heat Pumps with Tower for Building 86, 1124 Smith Street, Charleston, WV. 25301

<b>GSD150000002</b>	<b>Document Phase</b> Final	<b>Document Description</b> Water Source Heat Pumps and Tower for Building 86	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION  
CRFQ GSD 150000002  
Water Source Heat Pumps and Cooling Tower Replacement

References Attachment "A"

Reference Name: TIM LEE  
Position: MAINTENANCE SUPERVISOR  
Address: S. CHARLESTON, WV  
Telephone Number: 304-766-3680  
Project Name: THOMAS HOSPITAL  
Project Description: REPAIRS, MAINTENANCE

Reference Name: TIM VENITSANOS  
Position: MANAGER  
Address: 123 CAPITOL ST, CHAS WV  
Telephone Number: 304-343-4646  
Project Name: KANAWHA PUBLIC LIBRARY  
Project Description: MAINTENANCE

Reference Name: TOOD HOLDER  
Position: CEO  
Address: 859 ALDERSON ST., WILLIAMSON, WV  
Telephone Number: 304-235-2500 EXT 103  
Project Name: WILLIAMSON MEMORIAL HOSPITAL  
Project Description: REPAIRS

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Water Source Heat Pumps and Cooling Tower Replacement

**12.8 Codes:** All work is to be performed in compliance with all applicable Federal and State codes including but not limited to the, International Building Code, International Mechanical Code and related standards.

**12.9 Safety:** All applicable local safety and OSHA rules and guidelines shall be met by the vendor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Vendor 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.

**12.10 Hot Work Permit:** Vendor shall obtain Owner's permission to performing any work that requires an open flame, creates sparks, use's equipment that crates 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 vendor commencing work. Note that the vendor must take all necessary precautions and have extinguishing equipment present.

**12.11 Workmanship:** Vendor 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. Vendor shall verify all dimensions.

**12.12 Warranty:** A one (1) year warranty on labor and materials or the manufacturer's warranty, whichever is greater, are required.

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 Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. 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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. 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

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CRFO GSD 150000002

Water Source Heat Pumps and Cooling Tower Replacement

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. DELIVERY AND RETURN:**

11.1 **Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia State Office Building #86, 1124 Smith Street, Charleston, West Virginia 25301.

11.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

11.3 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**12. MISCELLANEOUS:**

12.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer manager and his/her contact information below.

Contract Manager: MITCHELL SMITH

Telephone Number: 304-562-0121

Fax Number: 304-562-0320

Email Address: msmith@cimcowv.com



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CRFQ GSD 150000002  
Water Source Heat Pumps and Cooling Tower Replacement

**12.2 Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Municipal laws, along with all regulations, and ordinances of any regulating body.

**12.3 Project Closeout:**

**12.3.1** Final cleanup shall be completed prior to final inspection.

**12.3.2** Vendor shall submit warrants documents to Agency Project Manager a final inspection.

**12.3.3** Perform final inspection with the Agency Project Manager.

**12.4 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 Vendor to conform to the Contract Documents.

**12.5 Use of Facilities:** Work areas will be limited to those spaces required for access to the site.

No interior space will be utilized for temporary (overnight) storage of equipment and tools. On site storage need, can be coordinated with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Vendor shall work with the Agency Project Manager to coordinate the temporary access to work areas. Vendor shall minimize disruption to building access and parking areas.

Vendor shall be permitted reasonable use of building utilities including power and water as required for conducting the work. Vendor shall coordinate the location of service connections or use of receptacles with the Agency Project Manager to avoid overloading existing circuits.

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

**12.7 Parking:** Limited parking will be made available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. Vendor's vehicles may be brought on-site for loading and unloading or to provide equipment necessary for conducting the work. Use of sidewalk areas for parking is strictly prohibited.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ GSD150000002

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 checked="" 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.

CIMCO INC  
Company

Mitchell Smiley  
Authorized Signature

9-18-14  
Date

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CIMCO INC

(Company)

Mitchell Smith MITCHELL SMITH PRESIDENT

(Authorized Signature) (Representative Name, Title)

304-562-0121 304-562-0320 9-18-14

(Phone Number) (Fax Number) (Date)



**West Virginia Division of Labor**  
**PLUMBER LICENSE**



License #

[REDACTED]

Classification

**MASTER**

Expiration Date

12/31/2014

Issued To:

**MITCHELL R SMITH**

[REDACTED]

**WV 25143**

(Authorized Signature)

Issued under the provision of West Virginia Code  
§21-14, Supervision of Plumbing Work.

**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  
Water Source Heat Pumps and Tower for Building 86

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  
18th day of September, 2014.

Principal Corporate Seal

Cimco, Inc.

(Name of Principal)

By Mitchell Smalls

(Must be President or  
Vice President)

President

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(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.**



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. 005025983

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 6th day of September, 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 6th day of September, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18<sup>th</sup> day of SEPTEMBER, 20 14

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

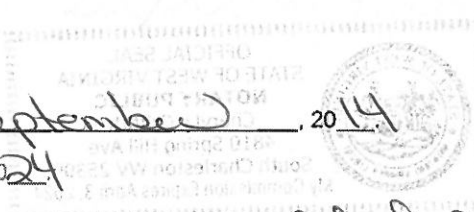
Authorized Signature: Mitchell Smith Date: 9-18-14

State of West Virginia

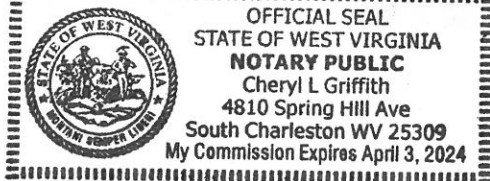
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 18 day of September, 2014.

My Commission expires April 3rd, 2024.



**AFFIX SEAL HERE**



**NOTARY PUBLIC**

Cheryl L. Griffith  
Purchasing Affidavit (Revised 07/01/2012)





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**.

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

By: Mitchell Smith  
 Title: PRESIDENT  
 Company Name: CIMCO INC  
 Date: 9-18-14

Taken, subscribed and sworn to before me this 18 day of September 2014.

By Commission expires April 3, 2024

(Seal)



OFFICIAL SEAL  
 STATE OF WEST VIRGINIA  
 NOTARY PUBLIC  
 Cheryl L. Griffith  
 4810 Spring Hill Ave  
 South Charleston WV 25309  
 My Commission Expires April 3, 2024

Cheryl L. Griffith  
 (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.**

OFFICIAL SEAL  
 STATE OF WEST VIRGINIA  
 NOTARY PUBLIC  
 Cheryl L. Griffith  
 4810 Spring Hill Ave  
 South Charleston WV 25309  
 My Commission Expires April 3, 2024

Rev. August 2013