



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

**Solicitation**

NUMBER
BVH421

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Hooten Equipment Company, LLC  
 961 Virginia St. West  
 P. O. Box 109  
 Charleston, WV 25321

SHIP TO

WEST VIRGINIA VETERANS HOME  
 512 WATER STREET  
 BARBOURSVILLE, WV  
 25504 736-1027

DATE PRINTED
08/09/2013

BID OPENING DATE: 08/27/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 3						
0001	1	HR		936-10	68 <sup>00</sup>	68 <sup>00</sup>
REGULAR LABOR RATE						
0002	1	HR		936-10	102 <sup>00</sup>	102 <sup>00</sup>
OVERTIME LABOR RATE						
0003	1	HR		936-10	102 <sup>00</sup>	102 <sup>00</sup>
HOLIDAY LABOR RATE						
0004	1	LS		936-10	100 <sup>00</sup>	125 <sup>00</sup>
PARTS						

08/21/13 02:53:51 PM  
 West Virginia Purchasing Division

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-346-0521	DATE 8/21/13
TITLE HVAC SALES/SERVICE	FEIN 20-196-1955	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: BVH421**  
**Addendum Number: 3**

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The purpose of this addendum is to modify the solicitation identified as BVH421 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. There will be an optional site visit at the facility on August 13, 2013 at 10:00 am. This is **not** a mandatory site visit.
2. Vendors may submit questions after the optional site visit until 5:00 pm on August 15, 2013. After this date, an addendum will be issued to answer any questions presented by the vendors.
3. The bid opening has been extended from 08/13/2013 to 08/27/2013.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

1. There will be an optional, non-mandatory site visit on August 13, 2013 at the WV Veterans Home located at 512 Waters Street Barboursville, WV 25504. Vendors will be permitted to view the equipment as listed in the RFQ issued on or about July 12, 2013.
2. Vendors will be permitted to submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 15, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32  
2019 Washington Street, East  
Charleston, WV 25305

Fax: 304-558-4115

Email: [Tara.L.Lyle@wv.gov](mailto:Tara.L.Lyle@wv.gov)

3. The bid opening has moved from August 13, 2013 to August 27, 2013 at 1:30 pm.





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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**Solicitation**

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TARA LYLE 304-558-2544

VENDOR

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 TYPE NAME/ADDRESS HERE

Hooten Equipment Company, LLC  
 961 Virginia Street West  
 Charleston, WV 25302

SHIP TO

WEST VIRGINIA VETERANS HOME  
 512 WATER STREET  
 BARBOURSVILLE, WV  
 25504 736-1027

DATE PRINTED

08/01/2013

BID OPENING DATE:

08/13/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001	1	HR		936-10	68.00	68.00
REGULAR LABOR RATE						
***** THIS IS THE END OF RFQ						***** TOTAL: 68.00

SIGNATURE

TELEPHONE

(304) 346-0521

DATE

08/07/2013

TITLE

Sales Manager

FEIN

20-196-1955

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Hooten Equipment Company, LLC  
 961 Virginia Street West  
 Charleston, WV 25302

SHIP TO

WEST VIRGINIA VETERANS HOME  
 512 WATER STREET  
 BARBOURSVILLE, WV  
 25504 736-1027

DATE PRINTED
07/11/2013

BID OPENING DATE: 08/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	HR		936-10	102.00	102.00
	OVERTIME LABOR RATE					
0003	1	HR		936-10	102.00	102.00
	HOLIDAY LABOR RATE					
0004	1	LS		936-10		
	PARTS					
***** THIS IS THE END OF RFQ BVH421 ***** TOTAL:						

SIGNATURE 	TELEPHONE (304) 346-0521	DATE 08/07/2013
TITLE Sales Manager	FEIN 20-196-1955	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT C		BVH421- HVAC MAINTENANCE PRICING PAGE		
Item #	Description	Estimated Annual Usage	* Unit Price	Extended Price
1	REGULAR WORK HOURS	300 hours	\$68.00	\$20,400.00
2	AFTER REGULAR WORK HOURS	40 hours	\$102.00	\$ 4,080.00
3	HOLIDAY WORK HOURS	20 hours	\$192.00	\$ 2,040.00
4	EST. ANNL. PARTS USAGE x % MARK-UP	\$8,000.00	% M/U: 25%	\$10,000.00
Failure to use this form may result in disqualification			<b>Total Cost:</b>	\$36,520.00
<i>Bidder / Vendor Information:</i>				
Name:		Hooten Equipment Company, LLC		
Address:		961 Virginia Street, West		
		Charleston, WV 25302		
Phone# :		(304) 346-0521		
Email Address:		don@hootenequipmentcompany.com		
<i>Contract Coordinator Information:</i>				
Name:		_____		
Address:		_____		
		_____		
Phone# :		_____		
Email Address:		_____		
This form is for bidding evaluation purposes only.				
* Item #1 = Annual; Items 1, 2, & 3 are hourly unit prices; Item #4 = \$8,000 X % Mark-up over cost				



**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Hooten Equipment Company, LLC

Contractor's License No. WV038448

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
  - (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
  - (3) The average number of employees in connection with the construction on the public improvement;



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**10. DEFAULT:**

10.1 The following shall be considered a default under this Contract.

10.1.1 Failure to perform HVAC Maintenance in accordance with the requirements contained in herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or HVAC Maintenance Generally.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available upon default.

10.2.1 Cancellation of the Contract.

10.2.2 Cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

10.3 Agency reserves the right to inspect the HVAC Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

**11. MISCELLANEOUS:**

11.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Don Sharp  
Telephone Number: (304) 346-0521  
Fax Number: (304) 346-3421  
Email Address: don@hootenequipmentcompany.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hooten Equipment Company, LLC  
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
HVAC Maintenance and Equipment at WV Veterans Home, 512 Water Street, Barboursville, WV 25504 -  
According to Plans and Specifications

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  
13th day of August, 2013.

Principal Corporate Seal

Hooten Equipment Company, LLC  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By [Signature]  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/25/08, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4752152 06

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, STEPHEN B. STODGEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of JUNE A.D., 2008 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 25th day of JUNE A.D., 2008 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of August A.D. 2013



Frank A. Carrino Secretary

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
08/07/2013

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(ies) 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).

<b>PRODUCER</b> <b>BB&amp;T-Carson Insurance Services</b> 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	<b>CONTACT NAME:</b> Darlene Payne <b>PHONE (A/C, No, Ext):</b> 304 346-0806 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 8887513002													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B : Brickstreet Mutual Insurance Co</td> <td>12372</td> </tr> <tr> <td>INSURER C : United States Liability Insuran</td> <td>25895</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Company	24112	INSURER B : Brickstreet Mutual Insurance Co	12372	INSURER C : United States Liability Insuran	25895	INSURER D : Federal Insurance Company	20281	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
<b>INSURED</b> Hooten Equipment Company LLC PO Box 109 Charleston, WV 25321															

**COVERAGES CERTIFICATE NUMBER: 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 REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			CMM3116196	05/01/2013	05/01/2014	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car			CMM3116196	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMM3116196	05/01/2013	05/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1015024	02/23/2013	02/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Workers Comp			WCB1015024	02/23/2013	02/23/2014	
C	Employment P			EPL1009695G	06/27/2012	06/27/2015	
D	Fiduciary Li			81215817	09/07/2012	09/07/2013	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\* Evidence of Insurance  
Certificate of Insurance

**CERTIFICATE HOLDER**

West Virginia Veterans Home  
512 Water Street  
Barboursville, WV 25504

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Larry D. Kinn*



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

STATE OF WV

COUNTY OF Kanawha, TO-WIT:

I, Don Sharp, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Hooten Equipment Company, LLC; and,  
(Company Name)
- 2. I do hereby attest that Hooten Equipment Company, 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.

Hooten Equipment Company, LLC  
(Company Name)

By: [Signature]

Title: Sales Manager

Date: 08/07/2013

Taken, subscribed and sworn to before me this 7th day of August, 2013.

By Commission expires June 27, 2022

(Seal)

\_\_\_\_\_  
(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.**



000034

RFQ No. BUH 421

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

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Hooten Equipment Company, LLC

Authorized Signature: [Signature] Date: 08/07/2013

State of WV

County of Kanawha, to-wit:

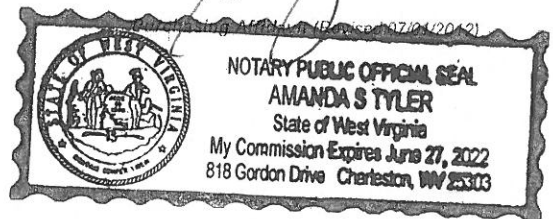
Taken, subscribed, and sworn to before me this 7th day of August, 2013.

My Commission expires June 27, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

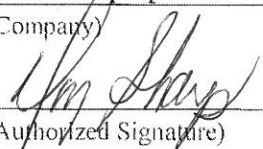


CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Hooten Equipment Company, LLC

(Company)



(Authorized Signature)

Don Sharp Sales Manager

(Representative Name, Title)

(304) 346-0521

(Phone Number)

(304) 346-3421

(Fax Number)

08/07/2013

(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BVH421**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Hooten Equipment Company  
 Company

Wm Sharp  
 Authorized Signature

8/21/13  
 Date

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