



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

Contact

Default Values

Discount

Document Information

Procurement Folder: 404212

Procurement Type: Central Master Agreement

Vendor ID:  

Legal Name: CIMCO INC

Alias/DBA:

Total Bid: \$87,850.00

Response Date:  

Response Time:

SO Doc Code: CRFQ

SO Dept: 0708

SO Doc ID: ABC1800000007

Published Date: 1/22/18

Close Date: 1/30/18

Close Time: 13:30

Status: Closed

Solicitation Description:   

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)

[View Procurement Folder](#)



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 404212

**Solicitation Description :** Addendum 1-HVAC Equipment Maintenance & Repair Service

**Proc Type :** Central Master Agreement

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2018-01-30<br>13:30:00 | SR 0708 ESR01301800000003255 | 1       |

| VENDOR                    |
|---------------------------|
| 000000209165<br>CIMCO INC |

**Solicitation Number:** CRFQ 0708 ABC1800000007

**Total Bid :** \$87,850.00      **Response Date:** 2018-01-30      **Response Time:** 13:15:52

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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    | Please see Exhibit A Pricing Page |     |            |            | \$87,850.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72101500  |              |               |         |

**Extended Description :** Please provide Exhibit A Pricing Page Total Bid Amount (A+B+C+D+E+F)



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: 404212

Doc Description: HVAC Equipment Maintenance & Repair Service

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-01-05  | 2018-01-30<br>13:30:00 | CRFQ 0708 ABC1800000007 | 1       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**Cimco Inc.**  
 2336 Virginia Avenue  
 Hurricane WV 25526  
 304-562-7705

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN # 55-0749511

DATE 1/25/2018

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



The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish an Open-End Contract to provide HVAC equipment maintenance and repair services for the WVABCA warehouse located at 97 Independent Avenue, Nitro, WV 25143, per the specifications and terms and conditions as attached.

|   |   |
|---|---|
| ACCOUNTING DEPARTMENT<br>ALCOHOL BEVERAGE CONTROL COMMISSION<br>4TH FLOOR<br>900 PENNSYLVANIA AVE<br>CHARLESTON WV25302<br>US | ABCA WAREHOUSE<br>HUB INDUSTRIAL PARK<br>97 INDEPENDENT AVE<br>NITRO WV 25143<br>US |
|---|---|

| Line | Comm Ln Desc                      | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------------|-----|------------|------------|-------------|
| 1    | Please see Exhibit A Pricing Page |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72101500  |              |               |         |

**Extended Description :**  
Please provide Exhibit A Pricing Page Total Bid Amount (A+B+C+D+E+F)

|                     |                                |   |                              |
|---------------------|--------------------------------|---|------------------------------|
| <b>ABC180000007</b> | <b>Document Phase</b><br>Final | <b>Document Description</b><br>HVAC Equipment Maintenance & Repair<br>Service | <b>Page 3</b><br><b>of 3</b> |
|---------------------|--------------------------------|---|------------------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: CIMCO, Inc  
Contractor's License No.: WV- WY025512

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.





**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.

Josh [Signature] Building Services Manager  
(Name/Title)  
Josh Stephenson Building Services Manager  
(Printed Name and Title)  
2336 Virginia Ave. Hurricane, W.V. 25526  
(Address)  
(304) 649-2793 / (304) 397-4178  
(Phone Number) / (Fax Number)  
jstephenson@cimcowv.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.

CIMCO, Inc.  
(Company)  
[Signature] Building Services Manager  
(Authorized Signature) (Representative Name, Title)  
Josh Stephenson Building Services Manager  
(Printed Name and Title of Authorized Representative)  
1/25/2018  
(Date)  
(304) 562-7705 / (304) 397-4178  
(Phone Number) (Fax Number)

# Request for Quotation - HVAC Maintenance

## EXHIBIT A - PRICING PAGE

### Preventive Maintenance Per Quarter

|                    |   |          |   |                        |
|--------------------|---|----------|---|------------------------|
| Quarterly Charge   | x | Quarters | = | Total Yearly Cost      |
| \$ <u>2,125.00</u> | x | <u>4</u> | = | \$ <u>8,500.00 (A)</u> |

### HVAC Maintenance:

|                   |   |                 |   |                             |
|-------------------|---|-----------------|---|-----------------------------|
| Hourly Labor Rate | x | Estimated Hours | = | HVAC Maintenance Labor Cost |
|-------------------|---|-----------------|---|-----------------------------|

|                 |   |            |   |                         |
|-----------------|---|------------|---|-------------------------|
| \$ <u>87.00</u> | x | <u>800</u> | = | \$ <u>69,600.00 (B)</u> |
|-----------------|---|------------|---|-------------------------|

### Filter Change:

|                   |   |                 |   |                          |
|-------------------|---|-----------------|---|--------------------------|
| Hourly Labor Rate | x | Estimated Hours | = | Filter Change Labor Cost |
|-------------------|---|-----------------|---|--------------------------|

|                 |   |            |   |                        |
|-----------------|---|------------|---|------------------------|
| \$ <u>60.00</u> | x | <u>100</u> | = | \$ <u>6,000.00 (C)</u> |
|-----------------|---|------------|---|------------------------|

|                       |   |                 |   |                  |
|-----------------------|---|-----------------|---|------------------|
| Weekday/Overtime Rate | x | Estimated Hours | = | Weekday Overtime |
|-----------------------|---|-----------------|---|------------------|

|                  |   |           |   |                        |
|------------------|---|-----------|---|------------------------|
| \$ <u>100.00</u> | x | <u>15</u> | = | \$ <u>1,500.00 (D)</u> |
|------------------|---|-----------|---|------------------------|

|                       |   |                 |   |                         |
|-----------------------|---|-----------------|---|-------------------------|
| Weekend /Holiday Rate | x | Estimated Hours | = | Weekend/Holiday OT Cost |
|-----------------------|---|-----------------|---|-------------------------|

|                  |   |           |   |                        |
|------------------|---|-----------|---|------------------------|
| \$ <u>100.00</u> | x | <u>10</u> | = | \$ <u>1,000.00 (E)</u> |
|------------------|---|-----------|---|------------------------|

|                      |   |            |   |                  |
|----------------------|---|------------|---|------------------|
| Estimated Parts Cost | x | Multiplier | = | Total Parts Cost |
|----------------------|---|------------|---|------------------|

20%=1.20

10%=1.10

5%=1.05

|                     |   |             |   |                        |
|---------------------|---|-------------|---|------------------------|
| \$ <u>10,000.00</u> | x | <u>1.25</u> | = | \$ <u>1,250.00 (F)</u> |
|---------------------|---|-------------|---|------------------------|

(A+B+C+D+E+F) TOTAL BID AMOUNT: \$ 87,850.00

*\*Total Bid Amount for comparative purposes is calculated by adding A + B + C + D + E + F with the understanding that the resulting contract will be open end based on quarterly rates, hourly rates and parts mark-up proposed by the vendor.*

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: CIMCO, Inc.

Authorized Signature: [Signature] Date: 1/29/2018

State of West Virginia

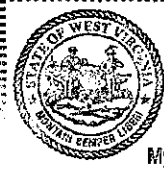
County of Putnam to-wit:

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of January, 2018

My Commission expires August 13, 2018

[Signature: Carmela Redman]

**AFFIX SEAL HERE**



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
Carmela Redman  
Cimco Inc  
2336 Virginia Ave  
Hurricane WV 25526  
My Commission Expires Aug. 13, 2019

**NOTARY PUBLIC**

*Purchasing Affidavit (Revised 07/07/2017)*



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, Josh Stephenson, 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 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.

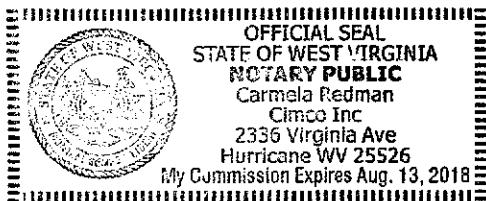
Printed Name: Josh Stephenson  
 Signature: [Handwritten Signature]  
 Title: Bldg Services Div. Mgr  
 Company Name: Cimco Inc  
 Date: 1/29/18

Taken, subscribed and sworn to before me this 29<sup>th</sup> day of January, 2018.

By Commission expires August 13, 2018

(Seal)

[Handwritten Signature: Carmela Redman]  
 (Notary Public)



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: CTMCO, Inc.

Vendor Telephone: (304) 562-7705

Vendor Address: 2336 Virginia Ave.

Vendor Fax: (304) 397-4178

Hurricane, WV, 25526

Vendor E-Mail: service@ctmco.com



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: 404212

Doc Description: Addendum 1-HVAC Equipment Maintenance & Repair Service

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-01-22  | 2018-01-30<br>13:30:00 | CRFQ 0708 ABC1800000007 | 2       |

**BID RECEIVING LOCATION**

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

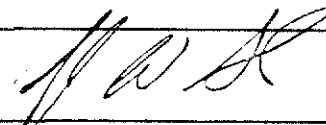
**VENDOR**

Vendor Name, Address and Telephone Number:

**Cimco Inc.**  
**2336 Virginia Avenue**  
**Hurricane WV 25526**  
**304-562-7705**

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X  FEIN # 55-0749511 DATE 1/29/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 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 ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish an Open-End Contract to provide HVAC equipment maintenance and repair services for the WVABCA warehouse located at 97 Independent Avenue, Nitro, WV 25143, per the specifications and terms and conditions as attached.

| INVOICE TO  |  | SHIP TO   |  |
|---|--|---|--|
| ACCOUNTING DEPARTMENT<br>ALCOHOL BEVERAGE CONTROL COMMISSION<br>4TH FLOOR<br>900 PENNSYLVANIA AVE<br>CHARLESTON WV25302<br>US |  | ABCA WAREHOUSE<br>HUB INDUSTRIAL PARK<br>97 INDEPENDENT AVE<br>NITRO WV 25143<br>US |  |

| Line | Comm Ln Desc                      | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------------|-----|------------|------------|-------------|
| 1    | Please see Exhibit A Pricing Page |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72101500  |              |               |         |

Extended Description :

Please provide Exhibit A Pricing Page Total Bid Amount (A+B+C+D+E+F)



**SOLICITATION NUMBER: CRFQ ABC1800000007**

**Addendum Number: No.01**

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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:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to address all questions received.

No other Changes.

**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

**ADDENDUM NO. 1 – QUESTIONS AND ANSWERS**

**SOLICITATION CRFQ - ABC1800000007**

**1) We are wanting to bid the HVAC PM contract for the ABC location do you have a belt and filter list for this site? I did not see anything in the bid documents and there is no pre-bid meeting. Thank you for any help on this.**

**Answer: No. There are no such lists that are kept by the Agency. The vendor will supply the filters and belts and mark up the cost in accordance with the multiplier percentage stated on their Exhibit A Pricing Page.**

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

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Cimco Inc  
Company  
[Signature]  
Authorized Signature  
1/29/18  
Date

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

**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 Fidelity and Deposity Company of  
of 3910 Keswick Rd, Baltimore, MD 21211, a corporation organized and existing under the laws of the State of Maryland  
Maryland with its principal office in the City of Baltimore, 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  
ABC1800000007: HVAC Equipment Maintenance & Repair Service

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  
30th day of January, 20 18.

Principal Corporate Seal

Cimco, Inc.

(Name of Principal)

By [Signature]

(Must be President or  
Vice President)

Vice President  
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

[Signature]  
Attorney-in-Fact

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **C. David THOMAS, Jeffery O'DELL, Bunnie Marie PERRINE, Robin HUBBARD-SHERROD and Richard L. HIGGINBOTHAM**, all of Charleston, West Virginia, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 21st day of December, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
*Assistant Secretary  
Dawn E. Brown*

*David McVicker*  
*Vice President  
David McVicker*

State of Maryland  
County of Baltimore

On this 21st day of December, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 02 day of January, 2018.

*[Handwritten signature]*



*[Handwritten signature: Michael Bond]*

Michael Bond, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2017

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><br>George H. Friedlander Company<br>1566 Kanawha Blvd. E.<br>Charleston WV 25311 | <b>CONTACT NAME:</b> Richard Higginbotham<br><b>PHONE (A/C, H/O, Ext):</b> 304-357-4520<br><b>FAX (A/C, H/O):</b> 304-345-8724<br><b>E-MAIL ADDRESS:</b> rhigginbotham@friedlandercompany.com  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
|--|--|-------------------------------|-------|--------------------------------------|-------|-----------------------------------|-------|--|-------|------------|--|------------|--|------------|
|  | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Property &amp; Casualty</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC# | INSURER A: Phoenix Insurance Company | 25623 | INSURER B: Travelers Indemnity Co | 25658 | INSURER C: Travelers Property & Casualty | 25674 | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE  | NAIC#  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| INSURER A: Phoenix Insurance Company   | 25623  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| INSURER B: Travelers Indemnity Co  | 25658  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| INSURER C: Travelers Property & Casualty   | 25674  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| INSURER D:   |  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| INSURER E:   |  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| INSURER F:   |  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |
| <b>INSURED</b> CIM1001<br>Cimco, Inc.<br>P O Box 480<br>Culloden WV 25510-0480                   |  |                               |       |                                      |       |                                   |       |  |       |            |  |            |  |            |

**COVERAGES**      **CERTIFICATE NUMBER: 2043344895**      **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 INSR (RSD) (W/D) | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------------------|-----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Lib<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PER SECT <input type="checkbox"/> LOC<br>OTHER: |                       | CO-2H301789-17  | 5/1/2017                | 5/1/2018                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurr/accid) \$300,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                       | 810-3H570649-17 | 5/1/2017                | 5/1/2018                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000   |                       | CUP-7F310543-17 | 5/1/2017                | 5/1/2018                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WV)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y N/A          | UB-8567N779-17  | 5/1/2017                | 5/1/2018                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. 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  
 Per Project Aggregate applies when required by written contract.  
 Evidence of Insurance

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>TO WHOM IT MAY CONCERN | <b>CANCELLATION</b><br>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<br>   |

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# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV025512

**Classification:**

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING

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

**Date Issued**

**Expiration Date**

MAY 09, 2017

MAY 09, 2018

*Mitchell R. Smith*

*Gene Crayton*

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.