



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


## Header 1

[List View](#)

### General Information

Procurement Folder: 309123

Procurement Type: Central Master Agreement

Vendor ID: 000000192144 

Legal Name: ALPHA MECHANICAL SERVICE INC

Alias/DBA:

Total Bid: \$38,100.00

Response Date: 06/01/2017 

Response Time: 10:01

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1700000084

Published Date: 5/23/17

Close Date: 6/1/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 2-HVAC  
PREVENTIVE/CORRECTIVE

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

Proc Folder : 309123

Solicitation Description : Addendum 2-HVAC PREVENTIVE/CORRECTIVE MAINTENANCE AND PARTS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-06-01 13:30:00	SR 0803 ESR06011700000005987	1

VENDOR

000000192144

ALPHA MECHANICAL SERVICE INC

Solicitation Number: CRFQ 0803 DOT17000000084

Total Bid : \$38,100.00

Response Date: 2017-06-01

Response Time: 10:01:46

Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HVAC				\$38,100.00

Comm Code	Manufacturer	Specification	Model #
72151201			

Extended Description :	<div> <div>PREVENTATIVE, CORRECTIVE, AND PARTS</div> <div>AWARD WILL BE BASED ON TOTAL BID AMOUNT</div> </div>
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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
09 — Construction

Proc Folder: 309123

Doc Description: Addendum 2-HVAC PREVENTIVE/CORRECTIVE MAINTENANCE AND PARTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-05-23	2017-06-01 13:30:00	CRFQ 0803 DOT1700000084	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:

Alpha Mechanical Service, Inc.

7200 Distribution Drive

Louisville, KY 40258

888-212-6324

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 51-0456396

DATE 6/1/2017

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

**ADDITIONAL INFORMATION:**

## Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Highways Materials Control, Soils and Testing Division (WVDOH - MCS&T, 190 Dry Branch Drive, Charleston, WV 25306) to establish an open-end contract for HVAC Maintenance. MCS&T is established as the Agency, per the specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS MATERIALS, CONTROL, SOILS, & TESTING 190 DRY BRANCH DR CHARLESTON WV25306 US	DIVISION OF HIGHWAYS MATERIALS, CONTROL, SOILS, & TESTING 190 DRY BRANCH DR CHARLESTON WV 25306 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC				\$38,100.00

Comm Code	Manufacturer	Specification	Model #
72151201			

## Extended Description :

PREVENTATIVE, CORRECTIVE, AND PARTS

AWARD WILL BE BASED ON TOTAL BID AMOUNT

DOT1700000084	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 2-HVAC PREVENTIVE/CORRECTIVE MAINTENANCE AND PARTS	<b>Page 3 of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Alpha Mechanical Service, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
June 1, 2017

\_\_\_\_\_  
Date

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

Revised 6/8/2012



### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Alpha Mechanical Service, Inc.

Contractor's License No.: WV- WV036853

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;

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Sales Administrative Assistant  
 (Name, Title)  
 Sarah Wright Sales Administrative Assistant  
 (Printed Name and Title)  
 7200 Distribution Drive Louisville, KY 40258  
 (Address)  
 888-212-6324/866-296-8035  
 (Phone Number) / (Fax Number)  
 sarah.wright@aamservice.com  
 (email address)

**CERTIFICATION AND SIGNATURE:** 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.

Alpha Mechanical Service, Inc.

(Company)

  
 (Authorized Signature) (Representative Name, Title)

Robert M. Haydon CFO/Assistant Secretary  
 (Printed Name and Title of Authorized Representative)

June 1, 2017  
 (Date)

888-212-6324/866-296-8035  
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
HVAC Maintenance

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11.2.3 Any other remedies available in law or equity.

- 11.3 Agency reserves the right to inspect the HVAC Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

**12. MISCELLANEOUS:**

- 12.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list it's Contract Manager and his or her contact information below.

**Contract Manager:** John Jennings

**Telephone Number:** 304-550-5289

**Fax Number:** 866-296-8035

**Email Address:** john.jennings@aamservice.com

REQUEST FOR QUOTATION  
HVAC Maintenance

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EXHIBIT C - PRICING PAGE

Preventive Maintenance:

Quarterly Charge	x	4 quarterly	=	Total Yearly Charge
\$ 1,900.00	x	4	=	\$ 7,600.00

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ 90.00	x	200	=	\$ 18,000.00

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	1.25	=	\$ 12,500.00

Total Bid Amount: \* \$ 38,100.00

\* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.



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

STATE OF WEST VIRGINIA,  
COUNTY OF \_\_\_\_\_, TO-WIT:

I, Robert M. Haydon, after being first duly sworn, depose and state as follows:

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Robert M. Haydon

Signature: \_\_\_\_\_

Title: Assistant Secretary

Company Name: Alpha Mechanical Service, Inc.

Date: June 1, 2017

Taken, subscribed and sworn to before me this 1st day of June, 2017.

By Commission expires 4/7/2020

(Seal)

\_\_\_\_\_  
(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.**



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Alpha Mechanical Service, Inc.  
of 7200 Distribution Drive Louisville, KY 40258, as Principal, and Great American Insurance Company  
of 301 E. 4th Street Cincinnati, OH 45202, 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 Oblgee, in the penal sum of Five Percent of 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  
HVAC Preventative/Corrective Maintenance and Parts CFRQ 0803 DOT1700000084

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 Oblgee 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 1st day of June, 2017.

Principal Seal

Alpha Mechanical Service, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
CFO  
(Title)

Surety Seal

Great American Insurance Company  
(Name of Surety)

Julia C. McElligott  
Attorney-in-Fact  
Julia C. McElligott

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.

# 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 NINE

No. 0 20756

## 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
JULIA C. MCELLIGOTT	ALL OF	ALL
KENNETH J. PEEPLES	DURHAM, NORTH CAROLINA	\$100,000,000
PHOEBE C. HONEYCUTT		
BOBBI D. PENDLETON		
ADAM PFANMILLER		
JASON LEE SAYERS		

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 8TH day of JULY, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of JULY, 2015, 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.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

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

day of

June

2017



*Steph C. B.*  
Assistant Secretary



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Alpha Mechanical Service, Inc.

Authorized Signature: [Signature] Date: June 1, 2017

State of KY

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 1 day of June, 2017.

My Commission expires 4/7, 2020.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

Purchasing Affidavit (Revised 08/01/2015)