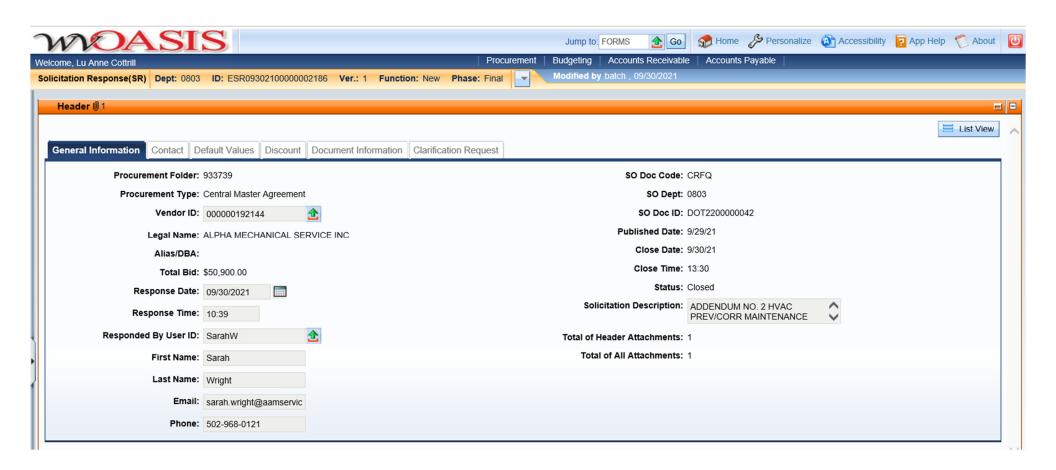


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





State of West Virginia **Solicitation Response**

Proc Folder:

933739

Solicitation Description:

ADDENDUM NO. 2 HVAC PREV/CORR MAINTENANCE AND PARTS

Proc Type:

Central Master Agreement

Solicitation Response Solicitation Closes Version SR 0803 ESR09302100000002186 1

2021-09-30 13:30

VENDOR

000000192144

ALPHA MECHANICAL SERVICE INC

Solicitation Number:

CRFQ 0803 DOT2200000042

Total Bid:

50900

Response Date:

2021-09-30

Response Time:

10:39:40

Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X

FEIN#

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

DATE

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Sep 30, 2021 Page: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HVAC PREVENTIVE/CORRECTIVE	1.00000	EA	50900.000000	50900.00
	MAINTANCE AND PARTS				

Comm Code	Manufacturer	Specification	Model #	
72151201				

Commodity Line Comments: None

Extended Description:

HVAC PREVENTIVE/CORRECTIVE MAINTANCE AND PARTS

Date Printed: Sep 30, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia **Centralized Request for Quote Highways**

Proc Folder:

933739

Reason for Modification:

Doc Description: ADDENDUM NO. 2 HVAC PREV/CORR MAINTENANCE AND PARTS

ADDENDUM NO 2

Vendor Questions and Responses

Proc Type:

Central Master Agreement

Date Issued

Solicitation Closes

Solicitation No

Version

2021-09-29

2021-09-30 13:30 CRFQ 0803

DOT2200000042

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Alpha Mechanical Service, Inc.

Address: 7200

Street: Distribution Drive

City: Louisville

State: KY

Country: US

Zip: 40258

Principal Contact: Sarah Wright

Vendor Contact Phone: 888-212-6324

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor Signature :

FEIN# 51-0456396

DATE 9/29/2021

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

Date Printed: Sep 29, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 2

Addendum No_2 Issued to publish and distribute the attached information to the vendor community.

Vendor Questions and Responses

INVOICE TO		SHIP TO	
DIVISION OF HIGHWA	YS	DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	wv
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC PREVENTIVE/CORRECTIVE	1.00000	EA		
	MAINTANCE AND PARTS				\$50,900.00

Comm Code	Manufacturer	Specification	Model #	
72151201				

Extended Description:

HVAC PREVENTIVE/CORRECTIVE MAINTANCE AND PARTS

SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	9:00am @ District 1 HQ	2021-09-17
2	Tech Qustions due by 10:00am	2021-09-22

	Document Phase	Document Description	Page 3
DOT2200000042		ADDENDUM NO. 2 HVAC PREV/ CORR MAINTENANCE AND PARTS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT2200000042 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000042 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
[X]	Attachment of pre-bid sign-in sheet(s)
	Correction of error
ſX1	Other

Description of Modification to Solicitation:

- 1. To provide pre-bid sign-in sheets from mandatory meeting held on 9/17/21.
- 2. To extend the bid opening from 09/28/2021 to 09/30/2021. The bid opening time remains at 1:30 pm.
- 3. Any responses to vendor questions will be issued under separate addendum.

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.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFO DOT2200000042

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)

[X]	Addendum No. 1	[]	Addendum No. 6
[J	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	Į.]	Addendum No. 9
[]	Addendum No. 5	[j	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 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

September 29, 2021

Date

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Alpha Mechanical Service, Inc.							
Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.							
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.						
NONE							

Attach additional pages if necessary

SOLICITATION NUMBER: CRFQ DOT2200000042

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000042 ("Solicitation") to reflect the change(s) identified and described below.

[]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other

Additional Documentation:

Applicable Addendum Category:

Bid Opening remains 09/30/2021 at 1:30pm

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.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2200000042

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.

(Chec	k the bo	ox next to each addendum	n received)	
	[]	Addendum No. 1	[]	Addendum No. 6
	[X]	Addendum No. 2	[]	Addendum No. 7
	[]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

September 29, 2021

Date

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

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.
tol demis
(Name, Title)
John Jennings / Account Representative
(Printed Name and Title)
7200 Distribution Drive Louisville, KY 40258 (Address)
888-212-6324 or 304-550-5289 Fax 866-296-8035
(Phone Number) / (Fax Number)
john.jennings@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.
By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
Alpha Mechanical Service, Inc.
(Company) /
(Authorized/Signature) (Representative Name, Title)
(Authorized Signature) (Representative Name, Title)
Jason Ilari/Controller
(Printed Name and Title of Authorized Representative)
· · · · · · · · · · · · · · · · · · ·
September 29, 2021
(Date)
_888-212-6324/866-296-8035
(Phone Number) (Fax Number)

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 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 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: (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: <u>Alpha M</u>	gchanical Servic		
Authorized Signature:	as In	Date	e: <u>9/29/2021</u>
State of Kentucky			
County of <u>Jefferson</u>	, to-wit:		
Taken, subscribed, and swo	A / Bull DAVN O	1 <u>111</u> , 20 <u>2</u> 4	, 20 <u>21</u> .
AFFIX SEAL HERE	AUBLIC ALARGE KENTINGSION EXPIRES	EDTARY PUBLIC ////	Blilly Blus HONOKO Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION 012200112 HVAC Maintenance

EXHIBIT C - PRICING PAGES

Monthly Charge	x	12 months	***	Total Yearly Charge
\$_1,950.00	x	12		\$_23,400.00

Corrective Maintenance:

Preventive Maintenance:

Hourly Labor Rate	x	Estimated Hours		Total Labor Cost
\$_75.00	x	200	=	\$_15,000.00
Estimated Parts Cost	x	Multiplier		Total Parts Cost
\$10,000.00	x	_1.25	=	\$ 12,500.00

Total Cost * \$_50,900.00

^{*} Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

Document A310TM - 2010

Boston, MA 02116

SURETY:

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Alpha Mechanical Service, Inc. 7200 Distribution Drive Louisville, KY 40258 Liberty Mutual Insurance Company 175 Berkeley Street

(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable,

OWNER:

(Name, legal status and address)

State of West Virginia Dept. of Administration Purchasing Division 2019 Washington Street East

Charleston, WV 25305

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Division of Highways, Solicitation #: DOT2200000042 - HVAC Preventative/Corrective Maintenance and Parts

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in thil force and effect. The Strety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Strety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Strety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

30th

day of September, 2021

Alpha Mechanical Service, Inc.

(Principal)

(Seal)

Bv:

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

(Title) Tahitia M. Fly

Attorney-In

Surety Phone No.

617-357-9500



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205063-674009

POWER OF ATTORNEY

NOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, the
perty mutual insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organize
der the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. C. Stephens
riggs, Charissa D. Lecuyer, Charles R. Teter, III, Christy M. Braile, Debra J. Scarborough, Evan D. Sizemore, Jeffrey C. Carey, Kellie A. Meyer, Lauren Scott, Mary
Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of each individually if there be more than one named, its true and lawful attorney-in-fact to make, state of execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this __19th__ day of __ March 2021

INSI





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY ss

nd/or Power of Attorney (POA) verification inquiries, 610-832-8240 or email HOSUR@libertymutual.com. 19th day of 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance March On this 19th day of March , 2021 before me personally appeared David M. Carey, who acknowledged militient to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Noteries

By: Lerisa Pastella
Teresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety bond an any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such For bon please instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the

Authorization — By unanimous consent of the Company's board of Directors, the company wherever appearing upon a certified copy of any power of attorney is such system of the company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Character Insurance Company Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is astell, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affice time seals of said Companies to the seal said Companies to the seals of

30th day of September





Renee C. Llewellyn, Assistant Secretary



First In Quality • First In Service • First For You

REFERENCES

