



B-n-A Heating & Cooling, LLC

13972 George Washington Hwy
Rowlesburg, WV 26425

Phone Number: 304-454-9714

Fax Number: 304-454-9716

Email: bnaheating@yahoo.com

2011 APR 26 A 10:59
HEATING DIVISION
STATE OF WV

RECEIVED

FAX TRANSMITTAL FORM

To: *Purchasing Division*

Date Sent: *04-26-2011*

Phone:

Fax: *304-558-3970*

Number of Pages (including cover): *11*

Message:

Bid For Division of Juvenile Services.

Black water Falls. Road

Davis, WV.

26210

RFQ DJS010330



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

**Request for
 Quotation**

REQUISITION
DJS010330

APPROVED BY: _____
 TARA LYLE
 504-558-2544

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

**DIVISION OF JUVENILE SERVICES
 DAVIS CENTER**

**BLACKWATER FALLS ROAD
 DAVIS, WV
 26260**

DATE PRINTED	PERIOD OF SALE	SHIP VIA	EST	PREP. NUMBER
03/31/2011				

BID OPENING DATE: **04/26/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	UNIT PRICE	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-32		
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 04/11/2011 AT 1:00 PM AT THE DAVIS CENTER LOCATED AT BLACKWATER FALLS ROAD, DAVIS, WV 26260. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND THE BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p> <p>DEMOLITION SERVICES</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 04/11/2011 AT 1:00 PM AT THE DAVIS CENTER LOCATED AT BLACKWATER FALLS ROAD, DAVIS, WV 26260. 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.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Robert H. Meyer TELEPHONE: 304-454-9714 DATE: 04-26-2011
 TITLE: Mc-ber FROM: 30-0089845 ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DJS010330

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

MURKIN

*202134903 304-454-2085
 B N A HEATING & COOLING LLC
 13972 GEORGE WASHINGTON HWY

 ROWLESBURG WV 26425

SHIBTO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER

 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2011				

BID OPENING DATE: **04/26/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. SEE ATTACHED ADDITIONS OR CLARIFICATIONS TO THE SPECIFICATIONS. 2. PRE-BID SIGN-IN SHEET ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001		JB		968-32		
	I			DEMOLITION SERVICES		
***** THIS IS THE END OF RFQ DJS010330 ***** TOTAL:						81,422.53

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert A. Pye</i>	TELEPHONE 304-454-9714	DATE 04-26-2011
TITLE Member	FEBN 30-0089845	ADDRESS CHANGES TO BE NOTED ABOVE

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

DAVIS CORRECTIONAL CENTER
BUILDING DEMOLITION AND PAVING
DJS010330

**** REVISED ****
BID FORM

DATE: 04-26-2011

TO THE OWNER: WV Division of Juvenile Services
1200 Quarrier Street
Charleston, WV 25301

PROJECT: Requisition No. DJS010330
Davis Center
Building Demolition

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

BASE BID: General Demolition Work

Eighty one thousand four hundred Dollars (\$ 81,422.53).
twenty-two dollars and fifty-three cents.

The Bidder understands that it is the intent of the Owner to award a contract on the basis of the lowest Base Bid.

The Owner may elect to reject all Bid Proposals.

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

It is expressly agreed that the Work shall be started within 15 days of the Owner's Notice to Proceed. The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within 45 calendar days following receipt of the Owner's written Notice to Proceed and agrees to achieve Final Completion within 15 consecutive calendar days thereafter.

Upon receipt of the Owner's written notice of the acceptance of this Bid, the Bidder agrees that he shall execute and deliver the bonds and insurance certificates as set forth in the Bidding Documents to the Owner, or the Bidder shall forfeit the security deposited with this Bid.

The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of Bids without forfeiture of the five percent (5%) bid security deposited with this Bid.

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

It is expressly agreed that the Work shall be started within 15 days of the Owner's Notice to Proceed. The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within 30 calendar days following receipt of the Owner's written Notice to Proceed and agrees to achieve Final Completion within 15 consecutive calendar days thereafter.

The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of Bids.

RESPECTFULLY SUBMITTED:

DATE: 04/26/2011

FIRM NAME: B-n-A Heating & Cooling LLC (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: 13972 George Washington Hwy
Rowlesburg WV 26425

WV VENDOR NO.: 202134903

CONTRACTOR LICENSE NO.: WV030847

BY: Robert A. Peterson
(SIGNATURE, IN INK)

TITLE: Member

END OF BID FORM

EXHIBIT 10

REQUISITION NO.: DJS010330

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 NO.'S:

NO. 1 RAA

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

Robert A. Aguirre
SIGNATURE

B-n-A Heating & Cooling LLC
COMPANY

04-26-2011
DATE

RFQ No. DJS 010330

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 SIGNATURE

Vendor's Name: B-N-A Heating & Cooling LLC

Authorized Signature: Robert A. Ryan Date: 04/26/2011

State of West Virginia

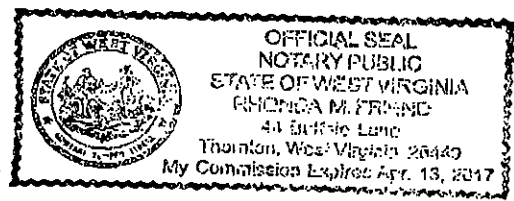
County of Preston to-wit:

Taken, subscribed, and sworn to before me this 26 day of April, 2011.

My Commission expires April 13, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Rhonda M. Freund





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

STATE OF West Virginia
COUNTY OF Preston, TO-WIT:

I, Robert A Ayersman after being first duly sworn, depose and state as follows:

1. I am an employee of B-n-A Heating & Cooling LLC, and,
(Company Name)
2. I do hereby attest that B-n-A Heating & Cooling LLC
(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.

B-n-A Heating & Cooling LLC
(Company Name)

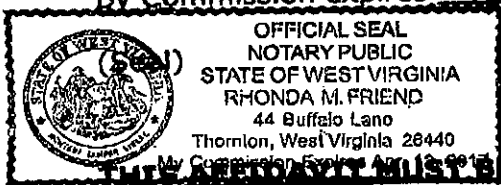
By: Robert A Ayersman

Title: _____

Date: 04/26/11

Taken, subscribed and sworn to before me this 26th day of April 2011.

By Commission expires April 13, 2017



Rhonda M. Friend
(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.



Western Surety Company

BID BOND
(Percentage)

Bond Number: 71098881

KNOW ALL PERSONS BY THESE PRESENTS, That we B'Na Heating & Cooling, LLC
 _____ of
13972 George Washington Hwy., Rowlesburg, WV 26425, hereinafter
 referred to as the Principal, and Western Surety Company
 _____,
 as Surety, are held and firmly bound unto State of West Virginia
 of 2019 Washington Street E, P.O. Box 50130, Charleston, WV 25305-0130
 hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest
 amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Demolition of Two Buildings

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
 specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
 contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
 damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
 obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of April, 2011

B'Na Heating & Cooling, LLC
 (Principal)

By Robert A. Ayers (Seal)

Western Surety Company
 (Surety)

By Tamara Elizabeth Jones Attorney



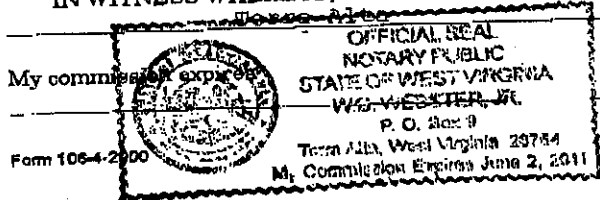
**ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)**

STATE OF West Virginia
COUNTY OF Preston

Bond No. 71098881

On this 25th day of April, 2011, before me, a notary public in and for said County, personally appeared Tamara Elizabeth Jones to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Tamara Elizabeth Jones acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at West Virginia, the day and year last above written.



[Handwritten Signature]
Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71098881

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Tamara Elizabeth Jones

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: B'Na Heating & Cooling, LLC

Obligee: State of West Virginia

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

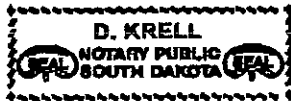
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 26, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of April, 2011.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

On this 26th day of April, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of April, 2011.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President