

*Innovation never felt so good.<sup>TM</sup>*

# FAX

Dave's Plumbing

**To:** Tara Lyle **From:** & Heating LLC

**Phone:** (304) 823-3479 **Date:** 2/25

**Re:** Troop 3 **CC:** \_\_\_\_\_

Urgent  
  For Review  
  Please Comment  
  Please Reply  
  Please Recycle

## Comments:

CRFQ - DPS1500000010

02/25/15 12:23:24  
WV Purchasing Division


CRFQ - DPS1500000010 - Pricing Page - TROOP 3

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price ***	Extended Amount
3.1.1	Basic - Technician Rate	Hour	100	\$62.00	\$6,200.00
3.1.1	Basic - Helper Rate	Hour	75	\$35.00	\$2,625.00
3.1.1	Basic - Laborer Rate	Hour	75	\$35.00	\$2,625.00
3.1.1	Overtime Technician Rate	Hour	50	\$72.00	\$3,600.00
3.1.1	Overtime Helper Rate	Hour	25	\$45.00	\$1,125.00
3.1.1	Overtime Laborer Rate	Hour	25	\$45.00	\$1,125.00
3.1.1	Holiday Technician Rate	Hour	50	\$72.00	\$3,600.00
3.1.1	Holiday Helper Rate	Hour	25	\$45.00	\$1,125.00
3.1.1	Holiday Laborer Rate	Hour	25	\$45.00	\$1,125.00
3.1.1	Truck charges - per round trip	Each	10	\$49.00	\$490.00

Parts Quote Item #	Description	Estimated Parts Cost **	MarkUp Percentage	Extended Amount
3.1.5	Parts	\$5,000.00	1.30 %	\$6,500.00

<b>OVERALL COST:</b>	<b>\$30,140.00</b>
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**Bidder/Vendor Information:**

Name: DAVE'S PLUMBING AND HEATING LLC
Address: 27 TEN MILE RD Belington, W.V. 26250
Phone No.: 304-823-3479
Fax No.: 304-823-3403
Email Address: DAVESPLUMBINGHEATINGLLC@GMAIL.COM
Authorized Signature: <i>MAX CHEVALIER</i> 

**NOTES:**

- \* Quantities are estimated for bid evaluation purposes only.
- \*\* Estimated cost for bid evaluation purposes only.
- \*\*\* Enter a Unit Price of zero (0) if item will be provided at no cost - enter N/B if the item is not being bid or provided.

Failure to use this form will result in automatic disqualification.

**REQUEST FOR QUOTATION**  
**CRFQ -DPS150000010 HVAC Corrective Maintenance Services**

**11.3** Agency reserves the right to inspect the HVAC service 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.

**12 EQUIPMENT TO BE SERVICED AND MAINTAINED**

**12.1** Service calls shall include the following services as required and applicable to keep system(s) and equipment operating properly.

**12.1.1** Air Conditioning Equipment

**12.1.2** Air Handling Equipment

**12.1.3** Temperature Control Devices and Systems

**12.1.4** Boiler Systems (to include in-line circulating pumps)

**12.1.5** Exhaust Fans and Ventilation Fans

**12.1.6** All adjustments, calibrations and lubricants are to be in compliance with the manufacturer's specifications for each system or individual piece of equipment. Any variations will not be accepted unless owner is informed beforehand of the reasons, and acknowledges such variations.

**12.1.7** Service includes those components shown on Appendix A which is incorporated herein by reference.

**12.1.8** The specific types of equipment covered under this agreement are as listed in Appendix B, also herein incorporated.

**13 MISCELLANEOUS:**

**13.1 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: Max Chevalier  
Telephone Number: 304-823-3479  
Fax Number: 304-823-3403  
Email Address: davesplumbingheatingllc@gmail.com

**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: Max Chevalier DBA. Daves Plumbing & Heating L.L.C.

Contractor's License No. WV043565

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**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 shall 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 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

Revised 08/08/2014



Max Chevalier  
Authorized Company Signature

Michael A. Carl  
Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**SOLICITATION NUMBER: CRFQ – DPS1500000010**  
**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DPS1500000010 ("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. Responses to vendor questions attached.
2. The bid opening will remain on 02/25/2015 at 1:30 pm.

**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**  
**Addendum No. 1**  
**CRFQ – DPS150000010**

**Questions:**

**Q1: What does Lump Sum mean in the paperwork?**

**A1: There was only one commodity line entered into the electronic system for this CRFQ. Since this will be an open-end contract for HVAC service to include corrective and emergency services, per the specifications, Vendors must complete the pricing pages that were attached to the CRFQ. The pricing entered by the vendors on the pricing pages, once the contract has been awarded, will be the prices invoiced to the agency when the services are performed by the vendor.**

**Q2: Is the time listed in the pricing sheets for on-site only or does it include travel time?**

**A2: The quantities listed on the pricing pages are estimates and used for evaluation purposes only. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.**

**See Section 7 – Travel in the specifications for more information.**

**Q3: Do you have an equipment list of any kind that you could provide?**

**A3: An equipment list is unavailable at this time.**

**Q4: Can you provide a copy of the current contract?**

**A4: The agency does not have a current contract in place.**

**Other Information:**

- 1. The bid opening remains on 02/25/2015 at 1:30 pm.**
- 2. No additional questions will be accepted on this CRFQ.**

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Daves Plumbing and Heating LLC  
(Company)

Mary L. Clark Owner / Managing member  
(Authorized Signature) (Representative Name, Title)

304-823-3479 - 304-823-3403 - 2-25-15  
(Phone Number) (Fax Number) (Date)

Revised 08/08/2014

RECEIVED TIME FEB. 25. 12:16PM



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
33 - Service - Misc

Proc Folder: 58414

Doc Description: Addendum No. 1 - HVAC Corrective Maintenance for WVSP

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-13	2015-02-25 13:30:00	CRFQ 0612 DPS1500000010	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:

Daves Plumbing and Heating L.L.C.  
27 Ten mile Rd  
Belington WV 26250  
304-823-3479

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
(304) 558-2544  
tara.l.yle@wv.gov

Signature X *Max L. Ch...* FEIN# 74-3245279 DATE 2-25-15

All offers subject to all terms and conditions contained in this solicitation



INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC Corrective Maintenance - see attached specifications	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151200			

**Extended Description :**

Addendum No. 1 - Responses to vendor questions attached. The bid opening remains on 02/25/2015 at 1:30 pm. See attached pages.

THE WV PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE HVAC CORRECTIVE MAINTENANCE FOR SIX (6) TROOP LOCATIONS THROUGHOUT THE STATE OF WV, PER THE ATTACHED SPECIFICATIONS.

HVAC Corrective Maintenance - see attached specifications

<b>DPS150000010</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 1 - HVAC Corrective Maintenance for WVSP	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71840147

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

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

Principal: Daves Plumbing & Heating, LLC

Obligee: West Virginia Dept. of Transportation Purchasing Division

Amount: \$500,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of May 25, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 25th day of February, 2015.

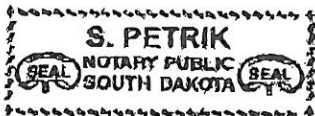


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 25th day of February, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

*S. Petrik*

Notary Public - South Dakota

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of February, 2015.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

Bond No.: 71640147

Agency \_\_\_\_\_  
REQ.P.# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Daves Plumbing & Heating, LLC  
of Belington West Virginia, as Principal, and WESTERN SURETY COMPANY  
of Chicago Illinois, a corporation organized and existing under the laws of the State of South Dakota  
with its principal office in the City of Sioux Falls as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ \_\_\_\_\_) 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 Corrective Maintenance For Troop Locations For West Virginia State Police, CRFG-DPS150000010

**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 Oblige may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 25th day of February, 2015.

Principal Seal

Daves Plumbing & Heating, LLC  
(Name of Principal)  
By Mark L. Clark  
(President, Vice President, or  
Duly Authorized Agent)  
Managing Member  
(Title)

Surety Seal



WESTERN SURETY COMPANY  
(Name of Surety)  
BY John Thomas Ballway  
JOHN THOMAS BALLWAY Attorney-in-Fact

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.

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

STATE OF West Virginia  
COUNTY OF Wood }

Bond No. 71040147

On this 25<sup>th</sup> day of FEBRUARY, 2015, before me, a notary public in and for said County, personally appeared JOHN THOMAS BALLYWAY to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said JOHN THOMAS BALLYWAY acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

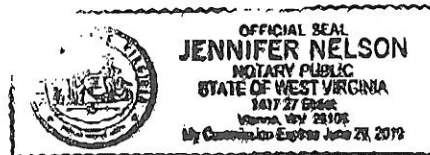
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Vienna West Virginia, the day and year last above written

My commission expires June 29 2019

*Jennifer Nelson*

Notary Public

Form 108-9-2013





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 2/25/2015

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> Intra State Insurance Corporation Rosemar Road P.O. Box 5526 Vienna WV 26105	<b>CONTACT NAME:</b> Ann Slaven	
	<b>PHONE (A/C No. Ext.):</b> (304) 295-1040	<b>FAX (A/C No.):</b> (304) 295-3389
<b>E-MAIL ADDRESS:</b> annslaven@suddenlinkmail.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Erie Insurance		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** CERTIFICATE NUMBER: CL1421400617 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Q92 5720078 W	8/7/2014	8/7/2015	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS		Q08 5740008	8/7/2014	8/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Q925700139	8/7/2014	8/7/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 300,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 103, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  WV STATE POLICE 1124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309	<b>CANCELLATION</b>  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  John Ballway/ANN <i>John P. Ballway</i>
---	---

RECEIVED TIME FEB. 25. 12:16PM



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin  
Governor

Paul A. Mattox, Jr., P. E.  
Secretary of Transportation/  
Commissioner of Highways

March 21, 2013

Mr. Max L. Chevalier  
Dave's Plumbing & Heating, LLC  
Route 2, Box 11  
Belington, WV 26250

Dear Mr. Chevalier:

West Virginia Department of Transportation  
Socially and Economically  
Disadvantaged Business Certification  
Additional Types of Work

Based upon the Certification Committee's review of the documents submitted by your firm, Dave's Plumbing & Heating, LLC, you have been approved for the additional types of work as described below. Your firm will be listed in the West Virginia Department of Transportation, Division of Highways Contractor's Proposals as a firm certified under the provisions of 49 CFR 26; eligible to participate under the additional NAICS Code(s) as follows:

*(Selling, Installing Plumbing, Heating, and Air-conditioning Equipment; Sewer hook-up and connection; Drain Pipe Installation and Supply) Within NAICS Code 238220 – Plumbing, Heating, and Air-Conditioning Contractors*

*(Foundation digging for water/sewer lines) Within NAICS Code 238910 - Site Preparation*

*(Site-specific water/sewer line construction and reconstruction) Within NAICS Code 237110 – Water and Sewer Line and Related Structures Construction*


*(Installation and supply of downspouts and gutters) Within NAICS Code 238170 – Siding Contractor*

*(Electrical supplies related to plumbing, heating, ventilation and air-conditioning) Within NAICS Code 423610 – Electrical apparatus and Equipment, Wiring, Supplies, and Related Equipment Merchant Wholesaler)*

*(Room air-conditioners and Supplies) Within NAICS Code 423620 – Electrical and Electronic Appliance, Television, and Radio Set Merchant Wholesaler*

This certification shall be valid until it is determined that the firm is no longer eligible to participate in the program. If there are any changes in the information you have submitted, please inform the Transportation EEO Division within 30 days.

Sincerely,

  
Drema L. Smith, Director  
EEO Division

DLS:jw

RECEIVED TIME FEB. 25. 12:16PM AFFIRMATIVE ACTION EMPLOYER

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION****Division of Highways****1900 Kanawha Boulevard East - Building Five - Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505****Earl Ray Tomblin  
Governor****Paul A. Mattox, Jr., P. E.  
Secretary of Transportation/  
Commissioner of Highways**

August 29, 2012

**Mr. Max L. Chevalier  
Dave's Plumbing & Heating, LLC  
Route 2, Box 11  
Belington, WV 26250**

Dear Mr. Chevalier:

**West Virginia Department of Transportation  
Division of Highways Socially and Economically  
Disadvantaged Business Certification**

The West Virginia Department of Transportation Unified Certification Committee has approved Dave's Plumbing & Heating, LLC, for certification as a Socially and Economically Disadvantaged Business under the provisions of 49 CFR 26. Your firm is certified to perform the following types of work:

*Plumbing, Heating and Air Conditioning installation and repair (Within NAICS Code 238220  
- Plumbing, Heating and Air Conditioning Contractors)*

This certification shall be valid until it is determined that your firm is no longer eligible to participate in the program. As a part of maintaining your certification, you must submit an annual affirmation to this office stating that there have been no changes in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements nor any material change in the information you have submitted. If there is a change in any of these listed items, you must notify this office within 30 days of the change. Both the annual affirmation and timely notifications of change must be in the form of sworn affidavits; these must be signed before a person who is authorized by state law to administer oaths. Alternatively, you may submit an unsworn declaration executed under penalty of perjury of the laws of the United States.

If you have any questions, please feel free to contact this office at 304-558-3931.

Sincerely,

Handwritten signature of Drema L. Smith in cursive.

**Drema L. Smith, Director  
EEO Division**

DLS:jw



C RFQ No. 0612 DPS150000010

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: Davis Plumbing and Heating LLC  
Authorized Signature: [Signature] Date: 2-25-15

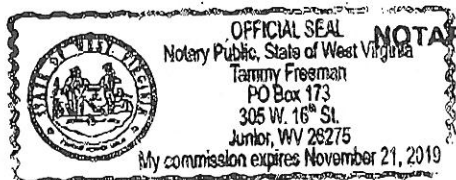
State of WV

County of Barbour, to-wit:

Taken, subscribed, and sworn to before me this 25 day of February, 2015.

My Commission expires Nov. 21, 2019, 20    .

**AFFIX SEAL HERE**



[Signature]  
Purchasing Affidavit (Revised 07/01/2012)

WV-73  
Rev. 08/2013



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

**STATE OF WEST VIRGINIA,**  
**COUNTY OF Barbour, TO-WIT:**

I, Max L Chevalier, after being first duly sworn, depose and state as follows:

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

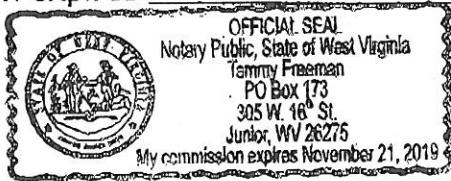
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

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

By: Max L. Chevalier  
 Title: Managing Member / Owner  
 Company Name: Daves Plumbing and Heating L.L.C.  
 Date: 2-25-15

Taken, subscribed and sworn to before me this 25 day of February, 2015.  
 By Commission expires Nov, 21, 2019

(Seal)



Tammy Fraeman  
(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.**

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV043565

**Classification:**

HEATING, VENTILATING & COOLING  
PLUMBING

DAVES PLUMBING AND HEATING LLC  
DBA DAVES PLUMBING AND HEATING LLC  
27 TEN MILE ROAD  
BELINGTON, WV 26250

**Date Issued**

**Expiration Date**

FEBRUARY 01 2015

FEBRUARY 01 2016



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

# WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DPS1500000010**

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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.

Daves Plumbing and Heating LLC.  
Company

*Mr. L. Ch...*  
Authorized Signature

2-25-15  
Date

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