



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

[List View](#)


## General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 723627

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0439

Vendor ID: 000000205297 

SO Doc ID: EBA2000000026

Legal Name: RICHS REFRIGERATION AC HEATING PLUMBING &amp; WELDING SVS INC

Published Date: 6/10/20

Close Date: 6/16/20

Alias/DBA:

Close Time: 13:30

Total Bid: \$184,650.00

Status: Closed

Response Date: 06/16/2020 Solicitation Description: ADDENDUM 2: HVAC UNITS 

Response Time: 9:36

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 723627  
**Solicitation Description :** ADDENDUM 2: HVAC UNITS  
**Proc Type :** Central Purchase Order

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2020-06-16<br>13:30:00 | SR 0439 ESR06162000000007602 | 1       |

| <b>VENDOR</b>  |
|--|
| 000000205297<br>RICHES REFRIGERATION AC HEATING PLUMBING & WELDING SVS INC |

**Solicitation Number:** CRFQ 0439 EBA2000000026

**Total Bid :** \$184,650.00      **Response Date:** 2020-06-16      **Response Time:** 09:36:00

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Dusty J Smith  
 (304) 558-2063  
 dusty.j.smith@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc                             | Qty     | Unit Issue | Unit Price      | Ln Total Or Contract Amount |
|------|--|---------|------------|-----------------|-----------------------------|
| 1    | Morgantown 15-ton HVAC unit without heat | 1.00000 | EA         | \$47,050.000000 | \$47,050.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 40101701  |              |               |         |

|                               |  |
|-------------------------------|--|
| <b>Extended Description :</b> | Morgantown 15-ton HVAC unit without heat<br>See Specifications 3.1.1 |
|-------------------------------|--|

**Comments:** Please see attached file  
Shipping is estimated 4 to 6 weeks from notice to proceed.

| Line | Comm Ln Desc                          | Qty     | Unit Issue | Unit Price      | Ln Total Or Contract Amount |
|------|---------------------------------------|---------|------------|-----------------|-----------------------------|
| 2    | Morgantown 15-ton HVAC unit with heat | 1.00000 | EA         | \$66,250.000000 | \$66,250.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 40101701  |              |               |         |

|                               |  |
|-------------------------------|--|
| <b>Extended Description :</b> | Morgantown 15-ton HVAC unit with heat<br>See Specification 3.1.2 |
|-------------------------------|--|

**Comments:** Please see attached file  
Shipping is estimated 4 to 6 weeks from notice to proceed.

| Line | Comm Ln Desc                                | Qty     | Unit Issue | Unit Price      | Ln Total Or Contract Amount |
|------|---|---------|------------|-----------------|-----------------------------|
| 3    | Cooper's Rock 15-ton HVAC unit without heat | 1.00000 | EA         | \$29,450.000000 | \$29,450.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 40101701  |              |               |         |

|                               |  |
|-------------------------------|--|
| <b>Extended Description :</b> | Cooper's Rock 15-ton HVAC unit without heat<br>See Specification 3.1.3 |
|-------------------------------|--|

**Comments:** Please see attached file  
Shipping is estimated 4 to 6 weeks from notice to proceed.

| Line | Comm Ln Desc                       | Qty     | Unit Issue | Unit Price      | Ln Total Or Contract Amount |
|------|------------------------------------|---------|------------|-----------------|-----------------------------|
| 4    | Wheeling 4-ton HVAC unit with heat | 1.00000 | EA         | \$17,700.000000 | \$17,700.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 40101701  |              |               |         |

|                               |   |
|-------------------------------|---|
| <b>Extended Description :</b> | Wheeling 4-ton HVAC unit with heat<br>See Specification 3.1.4 |
|-------------------------------|---|

**Comments:** Please see attached file  
Shipping is estimated 4 to 6 weeks from notice to proceed.

| Line | Comm Ln Desc                         | Qty     | Unit Issue | Unit Price      | Ln Total Or Contract Amount |
|------|--------------------------------------|---------|------------|-----------------|-----------------------------|
| 5    | Morgantown 5-ton HVAC unit with heat | 1.00000 | EA         | \$24,200.000000 | \$24,200.00                 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 40101701  |              |               |         |

|                               |   |
|-------------------------------|---|
| <b>Extended Description :</b> | Morgantown 5-ton HVAC unit with heat<br>See Specification 3.1.5 |
|-------------------------------|---|

**Comments:** Please see attached file  
Shipping is estimated 4 to 6 weeks from notice to proceed.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Rich's Refrigeration, Inc.

2285 Airport Rd.  
Sutton, WV 26601

### OWNER:

(Name, legal status and address)

State of West Virginia

2019 Washington Street, East  
Charleston, WV 25305

**BOND AMOUNT:** 5% of Bid Amount      Five Percent of Bid Amount

### PROJECT:

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

HVAC units at Broadcasting Locations: Morgantown, Cooper's Rock and Wheeling

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

Liberty Mutual Surety Claims  
P.O. Box 34526  
Seattle, WA 98124

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

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

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 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 requirement 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 10th day of June, 2020.

Bobby Stewart  
(Witness)

Rich's Refrigeration, Inc. [Signature]  
(Principal) (Seal)

President  
(Title)

Jerry A. Casper  
(Witness)

The Ohio Casualty Insurance Company  
(Surety)

[Signature]  
(Title) Christina A. Arvizu - Attorney in Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Rich's Refrigeration, Inc.

Agency Name: Alvin F. Roehr Jr., LLC

Obligee: State of West Virginia

Bond Number: BID-0004229

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Christina A. Arvizu in the city and state of Cincinnati, OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]  
Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 10th day of June, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

### Certificate of Compliance



Issued 03/20/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### OHIO CASUALTY INSURANCE COMPANY

of New Hampshire is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

|                                   |  |
|-----------------------------------|--|
| Accident & Health                 | Multiple Peril - Homeowners              |
| Allied Lines                      | Ocean Marine                             |
| Boiler & Machinery                | Other Accident only                      |
| Burglary & Theft                  | Other Liability                          |
| Commercial Auto - Liability       | Private Passenger Auto - Liability       |
| Commercial Auto - No Fault        | Private Passenger Auto - No Fault        |
| Commercial Auto - Physical Damage | Private Passenger Auto - Physical Damage |
| Earthquake                        | Surety                                   |
| Fidelity                          | Workers Compensation                     |
| Fire                              |  |
| Glass                             |  |
| Group Accident & Health           |  |
| Guaranteed Renewable A & H        |  |
| Inland Marine                     |  |
| Medical Malpractice               |  |
| Multiple Peril - Commercial       |  |
| Multiple Peril - Farmowners       |  |

OHIO CASUALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$6,906,099,097, liabilities in the amount of \$4,923,366,664, and surplus of at least \$1,982,732,434.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director







THE OHIO CASUALTY INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2018

| <b>Assets</b>                                 |                               | <b>Liabilities</b>                          |                               |
|---|-------------------------------|---|-------------------------------|
| Cash and Bank Deposits.....                   | \$27,563,429                  | Unearned Premiums.....                      | \$1,256,228,712               |
| *Bonds — U.S Government.....                  | 940,660,362                   | Reserve for Claims and Claims Expense ..... | 3,226,433,493                 |
| *Other Bonds.....                             | 3,623,569,008                 | Funds Held Under Reinsurance Treaties.....  | 0                             |
| *Stocks.....                                  | 200,025,020                   | Reserve for Dividends to Policyholders..... | 177,845                       |
| Real Estate.....                              | 22,377,101                    | Additional Statutory Reserve.....           | 0                             |
| Agents' Balances or Uncollected Premiums..... | 736,799,365                   | Reserve for Commissions, Taxes and          |                               |
| Accrued Interest and Rents.....               | 32,498,402                    | Other Liabilities .....                     | 183,314,652                   |
| Other Admitted Assets.....                    | 913,068,650                   | <b>Total .....</b>                          | <b>\$4,666,154,702</b>        |
|   |                               | Special Surplus Funds.....                  | \$ 6,897,373                  |
|   |                               | Capital Stock.....                          | 4,500,000                     |
|   |                               | Paid in Surplus.....                        | 738,183,897                   |
|   |                               | Unassigned Surplus.....                     | 1,080,825,369                 |
| <b>Total Admitted Assets .....</b>            | <b><u>\$6,496,561,337</u></b> | <b>Surplus to Policyholders.....</b>        | <b>1,830,406,639</b>          |
|   |                               | <b>Total Liabilities and Surplus.....</b>   | <b><u>\$6,496,561,341</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22<sup>nd</sup> day of March, 2019.

*TAMIKOLAJEWSKI*

Assistant Secretary

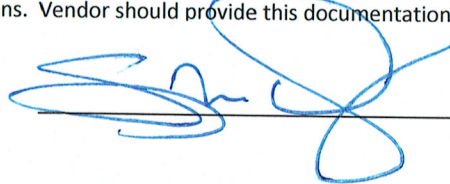
**EXHIBIT A  
PRICING PAGE**

| Item #                                      | Description   | Manufacturer | Model #            | Quantity | Unit Cost    | Extended Cost        |
|---|---|--------------|--------------------|----------|--------------|----------------------|
| 1   | Morgantown HVAC unit as described in section 3.1.1    | Carrier      | 50LC0017D2M5-0E2C0 | 1        | \$ 47,050.00 | \$ 47,050.00         |
| 2   | Morgantown HVAC unit as described in section 3.1.2    | Carrier      | 48LCE017D2M5-0E2C0 | 1        | \$ 66,250.00 | \$ 66,250.00         |
| 3   | Morgantown HVAC unit as described in section 3.1.3    | Carrier      | 48LCE006D2M5-0E2C0 | 1        | \$ 24,200.00 | \$ 24,200.00         |
| <b>Total Site Cost (Morgantown Site)</b>    |   |              |                    |          |              | <b>\$ 137,500.00</b> |
| 4   | Cooper's Rock HVAC unit as described in section 3.1.4 | Carrier      | 50LCF006D2M6-0E2C0 | 1        | \$ 29,450.00 | \$ 29,450.00         |
| <b>Total Site Cost (Cooper's Rock Site)</b> |   |              |                    |          |              | <b>\$ 29,450.00</b>  |
| 5   | Wheeling HVAC unit as described in section 3.1.5      | Carrier      | 48LCE005A2M5-0E2C0 | 1        | \$ 17,700.00 | \$ 17,700.00         |
| <b>Total Site Cost (Wheeling Site)</b>      |   |              |                    |          |              | <b>\$ 17,700.00</b>  |

**This contract may be awarded to multiple vendors based upon the lowest bidder per site as listed.**

\*Per section 5.2.3 Vendor must also provide documentation for the equipment quoted sufficient for the Agency to determine whether the quoted equipment meets specifications. Vendor should provide this documentation with their initial bid.

Authorized Signature:



Date: 6/16/2020

## 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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Rich's Refrigeration Htg AC Plmng + Weldng Service Inc  
Contractor's License No.: WV- 001629

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Shane Oney President  
(Name, Title)

\_\_\_\_\_  
(Printed Name and Title)

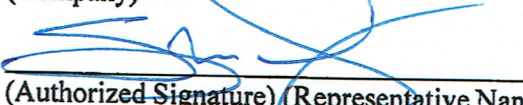
2285 Airport Rd. Sutton WV 26601  
(Address)

304 765 5833 / 304 765 2063  
(Phone Number) / (Fax Number)

Fichs@fichsac.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Richs Refrigeration Htg. AC, Plmng & Welding Services Inc  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Shane Oney  
(Printed Name and Title of Authorized Representative)

6/16/2020  
(Date)

304 765 5833 / 304 765 2063  
(Phone Number) (Fax Number)

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.

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 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 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.

Rich's Refrigeration Htg, AC, Plmby & Welding Services Inc  
Company

[Signature]  
Authorized Signature

6/16/2020  
Date

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

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Richs Refrigeration

Vendor Address: 2285 Airport Rd

Button WV 26601

Vendor Telephone: 304 765 5833

Vendor Fax: 304 765 2063

Vendor E-Mail: Richs@Richsrec.com



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

STATE OF WEST VIRGINIA,

COUNTY OF Braxton, TO-WIT:

I, Shane Oney, after being first duly sworn, depose and state as follows:

1. I am an employee of Rich's Refrigeration Htg AC Plmbg & Welding,  
(Company Name)
2. I do hereby attest that Rich's Refrigeration Htg AC, Plmbg & Welding Services Inc  
(Company Name)

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

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

Printed Name: Shane Oney

Signature: [Signature]

Title: President

Company Name: Rich's Refrigeration Htg AC, Plmbg & Welding Service Inc

Date: 6/16/2020

Taken, subscribed and sworn to before me this 16th day of June, 2020.

By Commission expires Feb 10, 2024

(Seal)

Becky Stewart  
(Notary Public)



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Richs Refrigeration Htg, AC, Plumbing & Welding Services Inc

Authorized Signature: [Signature] Date: 6/16/2020

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 16<sup>th</sup> day of June, 2020

My Commission expires Feb 10, 2024

AFFIX SEAL HERE



NOTARY PUBLIC Becky Stewart

Purchasing Affidavit (Revised 01/19/2018)



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV001629

**Classification:**

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING


RICHS REFRIGERATION AC HEAT PLUMBIN  
DBA RICHS REFRIGERATION AC HEAT PLUMBIN  
2285 AIRPORT RD  
SUTTON, WV 26601

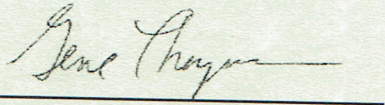
**Date Issued**

AUGUST 07, 2019

**Expiration Date**

AUGUST 07, 2020

  
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.

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**RICHS REFRIGERATION AIR CONDITIONING HEATING PLUMBING &  
WELDING SERVICE  
1151 AIRPORT RD  
SUTTON, WV 26601-9744**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1039-0801**

This certificate is issued on: **06/11/2010**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/10/2020

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 have ADDITIONAL INSURED provisions or 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).

|  |  |  |                          |
|--|--|--|--------------------------|
| PRODUCER<br>The Hilb Group of West Virginia LLC<br>3601 MacCorkle Avenue SE<br>Suite 50<br>Charleston WV 25304 |  | CONTACT NAME: Teresa Hylton<br>PHONE (A/C, No, Ext): (304) 926-7400<br>E-MAIL ADDRESS: teresa.hylton@hilbgroup.com<br>FAX (A/C, No): (304) 926-7433  |                          |
| INSURED  |  | INSURER(S) AFFORDING COVERAGE  |                          |
| RICH'S REFRIGERATION, AIR<br>CONDITIONING, HEATING,<br>2285 AIRPORT RD<br>SUTTON WV 26601                      |  | INSURER A : State Auto Property & Casualty<br>INSURER B : Travelers Casualty Ins. Co Ame<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : | NAIC #<br>25127<br>19046 |

COVERAGES CERTIFICATE NUMBER: 2020 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 INSD | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |                                |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|--------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>CG-22-92 Snow Plow Coverage<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PBP2752158        | 03/01/2020              | 03/01/2021              | EACH OCCURRENCE                                 | \$ 1,000,000                   |
|          |  |           |          |                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)       | \$ 100,000                     |
|          |  |           |          |                   |                         |                         | MED EXP (Any one person)                        | \$ 5,000                       |
|          |  |           |          |                   |                         |                         | PERSONAL & ADV INJURY                           | \$ 1,000,000                   |
|          |  |           |          |                   |                         |                         | GENERAL AGGREGATE                               | \$ 2,000,000                   |
|          |  |           |          |                   |                         |                         | PRODUCTS - COMP/OP AGG                          | \$ 2,000,000                   |
|          |  |           |          |                   |                         |                         |   | \$                             |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | BAP2345226        | 03/01/2020              | 03/01/2021              | COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000                   |
|          |  |           |          |                   |                         |                         | BODILY INJURY (Per person)                      | \$                             |
|          |  |           |          |                   |                         |                         | BODILY INJURY (Per accident)                    | \$                             |
|          |  |           |          |                   |                         |                         | PROPERTY DAMAGE (Per accident)                  | \$                             |
|          |  |           |          |                   |                         |                         | Uninsured motorist BI-                          | \$ 1,000,000                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | PBP2752158        | 03/01/2020              | 03/01/2021              | EACH OCCURRENCE                                 | \$ 5,000,000                   |
|          |  |           |          |                   |                         |                         | AGGREGATE                                       | \$                             |
|          |  |           |          |                   |                         |                         |   | \$                             |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> Y N/A  |           |          | UB-8N802005-19-42 | 07/16/2019              | 07/16/2020              | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER |
|          |  |           |          |                   |                         |                         | E.L. EACH ACCIDENT                              | \$ 500,000                     |
|          |  |           |          |                   |                         |                         | E.L. DISEASE - EA EMPLOYEE                      | \$ 500,000                     |
|          |  |           |          |                   |                         |                         | E.L. DISEASE - POLICY LIMIT                     | \$ 500,000                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

### CERTIFICATE HOLDER

### CANCELLATION

|                       |  |
|-----------------------|--|
| Evidence of Insurance | 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<br><i>[Signature]</i>  |