



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

State of West Virginia  
 Request for Quotation

Proc Folder: 156513

Doc Description: BOILER MAINTENANCE AND REPAIRS CONTRACT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-28	2015-12-01 13:30:00	CRFQ 0608 COR1600000010	3

**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:

12/01/15 12:46:21  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN # 55-0749511

DATE 12-1-15

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

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR BOILER MAINTENANCE AND REPAIRS AT LAKIN CORRECTIONAL CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boiler Inspections and Testing	12.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Regular Labor Rate	100.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
.3	Overtime Labor Rate	16.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Holiday Labor Rate	8.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unft Issue	Unit Price	Total Price
5	Emergency Labor Rate	8.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unft Issue	Unit Price	Total Price
6	Parts Markup Percentage	1.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PREBID MEETING	11/10/15 <del>10:15 AM EST</del>
2	VENDOR QUESTION DEADLINE	11/16/15 <del>4 PM EST</del>

<b>COR160000010</b>	<b>Document Phase</b> Final	<b>Document Description</b> BOILER MAINTENANCE AND REPAIRS CONTRACT	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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:  
November 10, 2015 at 11:00 AM EST

Lakin Correctional Center  
11264 Ohio River Road  
West Columbia, WV 25287

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: **November 16, 2015 at 4PM EST**

Submit Questions to: **Crystal Rink**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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

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

SEALED BID:  
BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ COR1600000010  
BID OPENING DATE: December 1, 2015  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

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 convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 1, 2015 at 1:30 PM EST

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on Award \_\_\_\_\_ and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document 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.

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

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

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

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

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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.

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- 
- 
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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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of n/a for n/a

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

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. 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.

**16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. 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.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall



not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. PRIVACY, SECURITY, AND 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>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

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

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor’s signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor’s behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

**36. 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing\\_requisitions@wv.gov](mailto:purchasing_requisitions@wv.gov).

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. 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.

**43. 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.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Cimco Inc

(Company)

Jeff McManister Vice Pres  
(Authorized Signature) (Representative Name, Title)

304-562-7705 / 304-397-4078 12-1-15  
(Phone Number) (Fax Number) (Date)

**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. WU 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 list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending

Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

**6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Cimco INC

(Company)

Jeff Gillenwater VP  
(Authorized Signature) (Representative Name, Title)

304-562-7705 / 304-397-4178 12-1-15  
(Phone Number) (Fax Number) (Date)

COR160000010 – REQUEST FOR QUOTATIONS

BOILER MAINTENANCE AND REPAIRS CONTRACT FOR THREE BOILERS AT LAKIN CORRECTIONAL CENTER, MASON COUNTY, WV

The Lakin Correctional Center (LCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the boiler maintenance and repairs contract for its Bryan Boiler system. The internal DOC reference number for this project is LCC16-0180.

A mandatory pre-bid conference is scheduled for November 10, 2015 at 11:00 AM EST at the Lakin Correctional Center. For any vendors who will be using any subcontractors, it is highly recommended that subcontractors also attend the pre-bid. The contractor should obtain all their information from the pre-bid meeting. The DOC only has one (1) pre-bid meeting. Vendors interested in attending the pre-bid conference should call or email to register with the following individual but is not required to attend:

Name: Philip Farley  
Phone: 304-549-1050  
Email: [Philip.K.Farley@wv.gov](mailto:Philip.K.Farley@wv.gov) (Preferred Method)

Vendors quoting this project **SHALL** comply with the below Specifications:

PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS

**1.01 DESCRIPTION, PURPOSE, AND SCOPE**

- A. The West Virginia Purchasing Division is soliciting bids on behalf of Lakin Correctional Center to establish the maintenance and repairs contract on the facility boilers system. The contract is to provide inspections, testing, maintenance, repairs, replacement parts, and installation of new devices and equipment on the facility boilers system.
- B. The facility has three (3) Bryan flex-tube boilers model #CL270-W-100-FDG. Each boiler is operated from natural gas. Each boiler has the following information:
  - 1) The main input is CFH 2700.
  - 2) The minimum input is 1350.
  - 3) The main supply 1 PSIG.
  - 4) The minimum supply pressure is 7 IN WC.
  - 5) The manifold pressure is IN WC 2.5.
  - 6) The orifice is DMS # 30.

- 7) The control circuits are 120/1/60.
- 8) The motor circuits V/PH/HZA are 460/3/60.
- C. The serial number for each boiler is:
  - 1) Boiler #1 is 86508.
  - 2) Boiler #2 is 86514.
  - 3) Boiler #3 is 86449.
- D. The boilers are used for the following:
  - 1) To supply heat during the cold weather months for the entire main building.
  - 2) To supplying hot water throughout the entire main building.

**1.02 DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section two (2) of the General Terms and Conditions of the RFQ.

- A. Inspection as herein stated, shall be defined as organized examinations or formal evaluation of the information stated above in 1.01 and their parts and components in accordance with all current state and federal laws, to include any annual, bi-annual, quarterly, or monthly inspections.
- B. Corrective Maintenance as stated herein shall mean preventative and corrective maintenance performed on an as required basis to correct a potential malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.
- C. Holidays shall mean days designated by WV Code § 2-2-1 as legal holidays (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).
- D. Costs for Parts as herein stated, shall be defined as the actual documented cost for the parts as purchased by the Vendor.
- E. "Pricing Page" as stated herein, shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Pages of the RFQ are attached hereto as Exhibit A.
- F. "RFQ" as stated herein, shall mean the official request for quotation published by the Purchasing Division and identified as LCC16-0180.

**1.03 QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

- A. All technicians must be trained with experience in boiler system inspections, testing, maintenance, repairs, and replacement parts.
- B. Evidence of factory training and minimum experience requirement shall be submitted prior to award of contract.
- C. At all times, vendor shall ensure appropriately trained and qualified technicians perform preventative and corrective maintenance.
- D. Agency reserves the right to request information from the Vendor as to experience, qualifications, and corporate references insofar as it relates to services being requested under this contract.

**1.04 MANDATORY REQUIREMENTS:** Contract Services must meet or exceed the mandatory requirements listed below.

- A. For all maintenance, repairs, replacement parts, and installation of addition devices or equipment to the system, the vendor must use a device that is the same brand and part number or approved by the manufacture of the parts.
- B. Vendor shall maintain a continuous 24/7/365 emergency telephone service. Vendor shall establish a call down list or other procedure that will ensure the quickest possible response time.
- C. Agency's contact shall be the Associate Warden of Operations or designee. Vendor shall report and confer with the Associate Warden of Operations or designee prior to performing any work specified in this contract.
- D. Vendor shall compile and maintain a suitable log/diagram/chart for entering inspection, maintenance, and repair data. Said report shall remain on Agency's premises. Status reports shall be submitted to the Associate Warden of Operations or designee at the facility.
- E. Vendor shall submit a time ticket and a detailed report of services, inspections, and/or repairs to the Associate Warden of Operations or designee for approval.
- F. After award, Vendor and Agency shall agree upon a performance schedule of contract services.
- G. Vendor shall quote a single, flat rate to do inspections and testing for the entire year performed under this contract.
- H. The following information under this item will be for maintenance, replacing parts, and installation of new parts:

- 1) Vendor shall quote an hourly rate for regular labor hours. Regular labor rate hours shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
  - 2) Vendor shall quote an hourly rate for overtime labor hours. Overtime labor rate hours shall be between the hours of 5:01 p.m. and 7:59 a.m. for the days of Monday thru Friday, all day Saturday, and all day Sunday.
  - 3) Vendor shall quote an hourly rate for holiday labor hours. Holiday labor rate hours shall be between the hours of 12:00 a.m. and 11:59 p.m., Sunday thru Saturday, for nationally recognized holidays.
  - 4) Vendor shall quote an hourly rate for emergency labor hours. Emergency labor rates shall be charged to Agency when any occurrence is declared an emergency by the Agency.
- I. Vendor shall perform inspections and testing during regular business days and hours.
  - J. When possible, Vendor shall perform all preventative and corrective maintenance, replacing parts, and installation of new parts during regular business days and hours.
  - K. Vendor shall respond to corrective maintenance requirements by telephone or in person within two hours and must arrive onsite as soon as possible, but no later than twenty-four (24) hours after Vendor is notified by Agency. No exceptions to the twenty-four (24) hour requirement unless granted by Agency.
  - L. Anytime any of the three boilers will have to be taken off line, the contractor must coordinate with the facility staff to determine what certain timeframe the any of the boilers can be turned off.
  - M. The contractor must notify the Facility at least 48 hours in advance for approval before the any of the boilers can be turned off. This is to allow the Facility enough time to prepare for the outage.
  - N. Vendor must, however, obtain advanced approval from the Agency prior to purchasing any part(s). If the Agency feels they can get a better price on the parts, they have the option of purchasing the parts and having the Vendor do the installation. The Agency reserves the right to competitively bid any part or labor for any repair to said systems over \$2,500.00. All parts and labor charges exceeding \$25,000.00 must be competitively bid through the Purchasing Division.
  - O. Vendor must provide copies of the invoice and manufacturer's warranty on parts purchased under this contract.

- P. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor must provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.
- Q. All correspondence, either written or electronic, responses to the Agency's request must also be sent to the DOC Director of Engineering and Construction or designee, no exceptions.

#### **1.05 EXTENT OF WORK**

- A. Vendor shall provide all labor, material, tools, equipment, and supplies necessary to provide inspections, testing, maintenance, repairs, replacement parts, and installation of new equipment and all the work previously stated in section 1.01, 1.02, 1.03, and 1.04 all-inclusive of vendors quoted prices.

#### **1.06 PERMITS**

- A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license, which are necessary for the proper execution and completion of the work as specified.

#### **1.07 TERMS OF WORK**

- A. The open-ended contract is for a one (1) year period with the potential of three (3) one (1) year contract renewals. The Notice to Proceed will be the date specified on the encumbered contract from the WV Purchasing Division.

#### **1.08 SECURITY**

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

#### **1.09 TOOLS**

- A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.



## **1.10 CODE REQUIREMENTS**

- A. All work must comply with the most recent National Fire Protection (NFPA) and National Electric Code (NEC) codes and standards that have been adopted by the State Fire Marshall's Office and the State of West Virginia.
- B. All work must meet or exceed the federal, state, county, and city code requirements.

## **1.11 SUBMITTALS**

- A. Required on all new or renovation projects or as requested by the Agency.

## **1.12 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility will not be responsible for short shipped items.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.
- C. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

## **1.13 WORK TIMES**

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval. The request must be submitted to the Associate Warden of Operations or designee.

## **1.14 PERFORMANCE:**

- A. Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

## **1.15 WORK SEQUENCE:**

- A. Schedule and execute work to coordinate with the Facility.

**1.16 CONTRACT MANAGER:**

- A. 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 service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below. The previous specified information must be submitted prior to award of contract.

**Contract Manager:** Jeff Gillenwater  
**Telephone Number:** 304-562-4705  
**Fax Number:** 304-392-4128  
**Email Address:** ➔ JLGillenwater@CincoWo.com

**1.17 DAMAGES**

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

**1.18 CLEANUP**

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

**1.19 SAFETY**

- A. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

**1.20 WORKMANSHIP**

- A. All work shall be of highest quality and in strict accordance with the

manufacturer's published specifications and to the building owner's satisfaction.

**1.21 QUALITY ASSURANCE**

- A. Unless otherwise noted in this specification, the contractor must strictly comply with the manufacturer's current specifications and details.

**1.22 WARRANTY**

- A. One (1) year on any part that is installed from the date of installation, including both parts and labor.
- B. One (1) year on new complete system from the date the system becomes fully-operational, including parts and labor.
- C. Minimum requirements of the Manufacturer's warranty on equipment and material.

**1.23 VENDOR DEFAULT:**

- A. The following shall be considered a vendor default under this Contract.
  - 1) Failure to perform Contract Services in accordance with the requirements contained herein.
  - 2) Failure to comply with other specifications and requirements contained herein.
  - 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 4) Failure to remedy deficient performance upon request.

**1.24 PAYMENT:**

- A. Agency shall pay a single, flat rate per facility to do inspections and testing for the entire year performed under this contract. Agency shall pay a single flat hourly rate per timeframe for all services quoted by the hour and shall reimburse Vendor for the cost of parts as set forth above. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## 1.25 CONTRACT AWARD

- A. **Pricing Page:** Vendor must complete the Pricing Pages in Exhibit A by inserting the requested information in the appropriate spaces and performing the calculations necessary to arrive at an overall cost. The requested information include, annual cost for inspections and testing; hourly labor rates for preventative and corrective maintenance, repairs, installation of replacement parts, and new installation; a percentage markup on parts from the actual price the Vendor paid and the total labor cost; to all be added up to calculate the overall cost. Vendor must complete the Pricing Page in full, as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

The pricing page contains an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied

Notwithstanding the foregoing, the Purchasing Division may correct errors, as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

### **PLEASE READ THIS SECTION IN ITS ENTIRETY:**

### **IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor **MUST** complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

- B. **TRAVEL:**
- 1) Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- C. The basis of award will be issued to the lowest bidder on the total sum of the "Overall Cost of Exhibits A" meeting specifications.
- D. The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids,

and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

**END OF SPECIFICATIONS**

COR160000010 - Boiler Maintenance and Repairs Contract Pricing Page

Inspections and Testing	Units	Number of Months	Unit Price Per Month	Annual Price For All Required Inspections and Testing
Boilers				
Three Boilers	Month	12	310.00	3,720.00

Subtotal A: 3,720.00

Hourly Rates	Unit of Measure	Estimated Annual Hours *	Unit Price	Extended Amount
Regular Labor Rate	Hour	100	80.00	8000.00
Overtime Labor Rate	Hour	16	120.00	1920.00
Holiday Labor Rate	Hour	8	120.00	960.00
Emergency Labor Rate	Hour	8	120.00	960.00

Subtotal B: 11,840.00

Parts Quote	Estimated Parts Cost **	Markup Percentage	Extended Amount
Parts	\$5,000.00	20 %	6,000.00

Subtotal C: 6,000.00

OVERALL COST (by adding subtotals A, B, and C) 21,560.00

<b>Bidder/Vendor Information:</b>	
Name:	JEFF GILLENWATER
Address:	PO Box 480 Culbden WU 25510
Phone No.:	304-562-7705
Fax No.:	364-392-4178
Email Address:	JL.Gillenwater@C.MCA.WU.COM
Authorized Signature	<i>Jeff Gillenwater</i>

NOTES:

- \* Quantities are estimated for bid evaluation purposes only.
- \*\* Estimated cost for bid evaluation purposes only.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ COR160000010**

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

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

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

Cimes Inc  
Company

Jeff Dillman  
Authorized Signature

12-1-15  
Date

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



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

State of West Virginia  
 Request for Quotation

Proc Folder: 156513

Doc Description: ADDENDUM 1 BOILER MAINTENANCE AND REPAIRS CONTRACT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-17	2015-12-01 13:30:00	CRFQ 0608 COR1600000010	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:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature *[Handwritten Signature]* FEIN # 55-0749511-001 DATE 12-1-15

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



**ADDITIONAL INFORMATION**

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR BOILER MAINTENANCE AND REPAIRS AT LAKIN CORRECTIONAL CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boiler Inspections and Testing	12.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**  
**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**  
 Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Regular Labor Rate	100.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**  
**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**  
 Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Overtime Labor Rate	16.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:  
Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Holiday Labor Rate	8.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:  
Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Emergency Labor Rate	8.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE		LAKIN CORRECTIONAL FACILITY	
LAKIN CORRECTIONAL FACILITY		11264 OHIO RIVER RD	
11264 OHIO RIVER RD		11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Parts Markup Percentage	1.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PREBID MEETING	11/10/15 <del>10:15 AM EST</del>
2	VENDOR QUESTION DEADLINE	11/16/15 <del>10:45 AM EST</del>

<b>COR1600000010</b>	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM 1 BOILER MAINTENANCE AND REPAIRS CONTRACT	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: CRFQ – COR1600000010

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ COR1500000043 (“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:

See Attachment A

**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**  
**CRFQ 0608 COR160000010**  
**Addendum #1**

1. Reissue of the terms and conditions to reflect bond requirements that were omitted by error. The solicitation requires the following bonds: bid bond, labor and material bond, performance bond. The bid bond must be submitted with the vendor's bid submission.
2. To include the drug free workplace affidavit that was omitted by error. The drug free workplace affidavit must be included with the vendor's bid submission.
3. To remove the vendor preference form. Vendor preference is not applicable to this solicitation.
4. To provide the pre-bid meeting sign-in sheet.
5. To add the requirement for contractor's license



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

State of West Virginia  
 Request for Quotation

Proc Folder: 156513

Doc Description: ADDENDUM 2 BOILER MAINTENANCE AND REPAIRS CONTRACT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-18	2015-12-01 13:30:00	CRFQ 0608 COR1600000010	5

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:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN #

55-0749511-001

DATE

12-1-15

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

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR BOILER MAINTENANCE AND REPAIRS AT LAKIN CORRECTIONAL CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boiler Inspections and Testing	12.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**  
Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Regular Labor Rate	100.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**  
Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.



INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Overtime Labor Rate	16.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Holiday Labor Rate	8.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

**IF VENDOR IS SUBMITTING AN ELECTRONIC BID:**

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Emergency Labor Rate	8.00000	LS		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:  
 Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

INVOICE TO		SHIP TO	
BUSINESS OFFICE LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD		LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD 11264 OHIO RIVER RD	
WEST COLUMBIA	WV25287	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Parts Markup Percentage	1.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
78141600			

**Extended Description :**

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:  
 Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PREBID MEETING	11/10/15 <del>10:15 AM EST</del>
2	VENDOR QUESTION DEADLINE	11/16/15 <del>10:45 AM EST</del>

<b>COR1600000010</b>	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM 2 BOILER MAINTENANCE AND REPAIRS CONTRACT	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ COR1600000010**  
**Addendum Number: 2**

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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 clarification regarding performance bond and labor and material bond:

The performance and labor and material bonds are NOT to be submitted by vendors with their bids. The Purchasing Division will send a request to the prospective successful bidder to provide these two particular bonds.

The bid bond is the ONLY bond vendors are to submit with their bid response

**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.



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, Jeff Gillenwater, 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: Jeff Gillenwater  
 Title: Vice President  
 Company Name: Cimco Inc  
 Date: 11/30/15

Taken, subscribed and sworn to before me this 30<sup>th</sup> day of November, 2015.

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.**

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

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

**Vendor Contact Information:**

Vendor Name: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CRFQ 0608 COR16X10

Request for Proposal No.

**SIGN IN SHEET**

PLEASE PRINT

Page 1 of 1

Date: 11/10/2015

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>NITRO MECHANICAL SERVICE</u> Rep: <u>JOHN HUTCHINS</u> Email Address: <u>JHutchins@nitromechanix.com</u>	<u>4300 FIRST AVE. 2ND FLOOR</u> <u>PO BOX 879</u> <u>NITRO WV. 25143-1001</u>	PHONE <u>304-204-1500</u> TOLL FREE FAX <u>304-204-1350</u>
Company: <u>Cimco Inc.</u> Rep: <u>Mark Fletcher</u> Email Address: <u>MFletcher@Cimco WV.com</u>	<u>2336 Virginia Ave</u> <u>Hurricane WV</u> <u>P.O. Box 480</u>	PHONE <u>304-562-7705</u> TOLL FREE <u>304-562-0320</u> FAX <u>304-562-0320</u>
Company: <u>MURRAY SHEET METAL</u> Rep: <u>RANDY ROGERS</u> Email Address: <u>randy@murraysheetmetal.com</u>	<u>3112 SEVENTH ST.</u> <u>PADUCAH WV 26104</u>	PHONE <u>304-422-5481</u> TOLL FREE FAX <u>304-422-4623</u>
Company: <u>Casto Technical Services</u> Rep: <u>Corey Wilson</u> Email Address: <u>CWilson@castotech.com</u>	<u>540 Cedar Sullivan Way</u> <u>Charleston WV 25301</u> <u>P.O. Box 627</u>	PHONE <u>304-346-0549</u> TOLL FREE <u>800-232-2221</u> FAX <u>304-346-8920</u>
Company: <u>Elec MECHANICAL CONTRACTORS</u> Rep: <u>RON KING</u> Email Address: <u>RONALD.KING@SUDDENLINKMAIL.COM</u>	<u>P.O. Box 349</u> <u>CHARLESTON, WV 25322</u>	PHONE <u>304-346-0546</u> TOLL FREE FAX <u>304-346-0548</u>

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (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's Principal Office
- (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 numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D) of \_\_\_\_\_ (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 Obligees, 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 Obligees may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O) \_\_\_\_\_, 20\_\_\_\_ (P) \_\_\_\_\_.

Principal Seal \_\_\_\_\_ (Q)  
(R) (Name of Principal)

By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

Surety Seal \_\_\_\_\_ (U)  
(V) (Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

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

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

**NOW THEREFORE,**

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-In-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**



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).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/23/2015

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

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

<b>PRODUCER</b> George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		<b>CONTACT NAME:</b> Richard Higginbotham <b>PHONE (A/C, No, Ext):</b> 304-357-4520 <b>FAX (A/C, No):</b> 304-345-8724 <b>E-MAIL ADDRESS:</b> rhigginbotham@friedlandercompany.com	
<b>INSURED</b> Cimco, Inc. P O Box 480 Culloeden WV 25510-0480		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Insurance NAIC # 25674 <b>INSURER B:</b> Travelers Ind Co of America 25666 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 688852608 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO-5614B143-15	5/1/2015	5/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-5614B143-15	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-5614B143-15	5/1/2015	5/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6557N779-15	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC includes Broad Form Employers Liability, WV 23-4-2  
Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  TO WHOM IT MAY CONCERN	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV025512

Classification:

HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING

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


Date Issued

MAY 09, 2015

Expiration Date

MAY 09, 2016

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cimco, Inc.  
of P. O. Box 480, Culloden, WV 25510-0480 as Principal, and Great American Insurance Company  
of 301 E 4th Street, Cincinnati, OH 45242, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Cincinnati as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Amount 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  
COR160000010 - Boiler Maintenance Replacement at Lakin Correctional Facility

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  
1st day of December, 2015.

Principal Corporate Seal

Cimco, Inc.

(Name of Principal)

By *Jeff McManis*

(Must be President or  
Vice President)

*Vice President*

(Title)

Surety Corporate Seal

Great American Insurance Company

(Name of Surety)

*Jeffery J. Bell*  
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.**

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET \* CINCINNATI, OHIO 45202 \* 513-369-5000 \* FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20211

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JEFFERY O'DELL	RICHARD L. HIGGINBOTHAM ALL OF	ALL
C. DAVID THOMAS	ROSEANN B. DYE-SMALLEY CHARLESTON, WEST VIRGINIA	\$75,000,000
ROBIN M. HUBBARD-SHERROD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of AUGUST, 2011  
Attest GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President  
DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10TH day of AUGUST, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of December, 2015



*My L C. B.*  
Assistant Secretary

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Cinco Inc

Signed: Jeff S. Donwater

Date: 12-1-15

Title: Vice President

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 exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: Cimes Tax

Authorized Signature: [Signature] Date: 11-30-15

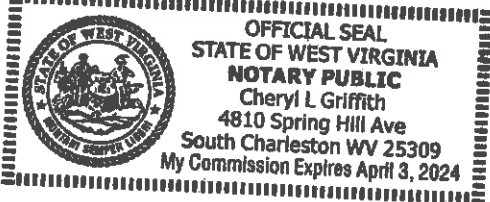
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of November, 2015

My Commission expires April 3, 2024

**AFFIX SEAL HERE**



NOTARY PUBLIC [Signature]  
*Purchasing Affidavit (Revised 07/01/2012)*