



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

Request for Quotation

RFQ NUMBER
04110594

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33
304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Tri State Roofing

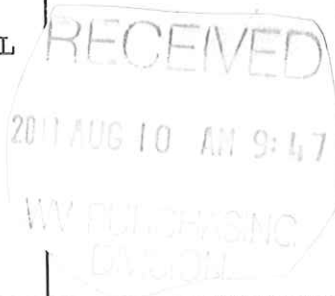
SHIP TO

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/01/2011				

BID OPENING DATE:	08/03/2011	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	EA			820-04	Price on Addendum 1	
AFTER-COOLERS AND CONDENSERS (POWER PLANT-STEAM)						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING FOR A CONTRACT TO PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS FOR REMOVAL, PURCHASE AND THE INSTALLATION OF TWO CONDENSERS, TWO LINE SETS AND TWO "A" COILS, REPAIR OR EXISTING LOUVER VENTILLATION SYSTEM AND AIR CONDITIONING SYSTEM PER ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 07/20/2011 AT 9:00 A.M. AT I-68 WELCOME CENTER, MILE MARKER 31, BRUCETON MILLS, WV. INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-328-5244	8-2-11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	SS-0367488		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2402

VENDOR

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SHIP TO

DIVISION OF HIGHWAYS
 JOBSITE
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/01/2011				

BID OPENING DATE: 08/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-328-5244	DATE 8-2-11
TITLE Vice President	FEIN 55-0367488	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(X) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(X) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Vice President	304-328-5244	8-2-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0367488	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/01/2011				

BID OPENING DATE: 08/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>STATE OF WEST VIRGINIA A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 05/2009</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 33</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-328-5244	8-2-11

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0367488	

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

Request for Quotation

RFQ NUMBER 04110594

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ADDRESS CORRESPONDENCE TO ATTENTION OF BUYER 33 304-558-2402
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VENDOR

RFQ COPY
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DIVISION OF HIGHWAYS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/01/2011				

BID OPENING DATE: 08/03/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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RFQ. NO.: 04110594

BID OPENING DATE: 08/03/2011

BID OPENING TIME: 01:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY
 TO CONTACT YOU REGARDING YOUR BID:

304-328-5248

CONTACT PERSON (PLEASE PRINT CLEARLY):

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME

Tr. State Roofing and Sheet Metal Company

CONTRACTORS LICENSE NO.

WV.004542

THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	<i>304-328-5244</i>	<i>8-2-11</i>

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Vice President</i>	<i>55-0367488</i>	

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

Specifications

Purpose: Removal, furnish, and install line set's, "A" coils, and condenser's at I-68 Welcome Center, Mile marker 31 Bruceton Mills, WV. I-68 West Bound.

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.0 SCOPE OF WORK

The successful Vendor will remove, 2 condensers, remove the line sets associated with these condensers and remove the "A" coils connected to these condensers. The vendor will remove the refrigerant in the lines associated with the condensers. The vendor will dispose of all material properly. The vendor shall take the working condenser and install outside to condenser that is not working. The vendor will furnish and install 2 linesets, 2 condensers, and 2 "A" coils to replace the ones that was removed.

2.1 Technical Requirements:

- 2.1.1 The vendor will furnish and install (1) new high efficiency 16 seer or better 5 ton air cooled, indoor condenser unit. A model marked for outdoor use only will not be accepted.
- 2.1.2 The vendor will provide the correct size of (1) "A" coil and (1) pair of linesets to complete the installation of the 5 ton unit.
- 2.1.3 The vendor will furnish and install (1) new high efficiency 16 seer or better 4 ton air cooled, indoor condenser unit. A model marked for outdoor use only will not be accepted.

- 2.1.4 The vendor will provide the correct size of (1) "A" coil and (1) pair of line sets to complete the installation of the 4 ton unit.
- 2.1.5 The vendor will provide stainless steel drip pans under condenser units.
- 2.1.6 Any Fabrication of metal to accommodate the installation will be the responsibility of the vendor.
- 2.1.7 The vendor will use remove old condensers and reuse the working condenser outside.
- 2.1.8 The vendor will reuse line sets outside building.
- 2.1.9 The vendor will repair the existing louver system of exhaust to work with new condenser units.
- 2.1.10 The vendor will reclaim old refrigerant and dispose of properly.
- 2.1.11 The vendor will add new refrigerant to all air conditioning units
- 2.1.12 The vendor will inspect and do complete service on outside units to ensure they are in proper working order.
- 2.1.13 The vendor will reuse existing power supply for connections. Any additions will be the responsibility of the vendor.
- 2.1.14 The vendor will ensure the units are working properly.
- 2.1.15 The vendor will provide a 1 year warranty on all parts and labor.

2.2 Freight

- 2.2.1 Is the sole responsibility of the vendor.
- 2.2.2 Storage of materials will be responsibility of the vendor.

2.3 Delivery

- 2.3.1 Delivery of items
I -68 Welcome Center
Mile marker #31
Bruceton Mills, 26525
- 2.3.2 Items Delivered via UPS or Fed EX will be handled via a state agent provided during installation.

3.0 INVOICING

3.1 Payment

- 3.1.1 The Vendor must send an invoice to:
ATTN: Charles McCullough
P.O. Box 4220
Clarksburg, WV 26302



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33
304-558-2402

VENDOR	*709035857 304-485-6593
	TRI STATE ROOFING & SHEET META
	PO BOX 188
	DAVISVILLE WV 26142

SHIP TO	DIVISION OF HIGHWAYS
	JOBSITE
	SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2011				

BID OPENING DATE: 08/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
LINE ITEM NO. 1						
READS: AFTER-COOLERS & CONDENSERS (POWER PLANT-STEAM)						
TO READ: REMOVAL, PURCHASE AND INSTALLATION OF TWO CONDENSERS.						
BID OPENING DATE AND TIME CHANGED						
FROM: 08/03/11 @1:30 P.M.						
TO: 08/10/11 @1:30 P.M.						
NO OTHER CHANGES						
0001		EA		820-04	\$52,640.00	\$52,640.00
REMOVAL, PURCHASE AND INSTALLATION OF TWO CONDENSERS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-328-5244	DATE 8-9-11
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TITLE Vice President	FEIN 55-0367488	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Addendum No. 1

Change from 2.1.1 The vendor will furnish and install (1) new high efficiency 16 seer or better 5 ton air cooled, indoor condenser unit. A model marked for outdoor use only will not be accepted.

Changed to read: 2.1.1 to read The vendor will furnish and install (2) new high efficiency 16 seer or better, 5 ton, air cooled condenser units, for inside of building.

Changed from 2.1.2 the vendor will provide the correct size of (1) "A" coil and (1) pair of line sets to complete the installation of the 5 ton unit.

Changed to read: 2.1.2 to read The vendor will provide and install the correct size of (2) new "A" coils and (2) new line sets to complete the installation of the 2 Condenser units located inside of building.

Changed from 2.1.3 The vendor will furnish and install (1) new high efficiency 16 seer or better 4 ton air cooled, indoor condenser unit. A model marked for outdoor use only will not be accepted.

Changed to read 2.1.3 The vendor will furnish and install (2) new high efficiency 16 seer or better, 4 ton, air cooled, condenser units for outside of building.

Changed from 2.1.4 The vendor will provide the correct size of (1) "A" coil and (1) pair of line sets to complete the installation of the 4 ton unit.

Changed to read: 2.1.4 The vendor will provide and install the correct size of (2) new "A" coils and (2) new line sets to complete the installation of the 2 Condenser units located outside of building.

Changed from: 2.1.5 The vendor will provide stainless steel drip pans under condenser units.

Changed to read 2.1.5 The vendor will provide (2) stainless steel drip pans under condenser units located inside of building."

Removed: 2.1.7 The vendor will use, remove old condensers and reuse the working condenser outside.

Removed: 2.1.8 The vendor will reuse line sets outside of building.

Changed from 2.1.9 The vendor will repair the existing louver system of exhaust to work with new condenser units.

Changed to read 2.1.9 The vendor will repair the existing louver system to work as originally intended. The exhaust system and louvers will be interlocked to the HVAC system."

Changed from: 2.1.11 The vendor will add new refrigerant to all air conditioning units.

Changed to read 2.1.11 The vendor will add new refrigerant (410 A) to all condenser units.

Removed: 2.1.12 The vendor will inspect and do a complete service on outside Units to ensure they are in proper working order.

ADD: 2.1.16 A low ambient kit to be installed on all condenser units.

ADD: 2.1.17 Drywall in mechanical room to be removed, replaced, and repaired The whole wall does not have to be painted only where the wall was disturbed and finished. The finish only has to be as consistent as the rest of the wall that is in place.

SIGN IN SHEET

Page 1 of 2

Request for Proposal No. _____

Date: 7-20-11

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>B-V-A Heating & Cooling LLC</u>	<u>13972 George Washington Hwy</u>	PHONE <u>304-454-9714</u>
Rep: <u>Bob Ayers</u>	<u>Rawlesburg WVa 26425</u>	TOLL FREE <u>304-290-2895</u>
Email Address: <u>bob.ayers@bva.com</u>		FAX <u>304-454-9716</u>
Company: <u>Central Heating</u>	<u>1265 Bunner Ridge Rd</u>	PHONE <u>304-363-7353</u>
Rep: <u>Timbo Ferguson</u>	<u>Fairmont WVa</u>	TOLL FREE _____
Email Address: <u>Dan 4070 a) AOL.com</u>		FAX <u>304-363-1510</u>
Company: <u>Tri-State Roofing and Sheet Metal</u>	<u>101 S Meadville Rd</u>	PHONE <u>304-485-6593</u>
Rep: <u>Corey Stone</u>	<u>Davisville WV</u>	TOLL FREE _____
Email Address: <u>cs@tri-state-service.com</u>		FAX <u>304-485 5248</u>
Company: <u>STANDARD AIR</u>	<u>3704 Woodmere Dr</u>	PHONE <u>304 290-1945</u>
Rep: <u>Dolph White</u>	<u>Pitt PA</u>	TOLL FREE _____
Email Address: <u>dolphwhite@yahoo.com</u>		FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

Date: 7-20-11

SIGN IN SHEET

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TELEPHONE & FAX NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company: <u>WVDOH</u>	<u>P.O. box 4220</u>	PHONE <u>(304) 842-1598</u>
Rep: <u>Chuck McCullough</u>	<u>CLARKSBURG WV</u>	TOLL FREE
Email Address: <u>Chuck.J.McCullough@wv.gov</u>	<u>26302</u>	FAX <u>(304) 842-1616</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tri State Roofing & Sheet Metal Company
of Morgantown, WV, as Principal, and Travelers Casualty and Surety Company of America
of Hartford, CT, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
RFQ 04110594 - WV DOH Condenser Replacement - Bruceton Mills - According to Plans & Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
3rd day of August, 2011.

Principal Corporate Seal

Tri State Roofing & Sheet Metal Company
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
Vice President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
By: [Signature]
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220367

Certificate No. 003658785

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moye, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is 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 Companies this 3rd day of August, 2011.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV004542

Classification:

HEATING, VENTILATING & COOLING
SIDING
ROOFING
SHEET METAL

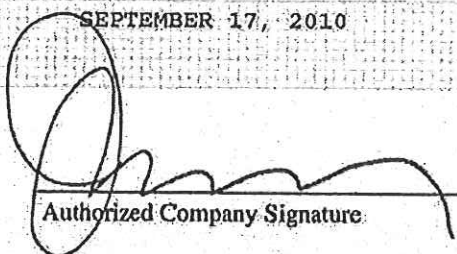
TRI-STATE ROOFING & SHEET METAL COM
DBA TRI-STATE ROOFING & SHEET METAL COM
PO BOX 188
DAVISVILLE, WV 26142-0188

Date Issued

Expiration Date

SEPTEMBER 17, 2010

SEPTEMBER 17, 2011


Authorized Company Signature.

Michael A. Carl
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.



RFQ No. 04110594

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Tri-State Roofing and Sheet Metal

Authorized Signature: [Signature] Date: 8-2-11

State of WV

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 2 day of August, 2011.

My Commission expires Oct. 29, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

Catherine Bennett

