



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

<b>Proc Folder:</b> 1485389		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Jackson County AFRC Chiller Replacement (Construction)			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-08-07	2024-08-26 13:30	CRFQ 0603 ADJ2500000013	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000 189985  
 Vendor Name : DSO Mechanical LLC  
 Address : 515 Third Ave  
 Street :  
 City : South Charleston  
 State : West Virginia Country : USA Zip : 25303  
 Principal Contact : Jeffrey Kelley  
 Vendor Contact Phone: 304-744-8479 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

RECEIVED  
 2024 AUG 26 PM 1:03  
 WV PURCHASING  
 DIVISION

Vendor Signature X  FEIN# 46-1525016 DATE 08/26/2024

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

**ADDITIONAL INFORMATION**

Construction:

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract to provide all labor, materials, tools, supplies and equipment to remove the old and replace with two (2) new 100-ton chillers at the Jackson County Armed Forces Reserve Center, in Millwood, WV, per the attached documentation.

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West Virginia Army National Guard  
 Jackson County Armed Forces Reserve Center  
 8832 Point Pleasant Road  
 Millwood, WV 25652

August 15, 2024 at 10:00am

See General Construction Specifications for additional information regarding site visits.

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INVOICE TO	SHIP TO
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ADJUTANT GENERALS OFFICE 1707 COONSKIN DR  CHARLESTON                      WV US	JACKSON COUNTY ARMED FORCES RESERVE CENTER 8832 POINT PLEASANT RD  MILLWOOD                              WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Jackson County AFRC Chiller Replacement (Construction)				

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description:**

Construction:  
 See Bid Form to input pricing.

Provide all labor, materials, tools, supplies and equipment needed to provide and install two (2) new chillers per the attached specifications.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:00 am., est.	2024-08-15
2	Vendor Technical Questions Due By 11:00 am., est.	2024-08-21

**RFQ# ADJ25\*13**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVE AND REPLACE  
TWO (2) CHILLERS AT THE JACKSON COUNTY ARMED FORCES RESERVE CENTER  
8832 Point Pleasant Road, Millwood, WV 25652

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: DSO Mechanical LLC

VENDOR ADDRESS: 515 Third Ave.  
South Charleston, WV 25303

TELEPHONE: 304-744-8479

FAX NUMBER: 304-744-8491

E-MAIL ADDRESS: mLaughlin@dsomech.com

**CONTRACT TOTAL COST: BASE BID-CONTRACT ITEM NO.1- Provide labor & materials to remove and dispose of two (2) old Chillers and replace with new per the attached specifications.**

*Three Hundred Sixty Two Thousand, Five Hundred, Twenty Five.*

(\$ 362,525 ) \*\*\* (Contract bid to be written in words and numbers.)

SIGNATURE:  DATE: 08/26/2024

NAME: Mike Laughlin  
(Please Print)

TITLE: Project Manager



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
**West Virginia Contractor  
Licensing Board**

**NUMBER: WV050370**

**CLASSIFICATION:**

**HEATING, VENTILATING & COOLING  
PLUMBING**

**DSO MECHANICAL LLC  
DBA DSO MECHANICAL LLC  
515 THIRD AVENUE  
SOUTH CHARLESTON, WV 25303**

**DATE ISSUED**

**EXPIRATION DATE**

<b>JANUARY 21, 2024</b>	<b>JANUARY 21, 2025</b>
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Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** DSO Mechanical

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.

Attach additional pages if necessary

**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.

(Printed Name and Title) Mike Laughlin

(Address) 515 Third Ave., South Charleston, WV 25303

(Phone Number) / (Fax Number) 304-744-8479 / 304-744-8491

(email address) mLaughlin@dsomech.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

DSO Mechanical

(Company)

(Signature of Authorized Representative)

Mike Laughlin / Project Manager / 08/26/2024

(Printed Name and Title of Authorized Representative) (Date)

304-744-8479 / 304-744-8491

(Phone Number) (Fax Number)

mLaughlin@dsomech.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ25\*13  
Jackson County AFRC Chiller Replacement (Construction)

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**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 its Contract manager and his or her contact information below.

**Contract Manager:** Mike Laughlin

**Telephone Number:** 304-744-8479

**Fax Number:** 304-744-8491

**Email Address:** mLaughlin@dsomech.com

- a. Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency’s right to pursue any other available remedy.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ250000013**

**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 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.

DSO Mechanical LLC

\_\_\_\_\_  
Company

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

08/26/2024

\_\_\_\_\_  
Date

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, DSO Mechanical, LLC  
of 515 Third Avenue, South Charleston, WV 25303, as Principal, and Nationwide Mutual Insurance  
Company of Columbus, Ohio, a corporation organized and existing under the laws of the State of Ohio  
Ohio with its principal office in the City of Des Moines, IA, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5% of the total amount bid (\$ \_\_\_\_\_) 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  
CRFQ 0603 ADJ250000013  
Jackson County AFRC Chiller Replacement (Construction)  
Equipment replacement of (2) HVAC Air Cooled Chillers Turnkey

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 19th day of August, 2024.

Principal Seal

DSO Mechanical, LLC  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Operations Manager  
(Title)

Surety Seal

Nationwide Mutual Insurance Company  
(Name of Surety)  
[Signature]  
Alexandrea R. Grant, Attorney-in-Fact

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

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**ALEXANDREA R GRANT; KAREN L MEDURI; MICHAEL A ALTHANS; MICHAEL N CHESS; PATRICIA SKALLA;  
RACHEL L HOPKINS; JAMES C ALTHANS**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda  
Notary Public, State of New York  
No. 01LA6427697  
Qualified in Kings County  
Commission Expires January 3, 2026

Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of August, 2024.

Assistant Secretary

**NATIONWIDE MUTUAL INSURANCE COMPANY  
AND SUBSIDIARIES AND AFFILIATES**

Consolidated Statutory Statements of Admitted Assets, Liabilities and Surplus

<i>(in millions)</i>	December 31,	
	2023	2022
<b>Admitted assets</b>		
<b>Invested assets</b>		
Bonds	\$ 20,643	\$ 21,716
Stocks	9,812	8,850
Mortgage loans, net of allowance	1,816	1,777
Owner occupied real estate, at cost (less accumulated depreciation of \$394 and \$408 as of December 31, 2023 and 2022, respectively)	282	296
Cash, cash equivalents and short-term investments	510	89
Other invested assets	7,085	6,731
<b>Total invested assets</b>	<b>\$ 40,148</b>	<b>\$ 39,459</b>
Premiums in course of collection	4,501	4,821
Corporate-owned life insurance	1,600	1,524
Deferred federal income tax asset	1,926	1,921
Other assets	1,652	1,760
<b>Total admitted assets</b>	<b>\$ 49,827</b>	<b>\$ 49,485</b>
<b>Liabilities and surplus</b>		
<b>Liabilities</b>		
Losses and loss expense reserves	\$ 17,821	\$ 17,247
Unearned premiums	8,488	8,906
Accrued expenses and taxes, other than federal income taxes	725	800
Agents' security compensation plan reserve	723	789
Other liabilities	3,099	2,829
<b>Total liabilities</b>	<b>\$ 30,856</b>	<b>\$ 30,571</b>
<b>Surplus</b>		
Surplus notes, net of unamortized issue discount of \$8 as of December 31, 2023 and 2022	\$ 3,546	\$ 3,546
Unassigned surplus	15,425	15,368
<b>Total surplus</b>	<b>\$ 18,971</b>	<b>\$ 18,914</b>
<b>Total liabilities and surplus</b>	<b>\$ 49,827</b>	<b>\$ 49,485</b>

See accompanying notes to the consolidated statutory financial statements.

**Certification**

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2023 and 2022 to the best of my knowledge and belief.

*Jamie Train*  
\_\_\_\_\_  
Jamie Train

*Attirmed and Subscribed before me by Jamie Train  
on March 15, 2024 at Franklin county Ohio*

*Andrew Swartzel*



**ANDREW SWARTZEL**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-839107  
My Commission Expires Oct. 24, 2026