



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 1269548			<b>Reason for Modification:</b>
<b>Doc Description:</b> Equipment and Systems Maintenance and Repairs Contract DRKJC			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-08-02	2023-08-28 10:30	ARFQ 0608 DCR2400000013	1

**BID RECEIVING LOCATION**

<b>VENDOR</b>		
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**  
 Mary R Kemper  
 304-957-8226  
 mary.r.kemper@wv.gov

Vendor Signature X  FEIN# 46-1525016 DATE 08/28/2023

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

**ADDITIONAL INFORMATION**

The West Virginia Division of Administrative Services (DAS) is soliciting bids on behalf of the Division of Corrections and Rehabilitation (DCR) to establish an open-ended contract to provide preventative maintenance and inspections, corrective maintenance, repairs, replacement parts, and installation of new devices and equipment for the Equipment and Systems Maintenance and Repairs Contract at Donald R. Kuhn Juvenile Center located at 1 Lory Place, Julian, WV 25529 in Boone County

INVOICE TO		SHIP TO	
DONALD R KUHN JUVENILE CENTER 1 LORY PL		DONALD R KUHN JUVENILE CENTER 1 LORY PL	
JULIAN US	WV	JULIAN US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Overall Cost				<i>26,418.<sup>00</sup></i>

Comm Code	Manufacturer	Specification	Model #
72151201			

**Extended Description:**  
Equipment and Systems Maintenance and Repairs Contract

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Non-Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2023-08-14
2	Deadline for Questions Due is 2:00 PM E.S.T.	2023-08-21
3	Bid Due By 10:30 AM E.S.T.	2023-08-28

	Document Phase	Document Description	Page 3
DCR2400000013	Final	Equipment and Systems Maintenance and Repairs Contract DRKJC	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Donald R. Kuhn Juvenile Center

ARFQ 0608 DCR240000013 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Preventative Maintenance Equipment and Systems	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Year	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Extended Amount
Equipment and Systems	Biannual	2	3,300	6,600

Subtotal A: 6,600


Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours *	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount
Regular Labor Rate	Hour	100	96	9,600
Overtime Labor Rate	Hour	16	124	1,984
Holiday Labor Rate	Hour	8	134	1,072
Emergency Labor Rate	Hour	8	134	1,072

Subtotal B: 13,568

New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	New Equipment, Devices, and Parts Markup Percentage	New Equipment, Devices, and Parts Markup Percentage Extended Amount
Parts	\$5,000.00	7.5 %	6,250

Subtotal C: 6,250

OVERALL COST (by adding subtotals A, B, and C) 26,418

**Bidder/Vendor Information:**  
 Name: DSO Mechanical LLC  
 Address: 515 Third Ave., South Charleston, WV 25303  
 Phone No.: 304-744-8479  
 Fax No.: 304-744-8491  
 Email Address: mlaughlin@dsomech.com  
 Authorized Signature: 

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

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

**Bidder's Name:** DSO Mechanical LLC

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.



# 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 AVE  
SOUTH CHARLESTON, WV 25303

DATE ISSUED

JANUARY 21, 2023

EXPIRATION DATE

JANUARY 21, 2024

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.

**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.

 Project Manager  
(Name, Title) Mike Laughlin Project Manager  
(Printed Name and Title) 515 Third Ave., South Charleston, WV 25303  
(Address) 304-744-8479 304-744-8491  
(Phone Number) / (Fax Number) mlaughlin@dsomech.com  
(Email address)

**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 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 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 Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.

DSO Mechanical LLC  
(Company)  
 Project Manager  
(Authorized Signature) (Representative Name, Title)  
Mike Laughlin Project Manager 08/28/2023  
(Printed Name and Title of Authorized Representative) (Date)  
08/28/2023  
(Date)  
304-744-8479 304-744-8491  
(Phone Number) (Fax Number)  
mlaughlin@dsomech.com  
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

DSO Mechanical LLC

\_\_\_\_\_  
Company

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

08/28/2023

\_\_\_\_\_  
Date

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



ARFQ 0608 DCR240000013  
REQUEST FOR QUOTATION  
EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT  
DONALD R. KUHN JUVENILE CENTER

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whichever is less. Agency must approve all price adjustments prior to implementation.

**1.15 CONTRACTOR DEFAULT:**

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

**1.16 CONTRACT MANAGER:**

- A. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor'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. Contractor should list its contract manager and his or her contact information below. The previously specified information must be submitted prior to award of contract.

**Contract Manager:** Bob Harless  
**Telephone Number:** 304-744-8479  
**Fax Number:** 304-744-8491  
**Email Address:** bharless@dsomech.com

**END OF SPECIFICATIONS**

STATE OF WEST VIRGINIA  
**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 §15A-3-14, 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: DSO Mechanical LLC

Authorized Signature:  Date: 08/28/2023

State of West Virginia

County of Kanawha, to-wit:

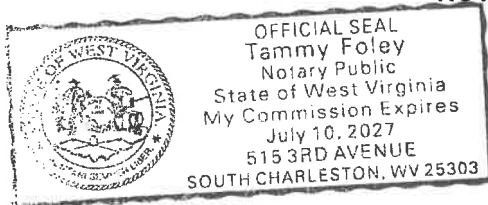
Taken, subscribed, and sworn to before me this 28 day of August, 2023.

My Commission expires 7/10, 2027.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**







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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Kanawha, TO-WIT:**


I, Mike Laughlin, after being first duly sworn, depose and state as follows:

1. I am an employee of DSO Mechanical LLC; and,  
(Company Name)
2. I do hereby attest that DSO Mechanical LLC  
(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: Mike Laughlin

Signature: 

Title: Project Manager

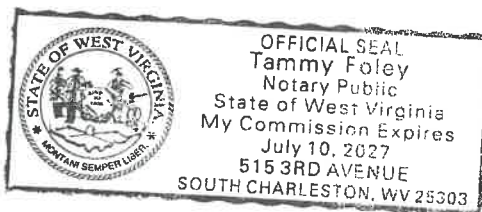
Company Name: DSO Mechanical LLC

Date: 08/28/2023

Taken, subscribed and sworn to before me this 28 day of August, 2023.

By Commission expires 7/10/27

(Seal)



  
(Notary Public)

**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  
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  
HVAC Maintenance  
ARFQ 0608 DCR240000013 - Equipment and Systems Maintenance and Repairs  
Contract DRKJC

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 8th day of August, 2023.

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]  
Attorney-in-Fact Janet M. Bean

**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; JAMES C ALTHANS; JAMES C ALTHANS JR; JANET M BEAN; MICHAEL A ALTHANS; NICOLE R JAKOVLIC;  
SUSAN C BARRIBALL;

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 20th day of August, 2021.

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

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, 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.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, 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 8th day of August, 2023.

Assistant Secretary