

TYPE NAME/ADDRESS HERE

Southern Air, Inc.

2655 Lakeside Drive

Lynchburg VA 24501

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

Request for REQNOMBER Quotation

GSD126459

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE 407 NEVILLE STREET BECKLEY WV

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bld.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 vold and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. 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.html 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending verify that the vendor is licensed and in good standing with the above entitles.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services. purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications; Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for MEGNUMBER Quotation

GSD126459

PAGE 3

Address connespondence to attention of KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE 7 407 NEVILLE STREET BECKLEY WV 304-558-2317 25801

RFO COPY TYPE NAME/ADDRESS HERE Southern Air Inc 2655 Lakeside Drive Lynchburg VA 24501

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Southern Air Inc

2655 Lakeside Drive

Lynchburg, VA 24501

State of West Virginia Request for Department of Administration Quotation GSD126459 Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

PAGE 4

ADDRESS CONRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE 407 NEVILLE STREET

BECKLEY WV 25801

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE 407 NEVILLE STREET BECKLEY WV 25801 304-558-2317

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

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PAGE 8

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Quotation

Request for REONUMBER GSD126459

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE GENERAL SERVICES DIVISION 407 NEVILLE STREET BECKLEY WV

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RFQ COPY TYPE NAME/ADDRESS HERE Southern Air Inc

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PAGE 11

ADDRESS COHRESPONDENCE TO ATTENTION OF: KRISTA FERRELL 3<u>04-558-2596</u>

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE 407 NEVILLE STREET BECKLEY WV

2655 Lakeside Drive Lynchburg Va 24501 25801 304-558-2317 DATE PRINTED TERMS OF SALE SHIP VIA E.O.G. FREIGHT TERMS 03/29/2012 BID OPENING DATE: 04/19/2012 BID OPENING TIME

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				i See ae	J VERSE SIDE FO	OR TERMS AND CO	NOITIONS :			
SIGNATURE	let C.	III				TELEPHONE (434) 385-	6200	DATE 4/	19/12
Pres	ident	: 0	ZÍN ,	54-06	04377			ADDRESS CH	ANGES TO	BE NOTED ABOVE

General Services Division Bldg. 23 HVAC Unit Replacement GSD126459

REQUEST FOR QUOTATIONS GSD126459 Building 23 HVAC UNIT REPLACEMENT Beckley, West Virginia

Location:

West Virginia State Office Building #23

407 Neville Street

Beckley, West Virginia 25801

For:

State of West Virginia General Services Division 1900 Kanawha Blvd; East Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor

Purchasing Division P. O. Box 50130

Charleston, West Virginia 25305-0130

Telephone: (304) 558-2596

Fax: (304) 558-4115 Krista, S. Ferrell @wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide HVAC replacement units as specified in the attached documents in Building 23 located at 407 Neville Street, Beckley, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

Mandatory Pre-Bid Meeting:

A mandatory pre-bid conference will be held on April 11, 2012 at 10:00 am. Contractors attending the meeting shall assemble in the lobby of Building 23. No parking is provided for attendees by the Agency. See Purchasing Division Request for Quotation for additional information.

Scope of Work:

The work consists of replacing 6 existing HVAC equipment with new water source heat pumps per the attached service location report. The Agency will provide one (1) unit. See line item one under Service Models and Locations. Units provided by the contractor shall be equal or better in specification and performance to the replacement unit specified in Item 1 below. Units must be compatible with existing Trane Tracer Summit System.

Contractor shall also format graphics and integrate into the Trane Tracer HVAC Management System. Updated graphics of the new units shall include any required service updates to the 8 supervisory and local management terminals located in Building 11 in Charleston, WV. All units will be tested for function and control capability to the respective zone coverage areas before being accepted by the Agency.

SERVICE MODELS AND LOCATIONS: Heat Pumps

- HP-22, Rm. 413: Model # CCH036AMFS, Serial #7TK2943202
 This unit will be replaced with Agency furnished unit: Trane Model # GEHE0301Do1BOLRDO10000, Serial #WIIL22182. The replacement unit is already on site.
- 2. HP-03, Rm. 131: Model #CCHO36AMFE, Serial # 7TK29543 02
- HP-29, Rm. G115: Model #CCHO30AMFS, Serial#7TK29433 02
- 4. HP-15, Rm. 318: Model #CCH024AMFS, Serial # 7TK2508902
- 5. HP-16, Rm. 313: Model #(unknown tag missing), Serial # CCHO36AMFS
- 6. HP-18, Rm. 301: Mode I#CCHo36AMFS, Serial # 7TK28057

The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Contractor shall coordinate the schedule around the Agency's work requirements.

Contractor shall furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. The intent is that the completed work consists of replacing and installing 6 new water source heat pumps. Units should be fully operational and fully functioning in control monitoring mode. Contractor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment or material contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

Documents:

This Request for Quotations also incorporates the attached documents:

- The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
- 2. GSD126459 Attachment A: Bid Form

Contract Period:

The Contract shall be completed within ninety (90) calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$250.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Reference Requirement:

Bidders shall supply at least three references indicating their capabilities to perform such work. References should include the name, location, and HVAC system used in the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work.

Qualifications:

- A. The Contractor must provide letters of reference for at least three (3) distinct contracts documenting the successful completion of repair and warranty services to pumps and chillers of the type equipment currently serving Building 23.
- B. Work under this Contract may only be performed by a mechanic who has first provided documentation of certifications and or licensure for the following:

1. Electricians-

WV Master Electricians License

2. Plumbers-

WV Master Plumbers License

3. HVAC-

EPA 608 Certification and Apprentice Certification of Completion of HVAC Vocational Program prior to

January 1, 2006

Definitions:

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305.
- B. "Contractor" shall be defined as the successful bidder or vendor.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. "Corrective Repair" shall be defined as repair work performed to correct a malfunction or failure in an HVAC system.

- F. "Holldays" shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).
- G. "Testing" shall be defined as a function test upon the completion of ordered services to ensure equipment is returned to normal operating mode or to determine if additional repairs are required.

Payment:

Invoices shall be submitted for payment (in arrears) and must include the following information:

- Invoice must include invoice date, service dates, FEIN number, complete address of vendor and Master Contract number.
- Invoices shall be mailed to the following address:

General Services Division 1900 Kanawha Blvd. E. Building 1, Room MB-68 Attn: Business Manager Charleston, WV 25305

All work shall be inspected and approved prior to payment.

Supplementary General Conditions:

- A. The qualified Contractor shall satisfactorily perform all specified work outlined in the Scope of Work and further described in the drawings, specifications or other attachments. Authorization to perform the work described herein must be approved in writing by issuance of the Notice to Proceed and signed by the Agency Representative.
- B. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- C. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor will be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and

General Services Division Bldg. 23 HVAC Unit Replacement GSD126459

licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility.

- D. The Contractor will hold harmless the State, and must provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor will not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.
- E. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.
- F. This contract will be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- H. The Contractor will pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- Contractor will be responsible for parts and materials as follows:
 - The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal and disposal of all waste and debris from Owner's property as a result of performing this contract.
 - Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.
 - Unless greater warranties are specified elsewhere in this RFQ, the Contractor shall include a minimum one (1) year labor and materials warranty on all work performed.
- J. Any work to be performed to successfully execute the terms of this Contract by a third party or sub-contractor must be pre-approved by the Owner or their Representative or Designee. All such work, after Owners approval, will remain the sole responsibility of the

General Services Division Bldg. 23 HVAC Unit Replacement GSD126459

successful bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work as described herein by a third party or sub-contractor.

Bonds and Insurance:

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

General Requirements:

Project Closeout:

- 1. Final cleanup shall be completed prior to final acceptance.
- 2. Submit warranty documents to Agency Project Manager.
- 3. Perform final inspection with the Agency Project Manager.

Final Inspection:

The Final Inspection will be conducted by a Project Manager from the Agency. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform to the Contract Documents.

Final payment shall not be made until all work is finally accepted.

Limits of Work:

Work areas will be limited to those spaces required for access to the building.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager and Protective Services to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Use of Facilities:

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

Contractor Schedule:

State of West Virginia Department of Administration General Services Division Bldg. 23 HVAC Unit Replacement GSD126459

The Contractor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Contractor shall adhere to schedule provided and coordinate through the Agency Project Manager.

Waste Removal:

The Contractor shall be required to leave the work area clean upon completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

Contractor Visitor Badges:

Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

Work Restrictions:

Work shall be generally performed inside the existing building between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager.

This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

Parking:

No parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

Building Access:

The building is available from 7:00 am to 5:00 pm. Extended work hours or schedules may be arranged if acceptable and approved by the agency. This building is a secure location. Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

General Services Division Bldg. 23 HVAC Unit Replacement GSD126459

Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA,UL, ANSI, ASME and related standards.

Safety:

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

Hot Work Permit:

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

Warranty:

A one year warranty on labor and materials or the manufacturer's warranty, whichever is greater, are required.

General Services Division GSD126459 Bldg 23 HVAC

State of West Virginia Department of Administration

GSD126459 Attachment A: Bid Form

Bidder's Company Name: _	Southern Air Inc
Bidder's Address:	2655 Lakeside Drive
	Lynchburg VA 24501
	Southern Air Inc
(if different)	P O Box 4205 Lynchburg VA 24502
Phone Number:	(434) 385-6200
Fax Number:	(434) 385-9081
Email Address:	david.stowers@southern-air.com
WV Contractor's License f	Number: <u>WV001545</u>
conditions affecting the cost conditions to bidders, drawing	, having examined the site and being familiar with the local of the work and also being familiar with the general ngs, and specifications, hereby propose to furnish all abor to complete all work in a workmanlike manner, as cuments.
TOTAL CONTRACT BID (1	otal to be written in words and numbers)
Fifty-nine thous	sand six hundred fifty-six
18 59.656.00)

Vendors are strongly encouraged to type Cost Sheets/Bid Forms.

State of West Virginia Department of Administration General Services Division GSD126459 Bldg 23 HVAC

References

Reference Name:	Charles L. Simpson
Position:	Director of Environmental & Maint Service.
Address'	209 West Fineastle Tazewell Va 24691
Telephone Number:	276-988-5511
Dualant Nama:	1/4.5.005 /500 +1005 /exewell /4. 36/0015
Project Description:	Various HYAC installations & service
,	
Reference Name:	Jeff Brewer
Position:	Maintenance Director
Address:	19 Park St. Pineville WV 24874
Telephone Number:	304-732-6262
Drojoot Name	Wanings Wyoming Co. Schools
Project Description:	HVAC installations + service
,	
	,
Reference Name:	Shonnon Porker
Position:	Facility Manger
Addrage:	200 Health Leater Dr. Union WV 24983
Telephone Number:	304-772-3064
Project Name:	Monroe Co. Health Center
Project Description:	HUAC installations & Service



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

STATE OF	<u>Virginia</u>	
c6thry	F Lynchburg	, TO-WIT:
I, Ronald	d G. Kida Jr.	_, after being first duly sworn, depose and
state as fo	llows:	
1. I am	an employee of	Southern Air Inc ; and, (Company Name)
2. I do	hereby attest that _	Southern Air Inc
		(Company Name)
mai poli	ntains a valid written cy is in compliance w	n drug free workplace policy and that such vith West Virginia Code §21-1D-5.
The above	statements are swo	orn to under the penalty of perjury.
		Southern Air Inc
		(Company Name)
		By: Ronald G. Kidd Jr.
		Title: President
		Date: <u>4/19/12</u>
Taken, su	bscribed and sworn t	to before me this 19 day of Opric . 2012
WETEN KANTO	ission expires <u>3</u>	31/16
7 (SHOOLD)	/ <u>1</u> : ★ =	Jonet & Martin
NBLIO	// V	(Notary Public)
CTHIS AF	FIDAVIT MUST BE	SUBMITTED WITH THE BID IN ORDER TO ROVISIONS. FAILURE TO INCLUDE THE
WEGMPLY	WITH WY CODE P	SHALL RESULT IN DISQUALIFICATION OF
THE BID		Doughtorch 2000

	GSD126459 ²⁵
RFQ No.	

STATE OF WEST VIRGINIA	١
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 exceed 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: Southern Air	r Inc.
Authorized Signature: Nonala C	Date: 4/19/12
Ronald G. Kidd	
State of <u>Virginia</u>	
City of County of Lynchburg, , to-wit:	
Taken, subscribed, and sworn to before me this $)\mathcal{C}$	1 day of april 2012
My Commission expires 3 31 16	. 20
AFFIX SEAL HERE	NOTARY PUBLIC Janet & Marter
APPIA SCAL HENG	
MARXIV	
THE WALL THE THE PARTY OF THE P	
ES SOTARY *=	
E NUBLY SIZE	Purchasing Affidavit (Revised 12/15/09)

Ge	neral Services	Division
Agency	neral Services GSD126459	DIVIDIO
REQ.P.O#_	GSD120409	

		BID I	BOND
VAIONAL A	MI MEM DV THEGE	ODECENTO That we like u	Southern Air, Inc.
nnovva not 2	2655 Lakeside D	rive, Lynchburg, VA 245	501 as Principal, and Hartford Accident and Indemnit
On مہ Company	e Hartford Plaza	Hartford, CT 06155	cornoration organized and existing under the laws of the State of
Connecticut	with its principal of	ice in the City ofHarti	of Amount (\$ 5% of Bid) for the payment of which,
of West Virginia.	es Obligee, in the pa	nal sum of Five Percent o	of Amount (\$ 5% of Bid) for the payment of which,
well and truly to h	e mede, we jointly a	nd severally bind ourselves, o	our heirs, administrators, executors, successors and assigns.
The Cor	ndillon of the above o	obligation is such that wherear	as the Principal has submitted to the Purchasing Section of the
Decertment of Ac	iministration a certai	n bld or proposal, attached he	ereto and made a part hereof, to enter into a contract in writing for ilding 23, 407 Neville Street, Beckley, WV
NOWT	HEREFORE,		
(b) If so hereto and shall it agreement create force and effect.	lurnish any other bor ed by the acceptance It is expressly under	pled and the Principal shall er ids and insurance required by a of said bid, then this oblicati	enter into a contract in accordance with the hid or proposal attached by the bid or proposal, and shall in all office respects perform the tion shall be null and void, otherwise this obligation shall remain in full ability of the Surety for any and all claims hereunder shall, in no event,
way impaired or a	ety, for the value rec affected by any exter ny such extension.	eived, hereby slipulates and a sion of the lime within which	agrees that the obligations of said Surety and its bond shall be in no i the Obligee may accept such bid, and said Surety does hereby
IN WITH	IESS WHEREOF, P	rincipal and Surely have here	ounto set their hands and seals, and such of them as are corporations
			e presents to be signed by their proper officers, this
19th day of _	April	, 20_ 12.	
			Southern Air, Inc.
Principal Corpora	le Seal		(Name of Privalpal)
			A MI PER
			(Must be President or
			Vice President)
			Ronald G. Kidd, Jr. President
			(7ille) Hartford Accident and Indemnity Company
Surely Corporate	Seal		
, .	·		(Name of Surety) MULLOQ S. SILLIMA)
			Theresa S. Stump, Attorney-In-Fact

I neresa S. Stump, Attorney-In-Fact '
IMPORTANT - Surely executing bonds must be licensed in West Virginia to transact surely insurance. Relied corporate seals must be affixed, a power of attorney must be attached.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4 One Hartford Plaza

Hartford, Connecticut 06155 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

OW ALL PERSONS BY THESE PRESENTS THAT:	Agency Code: 14-730214 & 14-730836
X Hartford Fire Insurance Company, a corporation duly organized under the laws of	of the State of Connecticut
X Hartford Casualty Insurance Company, a corporation duly organized under the la	ws of the State of Indiana
X Hartford Accident and Indemnity Company, a corporation duly organized under	the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under	
Twin City Fire Insurance Company, a corporation duly organized under the laws or	
Hartford Insurance Company of Illinois, a corporation duly organized under the le	aws of the State of Illinois
Hartford Insurance Company of the Midwest, a corporation duly organized unde	r the laws of the State of Indiana
Hartford Insurance Company of the Southeast, a corporation duly organized un	der the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

E. Bruce Wilsie, Theresa S. Stump, Deanna W. Sparks, Sherrie B. Denison, Matthew D. Kerr III, Vickie H. Bibee, Bethany Murphy of Roanoke VA, Robert M. Coon, Susan F. Westbrook, Linda P. Greenway of Greensboro NC, Latimer Williams, Tambri Doby of Charlotte NC, R. Hutcheson Mauck Jr., Mike Philhower, Stacey W. Hall of Richmond VA, Windy Lebbad of Raleigh NC, William B. San Soucie, Joanna M. Carson, Lindsey M. De Jarnelle, Stephen B. Dolin, Cary A. McFadden, Cara Brown of Lynchburg VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \(\subseteq \), and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12, 2000, July 21, 2003, or January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 11th day of August, 2011, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that (s)he resides in the County of Hartford, State of Connecticut; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Nora M. Stranko Notary Public My Commission Expires March 31, 2013

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 14, 2012

Signed and sealed at the City of Hartford.









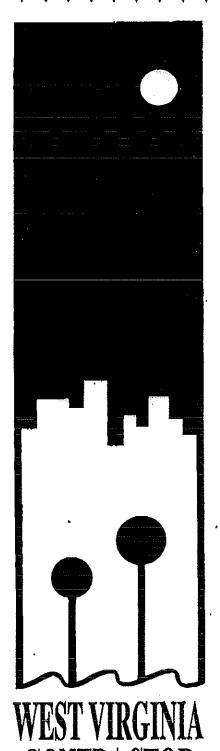








W. Stumper, Assistant Vice President



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001545

Classification:

ELECTRICAL HEATING & COOLING PIPING PLUMBING

SOUTHERN AIR INCORPORATED
DBA SOUTHERN AIR INCORPORATED OF VA
PO BOX 4205
LYNCHBURG, VA 24502-0205

Date Issued

Expiration Date

August 19, 2011

AUGUST :19; . 2012

Authorized Company Signature

Chair, West Virginia Contractor

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction sits 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) 11/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. 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).

COMMICATO HOTAL	ion of secti attentisatitatit(s).					
PRODUCER		CONTACT Lynn Holder				
HARRIS MADDEN & POWELL, Inc.		PHONE (A/C, No. Ext); (901) 312-5300 [A/C, No): (901) 853-9943				
1770 Kirby Par	rway .	Appress: lholder@hmpins.com				
Suite 320		Insurer(s) affording coverage	NAIC #			
Memphis	TN 38138	INSURER A Lexington Insurance	19437			
INSURED		INSURER & Liberty Mutual Fire Ins Co	23035			
Barnhart Crane and Rigging Co 5068 Fort Henry Dr		MOURER C Liberty Insurance Corporation	42404			
		INSURER D :				
		INSURER E :				
Kingsport	TN 37663	INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	1 Kingsport DEVISION NUMBER:				

COVERAGES

CERTIFICATE NUMBER: 11 Kingsport

REVISION NUMBER:

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 REDUICED BY PAID CLAIMS.

ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY 1,000,000 **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY 100,000 11/1/2011 11/1/2012 CLAIMS-MADE X OCCUR A 023462738 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE ŝ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMPJOP AGG POLICY X PRO-\$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea scodent) 1,000,000 X BODILY INJURY (Per person) ANY AUTO ŧ В ALL OWNED AUTOS SCHEDULED 11/1/2011 11/1/2012 A92651290552031 80DiLY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS Uninsured motorist combined 1,000,000 X UMBRELLA LIAB X OCCUR 5,000,000 **EACH OCCURRENCE** EYCERR I IAR 006761871 11/1/2011 11/1/2012 CLAIMS-MADE 5,000,000 A **AGGREGATE** RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X WC STATU-TORY LIMITS C WC7651290552041-Oragon 11/1/2011 11/1/2012 ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 11/1/2011 11/1/2012 WA765D290552011-All E.L. EACH ACCIDENT 1,000,000 N states except OH, ND, (Mandatory in NH) E.L. DISEASE - EA EMPLOYES 1,000,000 if yes, describe under DESCRIPTION OF OPERATIONS below OR WA & WY E.L. DISEASE - POLICY LIMIT 1,000,000 A 11/1/2011 11/1/2012 \$100,000 066095514 Any One Conveyance Rentad/Leased Equipment \$2,000,000 Any One Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is included as Additional Insured under General Liability as respects on going operations of the named insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
(304)324-4274 Southern Air, Inc. #15 Mercer Plaza	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Mercer Mall Road Bluefield, WV 24701	Mark Harris/HOLDL

ACORD 25 (2010/05)



2 Pages W/Cover

TO:	Krista Ferrell
	•
Phone	
Fax Phone	304-558-3970

FROM;	David Stowers
	Southern Air, Inc.
	#13 Mercer Plaza
	Mercer Mall Rd.
	Bluefield WV 24701
Phone	304-324-4272
Fax Phone	304-324-4274

	A
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IRE:	1 24 *

REMARKS:

☐ Urgent ☐ For your review

☐ Reply ASAP

Please Comment

RFQ# GSD126459

Althn: Bid Clerk

Does Not Affect Bid sent in Prior to Addenda

Bid opening date 4-24-12 Time 1:30 PM

TYPE NAME/ADDRESS HERE



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

Request for

GSD126459

AND SUSSEMENTAL PROPERTY OF A SUSSEMENT OF A SUSSEM RISTA FERRELL 04-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE 407 NEVILLE STREET BECKLEY WV 304~558-2317 25801

NO ADDRESS IN SPACE ABOVE LARELED VENDOR'

POB: DATE PRINTED 04/18/2012 01:30PM BID OPENING TIME BID OPENING DATE: 04/24/2012 AMOUNT. ITEM NUMBER LIND PRICE QUANTITY LINE ADDENDUM NO. 1 this addendum is issued to: PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST, PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE PRIGINA REQUEST FOR QUOTATION (GSD126449), AND EXTEND THE SID OPENING DATE. BID OPENING PATE IS EXTENDED TO: 04/24/2012 1:30 PM BID OPENING TIME REMAINS: *************** END ADDENDUM NO. 1 ********** 031 - 56IS 0.01 TO REPLACE 6 HVAC WATER SOURCE HEAT PUMPS IN BLDG 23 ELEPHONE - 385-6200 4-20-12 James D. stowers ADDRESS CHANGES TO BE NOTED ABOVE

54-0604377

Margue

TYPE NAME/ADDRESS HERE

Southern Air Inc

2655 Lakeside Drive Lynchburg VA 24501



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

Request for A Town of The State
GSD126459

NAME OF STREET 8

ADDRESS CORRESPONDENCE TO ATTENTION OF KRISTA FERRELL 104-558-2596

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING TWENTY THREE BUILDING TWENT AND A STREET BECKLEY WV

25801

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TITLE Presi	dent	4	54·-	06043	3 7 7			ADDRESS CHA			
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