



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

Request for Quotation

RFQ NUMBER
RJCMNT013

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544



Rich's Refrigeration, Inc.
1151 Airport Road
Sutton, WV 26601
Phone: 304.765.5833
Fax: 304.765.2063

REG'L JAIL & CORR'L AUTH'Y
CENTRAL REGIONAL JAIL

300 DAYS DRIVE
SUTTON, WV
26601

558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/15/2009				
BID OPENING DATE: 01/19/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-36		\$39,990 ⁰⁰
AIR HANDLING UNIT REPLACEMENT						
CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE THE AIR HANDLING UNITS AT THE CENTRAL REGIONAL JAIL, FLATWOODS, WV, PER THE SPECIFICATIONS.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 01/05/2010 AT 11:00 AM AT THE ABOVE LOCATION, FLATWOODS, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						

RECEIVED

2010 JAN 19 PM 12:44

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
SIGNATURE <i>[Signature]</i>		304 765 5833	1/18/10
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE	
Resident	55 0653057		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY</p>						
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<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BRAXTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						
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IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.						
FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL						

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	<p>PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>					

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6

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MODERN
SUTTON



Rich's Refrigeration, Inc.
1151 Airport Road
Sutton, WV 26601
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SHIP
TO

REG'L JAIL & CORR'L AUTH'Y
CENTRAL REGIONAL JAIL

300 DAYS DRIVE
SUTTON, WV
26601 558-2110

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	(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.					
	(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.					
	REV. 11/96					
	EXHIBIT 10					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NOS.:					
	NO. 1	..	11/5/10		
	NO. 2			
	NO. 3			
	NO. 4			

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
SIGNATURE	304-765-5833	1/18/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	550683057		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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REC. COPY



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NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE <i>Rich's Refrigeration Inc</i>.....COMPANY 1/18/10.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>		TELEPHONE 304 765 5833		DATE 1/18/10		
TITLE President		FEIN 550653051		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>Rich's Refrigeration Inc.</i> ...</p> <p>CONTRACTORS LICENSE NO.: ... <i>WV0001629</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-765-5833	1/18/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	550653051	

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***** THIS IS THE END OF RFQ RJCMNT013 ***** TOTAL:						
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NOTICE TO BIDDERS

Sealed bids for **Air Handling Unit Replacement For Central Regional Jail**, will be received by the State of West Virginia Regional Jail And Correctional Facility Authority, in accordance with the Request for Quotations issued by the State Of West Virginia Purchasing Division, at the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. Plans and specifications may be obtained by contacting: ZMM Architects & Engineers, 222 Lee Street West, Charleston, West Virginia 25302; 304-342-0159 (phone); 304-345-8144 (fax).

Up to 2 sets of bidding documents for this project may be obtained by qualified prime contractors from the office of ZMM, Inc., Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302. A deposit of **\$75.00**, payable to ZMM, Inc., will be required for each set of documents. Deposits will be refunded if bidding documents are returned to the Architect in good condition within 20 days of bid date. Bidders will be responsible for cost of shipping and handling.

Request for Quotations may be obtained by contacting:

State Of West Virginia
Department Of Finance and Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: 304-558-2316

Bidding documents may be examined at Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc. 1627 Bigley Avenue Charleston, WV 25302 304-342-7141	McGraw-Hill/F. W. Dodge 437 19 th Street Dunbar, WV 25064 304-766-6880/ FAX 304-766-6882	Contractors Association of WV 2114 Kanawha Boulevard East Charleston, WV 25311 304-342-1166
Pittsburgh Builders Exchange 1813 N. Franklin Street Pittsburgh, PA 15233 412-922-4200	Construction Employers Assoc. of North Central WV, 2794 White Hall Blvd. White Hall, WV 26554 304-367-1290	Reed Construction Data 30 Technology Parkway South Suite 100 Norcross, GA 30092 770-417-4000/ FAX 770-849-6475

Procedures, policies and relevant sections of law, as well as the terms and conditions, of the State of West Virginia and/or the Purchasing Division apply to this project. The order of precedence over conflicting sections, shall be first, documents issued by the Purchasing Division, second, the specifications for the project as defined by the Architects, and third, any attachments or supplemental information included with the specifications.

Any notice for a pre-bid conference will be issued in the State's Request For Quotations.

DOCUMENT 00100 – INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Pre-Bid Conference

A pre-bid conference will be held at the time stipulated in the "Request for Quotations" at the site. Attendance at pre-bid conference is mandatory for prime bidders only.

2. Receipt and Opening of Bids

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

3. Bidder's Representations

By submitting a Bid, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder's request will be made only by addenda.

4. Preparation of Bid

Each bid should be submitted on the prescribed form and in accordance with the Director of Purchasing's requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

Each bid should be submitted to the Director of Purchasing, Department of Finance and Administration, in accordance with purchasing regulations.

5. Method of Bidding

The OWNER invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.

Bidders must comply with all bidding requirements and conditions set forth in the Project Manual and the Request For Quotations. In the case of any conflict, the Purchasing Division regulations as expressed in the Request For Quotations shall supersede the Project Manual. All bidders and bidder's subcontractors shall be licensed in compliance with WV State Code.

6. Bid Security

Each Bid shall be accompanied by a bid bond payable to the Owner for five percent (5%) of the total Bid issued by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the state of the proposed project. Should the Bidder refuse to enter into a contract with the Owner on the terms stated in the Bidding Documents or fail to furnish bonds covering faithful performance of the Contract and all obligations arising thereunder, the full amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Sample Bid Bond forms are included in Bidding Forms section

7. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to John Abbott/State Of West Virginia/Purchasing Division/2019 Washington Street East/Charleston, WV 25305, or in the preferred method of email: john.h.abbott@wv.gov per the language of and by the date shown in the Request For Quotations. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

The Bidder to whom any contract is awarded, must pay for, execute and deliver to the Purchasing Division, prior to award of contract, a corporate surety Performance and Labor and Material Payment Bond on the forms for which a sample is provided, to be executed by an A M Best A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the resident state of the Project, in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information For Bidders).

10. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes

12. Method of Award - Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the contract, the contract will be awarded on the base bid and alternates as they may apply. If such bid exceeds such amount, the OWNER may reject all bids or may award the contract on the base bid combined with such deductible alternates in the Form of Bid, as produces a net amount which is within the available funds.

13. Substitutions

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request For Quotations for the submission of technical questions. To ensure clarity of the requests, bidders should submit said requests in writing by mail, hand deliver or email. Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

14. List of Proposed Subcontractor and equipment/Material Suppliers

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the Purchasing Division within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the Purchasing Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof. "

15. Insurance Coverage

The Contractor shall present evidence to the OWNER of adequate coverage of General Liability and Property Damage Insurance to protect the OWNER from any claim of damage which might arise from any accident or carelessness during the life of this contract.

Insurance coverage types and minimum coverage amounts are indicated on sample Certificate of Insurance bound herein.

16. West Virginia Workers' Compensation

All employees engaged in the work of this contract shall be covered by Workers Compensation Insurance.

17. Wage Rates

In preparation of Bids, contractors are reminded that all projects for the State Of West Virginia are subject to requirements found in the "West Virginia Jobs Act," Chapter 21, Article 1C of the West Virginia Code and all Department of Labor regulations.

Each Bidder shall be responsible for obtaining a current and correct schedule of the prevailing wage rates, as determined by the WV Department of Labor for the resident county of the Project. Bidders may obtain current wage rates at www.wvsos.com, or contact the office of the WV Secretary of State (304) 558-6000.

Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and subcontractor.

18. Vendor's Number

Prior to any bid or bids being awarded, vendors must properly register and pay the appropriate registration fee to the Purchasing Division. Application for such certificate and vendor's number may be obtained from the Purchasing Division, 2019 Washington Street East, Charleston, West Virginia 25305 (304) 558-2306.

END OF DOCUMENT

Attachment: Request for Substitution (Prior to Bid)

REQUEST FOR SUBSTITUTION (PRIOR TO BID)

This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted.

Instructions:

1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.

To: **WV Purchasing Division,
ATTN: John Abbott, Senior Buyer
2019 Washington Street,
Charleston, WV 25305**

Date: _____

Project Name and Number _____

Section: _____

Article: _____

Specified Product/Manufacturer: _____

Proposed Substitute: _____

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be available for the proposed substitution.

Submitted by:

Signature/Title: _____

Prime Bidder: _____

Address: _____

Telephone: _____

Attachments

Architect/Engineer's Review Comments:

____ Accepted ____ Accepted As Noted

____ Not Accepted ____ Received Too Late

____ Not a Substitutable Item

Signature: _____

Review Date: _____

BID FORM

DATED: 1/18/2010
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001629

SUBMITTED TO: State of West Virginia
Department Of Administration
Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

AIR HANDLING UNIT REPLACEMENT FOR CENTRAL REGIONAL JAIL SUTTON, WEST VIRGINIA

all in accordance with the drawings and specifications as prepared by ZMM, Inc , 222 Lee Street West, Charleston, West Virginia 25302, as follows:

TOTAL BASE BID:

For the sum of: Thirty Nine Thousand Nine hundred Ninety
dollars and no Cents (\$ 39,990.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 60 Days after Contractor's Receipt of Owner's Notice To Proceed. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty

Accompanying this proposal is a bid bond in the amount of One Thousand Nine hundred
Ninety Nine dollars and 50/cent Cashiers Check (\$ 1,999.50), payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

1 1/15/10

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

SIGNATURE OF BIDDER:

Firm: Rich's Refrigeration
Address: 1151 Airport Rd
Address: Buttn W 26601

By: [Signature]
Title: President
Phone: 504 765 5853

END OF BID FORM

LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractor or equipment/material supplier. The Owner or Architect/Engineer may indicate their concerns regarding any entity listed about which they have reason to believe that, due to past experience, poor performance may be expected.

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

I, _____ representing _____
(Signature of Responsible Company) (Company Name)
on this date _____ submit the following list of subcontractors and major
material suppliers for your review and comment. This is the final and complete list of companies
who will be performing work or supplying materials for _____
(Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. <u>N/A</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

5.	_____	_____	_____
	_____	_____	
6.	_____	_____	_____
	_____	_____	
7.	_____	_____	_____
	_____	_____	
8.	_____	_____	_____
	_____	_____	
9.	_____	_____	_____
	_____	_____	
10.	_____	_____	_____
	_____	_____	
11.	_____	_____	_____
	_____	_____	
12.	_____	_____	_____
	_____	_____	
13.	_____	_____	_____
	_____	_____	
14.	_____	_____	_____
	_____	_____	

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001629

Classification:

ELECTRICAL
HEATING, VENTILATING & COOLING
PIPING
PLUMBING

RICHS REFRIGERATION A/C HEAT PLUMBI
DBA RICHS REFRIGERATION A/C HEAT PLUMBI
1151 AIRPORT RD
SUTTON, WV 26601-9744

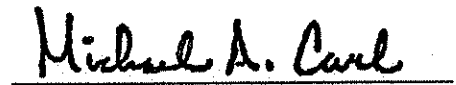
Date Issued

AUGUST 07, 2009

Expiration Date

AUGUST 07, 2010


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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

INSURANCE AGENCY'S NAME AND ADDRESS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: INSURER'S NAME

INSURER B: INSURER'S NAME

INSURER C: INSURER'S NAME

INSURER D:

INSURER E:

CONTRACTOR'S NAME AND ADDRESS

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY				EACH OCCURRENCE \$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$1,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
A		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
B		GARAGE LIABILITY				AGG \$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$5,000,000
		EXCESS / UMBRELLA LIABILITY				AGGREGATE \$5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
C		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

CERTIFICATE HOLDER

CANCELLATION

STATE AGENCY'S NAME AND ADDRESS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

X

ACORDTM CERTIFICATE OF PROPERTY INSURANCE		DATE
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURANCE AGENCY'S NAME AND ADDRESS		
		COMPANIES AFFORDING COVERAGE
		COMPANY A INSURER'S NAME
INSURED		COMPANY B
CONTRACTOR'S NAME AND ADDRESS		COMPANY C
		COMPANY D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	SPECIAL				BLANKET BUILDING	\$
	EARTHQUAKE				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	<input checked="" type="checkbox"/> INLAND MARINE				<input checked="" type="checkbox"/> BUILDING	CONTRACT AMT
	TYPE OF POLICY				<input checked="" type="checkbox"/> TRANSIT	\$ 20%
A	Inst/Builder's Risk	(if applicable)			<input checked="" type="checkbox"/> OFF-SITE	\$ 20%
	CAUSES OF LOSS				STORAGE	\$
	NAMED PERILS					\$
	OTHER					\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY					\$
						\$
	OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

Owner is to be named as additional insured.

CERTIFICATE HOLDER

STATE AGENCY'S NAME AND ADDRESS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BID BOND PREPARATION INSTRUCTIONS

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AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____(C)_____ of _____(D)_____, _____(E)_____,
as Principal, and _____(F)_____ of _____(G)_____,
_____(H)_____, a corporation organized and existing under the laws
of the State of _____(I)_____ with its principal office in the City of
_____(J)_____, as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of _____(K)_____
(\$ _____(L)_____) 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 _____(M)_____

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 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 time within which the Oblige 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 hereto and these presents to be signed by their proper officers,
this _____(N)_____ day of _____(O)_____, 20 _____(P)_____.

Principal Corporate Seal

(R)

_____(Q)_____
(Name of Principal)
By _____(S)_____
(Must be President or
Vice President)
_____(T)_____
Title

(U)
Surety Corporate Seal

_____(V)_____
(Name of Surety)

_____(W)_____
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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
_____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

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.**

LABOR AND MATERIAL PAYMENT BOND

28

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)
as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)
_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____
as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____).
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Title)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond

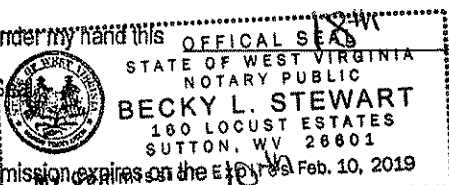
*Power of Attorney must be certified on this date or later.

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

29

Acknowledgment by Principal if individual or Partnership

1. STATE OF WV
2. County of Braxton to-wit:
3. I, Becky Stewart, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that Shane Oney of Rich's Refrigeration, Inc
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this 18th day of Jan 20 10
6. Notary Seal:  Becky Stewart (Notary Public)
8. My commission expires on the 10th day of Feb. 20 19

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal _____ 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal _____ 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

30

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8)
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions
4. Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed Must be the same as or later than signature date
- 6 Affix Notary Seal
7. Notary affixes his/her signature
- 8 Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State
- 10 Enter name of County.
- 11 Enter name of Notary Public witnessing transactions
- 12 Enter name of Corporate Officer signing bond.
- 13 Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation
- 15 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 16 Affix notary Seal.
- 17 Notary affixes his/her signature.
- 18 Notary enters commission expiration date

ACKNOWLEDGMENT BY SURETY

- 19 Enter name of State.
- 20 Enter name of County.
- 21 Enter name of Notary Public witnessing transactions.
- 22 Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company
- 24 Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed Must be the same as or later than signature date
26. Affix Notary Seal
27. Notary affixes his/her signature
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed Imposed limitations.
- c Certificate date, the signature date of bond must be entered
- d Signature of authorizing official must be affixed. (Signature may be facsimile).
- e **Raised seal must be affixed.**

PERFORMANCE BOND

31

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise It shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
 2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.
- No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

32

Acknowledgment by Principal if individual or Partnership

- 1 STATE OF _____ to-wit:
2 County of _____
3 I, _____, a Notary Public in and for the
4 county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county
5. Given under my hand this _____ day of _____ 20_____
6. Notary Seal 7. _____
(Notary Public)
8 My commission expires on the _____ day of _____ 20_____

Acknowledgment by Principal if Corporation

- 9 STATE OF _____ to-wit:
10 County of _____
11 I, _____, a Notary Public in and for the
12 county and state aforesaid, do hereby certify that _____
13 who as, _____ signed the foregoing writing for
14 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
15. Given under my hand this _____ day of _____ 20_____
16 Notary Seal 17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20_____

Acknowledgment by Surety

19. STATE OF _____ to-wit:
20. County of _____
21 I, _____, a Notary Public in and for the
22 county and state aforesaid, do hereby certify that _____
23 who as, _____ signed the foregoing writing for
24 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
25. Given under my hand this _____ day of _____ 20_____
26. Notary Seal 27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20_____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20_____

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

33

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8)
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28)
4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State
2. Enter name of County.
- 3 Enter name of Notary Public witnessing transactions.
- 4 Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 6 Affix Notary Seal
- 7 Notary affixes his/her signature
- 8 Notary enters commission expiration date

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
- 10 Enter name of County.
- 11 Enter name of Notary Public witnessing transactions.
- 12 Enter name of Corporate Officer signing bond.
- 13 Enter Title of Corporate Officer signing bond (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation.
- 15 Notary enters date bond was witnessed Must be the same as or later than signature date
- 16 Affix notary Seal
- 17 Notary affixes his/her signature
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
- 23 Enter Title of person binding Surety Company
- 24 Enter name of Insurance Company (Surety)
25. Notary enters date bond was witnessed. Must be the same as or later than signature date
- 26 Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a Name of attorney in fact must be listed.
- b Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d Signature of authorizing official must be affixed. (Signature may be facsimile)
- e. Raised seal must be affixed.

MAINTENANCE BOND

34

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____
as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligor, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____
in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date
of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or
defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

(Title)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond

*Power of Attorney must be certified on this date or later

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

35

Acknowledgment by Principal if Individual or Partnership

1 STATE OF _____
2 County of _____ to-wit:
3 I, _____, a Notary Public in and for the
4 county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county
5 Given under my hand this _____ day of _____ 20_____
6 Notary Seal 7. _____
(Notary Public)
8 My commission expires on the _____ day of _____ 20_____

Acknowledgment by Principal if Corporation

9 STATE OF _____
10 County of _____ to-wit:
11 I, _____, a Notary Public in and for the
12 county and state aforesaid, do hereby certify that _____
13 who as, _____ signed the foregoing writing for
14 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15 Given under my hand this _____ day of _____ 20_____
16 Notary Seal 17 _____
(Notary Public)
18 My commission expires on the _____ day of _____ 20_____

Acknowledgment by Surety

19 STATE OF _____
20 County of _____ to-wit:
21 I, _____, a Notary Public in and for the
22 county and state aforesaid, do hereby certify that _____
23 who as, _____ signed the foregoing writing for
24 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
25 Given under my hand this _____ day of _____ 20_____
26 Notary Seal 27 _____
(Notary Public)
28 My commission expires on the _____ day of _____ 20_____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20_____

By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

36

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28)
4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions
4. Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date
6. Affix Notary Seal.
7. Notary affixes his/her signature
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions
12. Enter name of Corporate Officer signing bond
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date
16. Affix notary Seal
17. Notary affixes his/her signature.
18. Notary enters commission expiration date

ACKNOWLEDGMENT BY SURETY

19. Enter name of State
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions
22. Enter name of person having power of attorney to bind Surety Company
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date
26. Affix Notary Seal
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered
- d. Signature of authorizing official must be affixed (Signature may be facsimile)
- e. **Raised seal must be affixed.**

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/14/2009

PRODUCER (304)925-6789 FAX (304)925-0149

Ramsey Insurance Agency Inc.

4301 MacCorkle Ave SE

PO Box 4025

Charleston, WV 25364

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED RICH'S REFRIGERATION A/C, HEAT

1150 AIRPORT RD

1151 Airport Road

SUTTON, WV 26601

INSURER A: Hartford Casualty Insurance Co

29424

INSURER B: Hartford Underwriters Ins Co

30104

INSURER C: Brickstreet Insurance

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	40SBAVQ3612	03/01/2009	03/01/2010	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	40UECTR5263	03/01/2009	03/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC10000699-05	07/16/2009	07/16/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

Dept. of Administration
Purchasing Division
Building 15
2019 Washington St. East
Charleston WV 25305-0130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mary Kerns/JODI

Mary P. Kerns

ACORD 25 (2009/01)

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2008

**WEST VIRGINIA
STATE TAX DEPARTMENT**

2010

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:

**RICHS REFRIGERATION AIR CONDITIONING HEATING PLUMBING &
WELDING SERVICE
1151 AIRPORT RD
SUTTON, WV 26601**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1039-0801

This certificate is issued for the registration period beginning: **July 1, 2008**

This certificate is valid until: **June 30, 2010**

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU
TO FINES PER W. VA. CODE § 11-9.**

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.



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

STATE OF WV

COUNTY OF Braxton, TO-WIT:

I, Shana Oray, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Richs Refrigeration Inc.
(Company Name)

By: [Signature]

Title: President

Date: 1/18/10

Taken, subscribed and sworn to before me this 18th day of Jan, 2010.

By Commission expires Feb 10, 2019

(Seal) OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
BECKY L. STEWART
160 LOCUST ESTATES
SUTTON, WV 26801

My Commission Expires Feb. 10, 2019

Becky Stewart
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

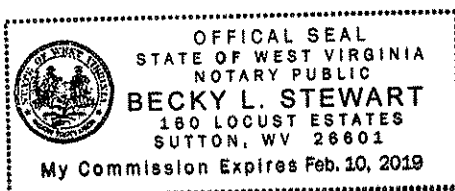
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Richs Refrigeration, Inc.Authorized Signature: [Signature] Date: 1/18/10State of WVCounty of Braxton, to-wit:Taken, subscribed, and sworn to before me this 18 day of Jan, 2010.My Commission expires Feb. 10, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

Becky L Stewart

CASHIER'S CHECK



69-274/515

00020407

DATE 01/19/2010

REMITTER RICH'S RQ# RJCMNT013

\$ 1,999.50

\$1,999.50

DOLLARS

PAY TO THE
ORDER OF

West Virginia Department Of Administrations Purchases Division

James H. Hall

AUTHORIZED SIGNATURE