

VEZDOR

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

Solicitation

NUMBER DNR214097 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

DEAN WINGERD

304-558-0468

DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK ATTN: PARK SUPERINTENDENT 1240 PAUL E MALONE RD GRAFTON, WV 26354 304-265-3383

RFQ COPY TYPE NAME/ADDRESS HERE

> 5200 Emerson Ave. Parkersburg, WV 26101 (304)428-5799 (304)684-2323 WV009708

PLEASANT AIR HEATING & COOLING, INC.

DATE PRINTED 02/27/2014

BID OPENING DATE:	04/03/2	2014		BID OF	PENING TIME 1:	30PM
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
P F L	LEASE NOTE: OR 3/12/2014 ODGE.	A MAN AT 1	DATOR :30PM	**************************************	G IS SCHEDULED STATE PARK	
В	ID BOND ARE	REQUI	RED W	REE WORKPLACE AFF	ON.	
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2	ILLER ENGINE 50 SCOTT AVE ORGANTOWN, V	, SUI	re 3	04/0 West	03/14 12:36:01PM Virginia Purchasing (Division
	04-291-2234 04-291-2246	1				
E	ACH SET OF E	LANS	AND S	T OF \$125.00 IS F PECIFICATIONS, PI HAT ARE MAILED.		
A	TTACHMENTS T	O THIS	S RFQ	INCLUDE:		
1 2	. INSTRUCTIO . GENERAL TE	NS TO	VEND ND CO	ORS SUBMITTING BI	IDS	
NATURE	21. V		11	TELEPHONE	DATE DATE	// 2 5 4/
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> PLEASANT AIR HEATING & COOLING, INC. 5200 Emerson Ave. Parkersburg, WV 26101 (304)428-5799 (304)684-2323 WV009708

DIVISION OF NATURAL RESOURCES
TYGART LAKE STATE PARK
ATTN: PARK SUPERINTENDENT
L240 PAUL E MALONE RD
GRAFTON, WV
26354
304-265-3383

DATE PRINTED 02/27/2014

NODSE

BID OPENING DATE: 04/03/2014

BID OPENING TIME

1:30PM

	. ADDITIONAL CONTRACTS	TERMS AN			
6 7 8	. CERTIFICAT . PURCHASING . DRUG-FREE . BID BOND I . WV-75 CONS	ONLY) ION AND S AFFIDAVI WORKPLACE NSTRUCTION	AFFIDAVIT	VIEW FORM	
01 L	I 1 ODGE-KITCHEN		968-20 OVATIONS -		\$320,380°°
*	**** THIS	IS THE EN	OF RFQ DNR2140	97 ***** TOTAL:	#320,380°
GNATURE TLE	Milit (- Ch	TELEPHONE	DATE	4-3-2014

Name of Bidder:

PLEASANT A)R HEATING + COOLING, INC.

Address of Bidder:

5200 EMERSON AVE.

PARXERS BURG, WV 210105

Phone Number of Bidder:

304 - 428-5799

Fx 304 - 485-7601

WV Contractors License No.

WV 009708

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

BID:

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

320,380°°

Written in numbers.

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

THREE HUNDRED AND THENTY
THOUSAND, THREE HUNDRED AND
EVENTY DOLLARS AND NO

Written in words.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of

the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

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:	SANT AIR	HIGH CIGITAC
Contractor's License No	WV0097	708

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.
 - **2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.
 - The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.
- 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:

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

	Numbers Received: ox next to each addendum recei	ved)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
further unders discussion hel	stand that any verbal representated between Vendor's representate	tion mad tives an	enda may be cause for rejection of this bid. I de or assumed to be made during any oral d any state personnel is not binding. Only the ications by an official addendum is binding.
		PLE	EASANT AM HEGY CIG, INC Company Solin K. She Authorized Signature
			4-3-14 Date

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

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.

PLEASANT AIR HTG+CL9, INC (Company)	
(Authorized Signature)	
ROBIN K. CRUMBAYER PRES (Representative Name, Title)	
304-428-5799 304-485-7LOI	
(Phone Number) (Fax Number)	
4-3-2014	
(Date)	



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

STATE OF WEST VIRGINIA,
COUNTY OF WOOD , TO-WIT:
I, Pobin Chumpalin, after being first duly sworn, depose and state as follows:
1. I am an employee of PLLASANT A) ; and, (Company Name)
2. I do hereby attest that PLEASANT AIR
(Company Name) maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D.
The above statements are sworn to under the penalty of perjury.
By: Silii K Cull
Title: PRES
Company Name: _ PLEASANT AIN
Date: 4-3-2014
Taken, subscribed and sworn to before me this 3 day of April , 2014.
By Commission expires April 29, 2018
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC WILLIAM L. YERKES PLEASANT AIR HTG. & CLG. INC. PARKERSBURG, WV 26101 MY COMMISSION EXPIRES APRIL 29, 2018 (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.

RFQ No.	DNR214097

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 exceed 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.

Vendor's Name: PLEASANT AIR MTG + CLG INC Authorized Signature: Date: 4-3-2014 State of WOOD, to-wit: Taken, subscribed, and sworn to before me this 3 day of April , 2014. My Commission expires April 29 , 2018. AFFIX SEALHERE NOTARY PUBLIC Will deach

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
WILLIAM L. YERKES
PLEASANT AIR HTG. & CLG. INC.
PARKERSBURG, WV 28101

MY COMMISSION EXPIRES APRIL 29, 2018

Purchasing Affidavit (Revised 07/01/2012)

	Agency Division of Natura REQ.P.O# DNR2140938504re
BID BON	ND (
of Fair field, Ohio, a corpo	nas Principal, and The Cincinnati Insurance of the State of, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Bro	To the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our h	eirs, administrators, executors, successors and assigns.
Department of Administration a certain bid or proposal, attached hereto	the Principal has submitted to the Purchasing Section of the and made a part hereof, to enter into a contract in writing for work + 1 ppiping
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall attached hereto and shall furnish any other bonds and insurance require the agreement created by the acceptance of said bid, then this obligatio full force and effect. It is expressly understood and agreed that the lial event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agree way impaired or affected by any extension of the time within which the waive notice of any such extension.	n shall be null and void, otherwise this obligation shall remain in bility of the Surety for any and all claims hereunder shall, in no
WITNESS, the following signatures and seals of Principal and S	Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 3	day of April 2014
Principal Seal PLEASANT AND MEATING & COOLING, INC. PLEASANT AND MEA	(Name of Principal) By (Must be President, Vice President, or Duly Authorized Agent)
	Theriver (Title)

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Surety Seal

(Name of Surety)

Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Vance Bunn, Steven P Thompson, Sharon D Boyles, Randall E Kerns, Nancy J Ferren, Michael W Mason, Mark E Sturm, Lisa M McGuire, Kristine D Mills, Kathy Marcum, Jeffrey L Hood, Emily Bolliger, Carla J Dobbins,

Bridgeport, WV

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Eight Million Dollars and 00/100 (\$8,000,000,00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

STATE OF OHIO COUNTY OF BUTLER THE CINCINNATI INSURANCE COMPANY

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration

date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. day of

this

BN-1005 (5/12)

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

PLEASANT AIR HEATING AND COOLING

THE CINCINNATI INSURANCE COMPANY 6200 S. GILMORE ROAD FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address): State of West Virginia, Division of Natural Resources

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

5% of bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

add cooling/heating unit with roof work & Ip piping

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of April, 2014

PLEASANT AIR HEATING AND COOLING
(Principal)
(Fille)

THE CINCINNATI INSURANCE COMPANY
(Surery)
(Seal)

(Fitle)

PAGE 0
Nar 27 2014 07:34mm P005/005

0005

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNR214097

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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)

[]	1	Addendum No. 1	[]	Addendum No. 6
[1	K	Addendum No. 2	[)	Addendum No. 7 03/27/14 10:00:05AM
ſ]	Addendum No. 3	()	West Virginia Purchasing Division Addendum No. 8
1	J	Addendum No. 4	()	Addendum No. 9
[]	Addendum No. 5	[)	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

Revised 6/8/2012