



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

**Solicitation**

NUMBER
EBA464

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD
304-558-2157

\*423151430      304-325-6212  
 FOX & THOMPSON INC HEATING AC  
 1701 BLUEFIELD AVENUE  
 BLUEFIELD WV 24701

VENDOR

WSWP-TV  
 AIRPORT ROAD  
 BECKLEY, WV  
 25801      255-1501

SHIP TO

DATE PRINTED
07/25/2013

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1.				TO CLARIFY AND CONFIRM THE MANDATORY PRE-BID MEETING SCHEDULED FOR JULY 30, 2013 AT 10:30 AM, PREVIOUSLY LISTED IN THE PURCHASING BULLETIN IN ERROR. LOCATION HAS NOT CHANGED.		
2.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
END OF ADDENDUM NO. 1						

RECEIVED  
 2013 AUG -7 PM 2:59  
 WV PURCHASING  
 DIVISION

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

SOLICITATION NUMBER: EBA464

Addendum Number: 01

---

The purpose of this addendum is to modify the solicitation identified as ("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. To confirm the mandatory pre-bid date of July 30, 2013 at 10:30 am. Same location.
2. To provide the addendum acknowledgment.

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EBA464**

**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 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 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.

Fox And Thompson  
Company

[Signature]  
Authorized Signature

8-6-13  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

0003

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EBA464**

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**Addendum Numbers Received:**

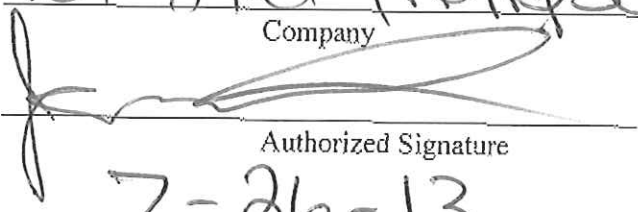
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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 |

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TMC

FOX AND THOMPSON  
 \_\_\_\_\_  
 Company

  
 \_\_\_\_\_  
 Authorized Signature

7-26-13  
 \_\_\_\_\_  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** EBA464

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Fox And Thompson Inc  
Company  
[Signature]  
Authorized Signature  
8-6-13  
Date

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Revised 6/8/2012

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EBA464**

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Fox And Thompson  
Company  
[Signature]  
Authorized Signature  
8-6-13  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** EBA464

**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.

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Fox And Thompson INC  
Company

[Signature]  
Authorized Signature

8-6-13  
Date

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



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

\*423151430      304-325-6212  
 FOX & THOMPSON INC HEATING AC  
 1701 BLUEFIELD AVENUE  
 BLUEFIELD WV 24701

SHIP TO

WSWP-TV  
 AIRPORT ROAD  
 BECKLEY, WV  
 25801      255-1501

DATE PRINTED
08/02/2013

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
1.				TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION.		
2.				TO PROVIDE THE MANDATORY PRE-BID SIGN IN SHEETS.		
3.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH BID, FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



**SOLICITATION NUMBER: EBA464**

**Addendum Number: 02**

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The purpose of this addendum is to modify the solicitation identified as (“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. To provide answers to questions received for this solicitation.
2. To provide the mandatory pre-bid sign in sheet.
3. To provide the addendum acknowledgment.

**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.

EBA464 Questions and Answers  
20 ton BTU Rooftop HVAC System for WVEBA Studio

Question 1: The Main Electrical Panel has a 400 amp circuit breaker which fed power to the old 40 Ton HVAC unit. The new 25 Ton unit will require a much smaller circuit breaker. The bid package did not specify the electrical details. Is it the contractor's responsibility to replace the 400 amp circuit breaker with the appropriate size breaker?

Answer 1: This job is turn-key. The contractor shall have the responsibility to supply the new HVAC with the appropriate circuit and breaker configuration. The contractor could install a sub panel to address the lower ampacity requirements of the new unit.

Question 2: Is the new HVAC system supposed to be a heat pump or an air conditioner with auxillary strip heat?

Answer 2: The specifications were for a rooftop mounted 25 ton BTU Trane Voyager HVAC package unit system or equivalent. The 25 ton Voyager system is an air conditioner with electric strip heat.

Question 3: WVEBA has explained that the rubber membrane roof is under warranty. Who is responsible for making the cuts in the roof and resealing around the curb?

Answer 3: The HVAC contractor is responsible for contracting with Boggs Roofing Company, 3202 15<sup>th</sup> Street, Huntington, WV ( 304-4294233 Shane Abshire, contact) who will oversee the roof cuts and resealing of the roof. Boggs is available for consultation and cost estimate prior to bid submission.

Question 4: Who is responsible for verifying air flow and balance of air flow for the newly installed system?

Answer 4: The contractor is responsible for verifying the system installation and for functionality of the system. The contractor will be expected to test and balance the system airflow. WVEBA does not plan to independently test and balance the system.

## SIGN IN SHEET

Page 1 of 3

Request for Proposal No. EBA 464

PLEASE PRINT

Date: 7-30-13

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: HSC Rep: ERIC SHREVE Email Address: eshreve@hscindustrial.com	300 Rural Acres Dr Buckley WV 25801	PHONE 304-252-1918 TOLL FREE FAX 304-252-6411
Company: APPALACHIAN HEATING Rep: DAN AKERS Email Address: DAKERS@thompsongas.com	P.O. BOX 770 BRADLEY WV	PHONE 304-877-5566 TOLL FREE FAX 304-877-5576
Company: SEM TOTAL COMFORT LLC Rep: STACY BRANHAM Email Address: smtotalcomfort@gmail.com	124 ALLEN COURT TORNADO WV 25202	PHONE (304) 356-7407 TOLL FREE FAX (304) 722-5899
Company: Pennington Plumbing Htg Rep: BOB MAHAFFY Email Address: ericmepphwv.com	301 George St Buckley WV 25801	PHONE 304-252-7529 TOLL FREE FAX 304-253-1123
Company: FOX AND THOMPSON Rep: Jimmy Graham Email Address: Jimmy.Graham@foxandthompson.com	1701 Bluefield Ave Bluefield WV 24701	PHONE 304-327-6212 TOLL FREE FAX 304-327-6212

## SIGN IN SHEET

Page 2 of 3Request for Proposal No. EBA464

PLEASE PRINT

Date: 7-30-13

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	<u>Childers Enterprises</u>	<u>1604 S. Kanawha St</u>	PHONE <u>304-255-2107</u>
Rep:	<u>Alan MARSHALL</u>	<u>Beakley WV 25901</u>	TOLL FREE <u>1-800-229-2012</u>
Email Address:	<u>Childers@ChildersEnterprises.com</u>		FAX <u>304-255-2109</u>
Company:	<u>Johnson Controls</u>	<u>4132 First Ave</u>	PHONE <u>304-741-0587</u>
Rep:	<u>Hanny Main</u>	<u>Nitro, WV 25143</u>	TOLL FREE
Email Address:	<u>Hanny.B.Main@JCI.com</u>		FAX <u>304-755-0765</u>
Company:	<u>Cimco Inc</u>	<u>2336 Virginia Ave</u>	PHONE <u>304-562-7705</u>
Rep:	<u>Dennie Craddock</u>	<u>Hurricane WV 25526</u>	TOLL FREE
Email Address:	<u>DCraddock@CimcoWV.com</u>		FAX <u>304-397-4178</u>
Company:	<u>Dougherty Co Inc.</u>	<u>P.O. box 1828</u>	PHONE <u>304-925-6664</u>
Rep:	<u>Lee Gill</u>	<u>Charleston WV</u>	TOLL FREE
Email Address:	<u>lee.gill@doughertyco.com</u>	<u>25327</u>	FAX <u>304-925-4280</u>
Company:	<u>R.T. ROGERS OIL Co., LLC</u>	<u>300 GRACE ST.</u>	PHONE <u>304-466-1733</u>
Rep:	<u>DAVID LESTER</u>	<u>HINTON WV 25951</u>	TOLL FREE
Email Address:	<u>dlester@rtrogers.com</u>		FAX <u>304-466-1735</u>

SIGN IN SHEET

Request for Proposal No. EBA464

PLEASE PRINT

Date: 7-30-13

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Southern Air Inc</u> Rep: <u>Timothy D Lusk</u> Email Address: <u>tim.lusk@southern-air.com</u>	<u>848 Mercer Mall Rd</u> <u>Bluefield, WV 24701</u>	PHONE <u>304. 324 4272</u> TOLL FREE <u>304. 324 4274</u> FAX
Company: <u>Casto Technical</u> Rep: <u>Traci B. Ray</u> Email Address: <u>tray@castotech.com</u>	<u>540 Leon Sullivan Way</u> <u>Chas. WV 25301</u>	PHONE <u>304-346-0549</u> TOLL FREE FAX <u>304-346-8920</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE TOLL FREE FAX

REQUEST FOR QUOTATION  
EBA464 HVAC System for Television Studio

**PRICING PAGE**

Shipping costs shall be included in equipment price.

Description	QTY	Unit Price	Extended Price
Trane Voyager HVAC system or equal with a minimum cooling rating of 25 ton BTU. To include all materials, equipment and incidentals.	1	<u>32641.<sup>50</sup></u>	<u>32641.<sup>50</sup></u>
Labor to install a Trane Voyager HVAC System or equal per the spec. provided.	1	<u>5357.<sup>00</sup></u>	<u>5357.<sup>00</sup></u>

**GRAND TOTAL**

\$ 37998.<sup>50</sup>

Thirty seven thousand nine hundred ninety eight <sup>50</sup>/<sub>100</sub>

James D. [Signature]  
Signature

8-6-13  
Date

Fox And Thompson INC  
Company Name

304-327-6212  
Phone

304-327-6212  
FAX

Jimmy. Cochran @ Fox And Thompson.COM  
E-mail

**CERTIFICATION AND SIGNATURE PAGE**

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

Fox And Thompson Inc

(Company)

[Handwritten Signature]

(Authorized Signature)

James K Coschman JR president

(Representative Name, Title)

304-327-6212      SAmp

(Phone Number)

(Fax Number)

8-6-13

(Date)

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: HVAC UNIT FOR studio at WVEBA  
Agency Requesting Work: WVEBA

**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: Fox And Thompson <sup>INC</sup> Vendor Telephone: 304-327-6212  
Vendor Address: 1701 Bluefield Ave Vendor Fax: 304-327-6212  
Bluefield WV 24701

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

STATE OF WV

COUNTY OF MERCER, TO-WIT:

I, James K Cochran JR, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Fox And Thompson Inc; and,  
(Company Name)
- 2. I do hereby attest that Fox And Thompson Inc  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Fox And Thompson Inc  
(Company Name)

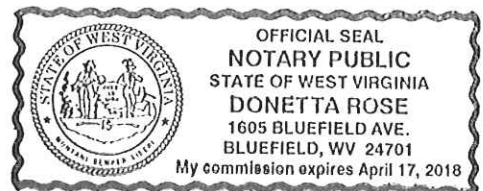
By: [Signature]  
Title: President  
Date: 8-6-13

Taken, subscribed and sworn to before me this 6 day of August, 2013

By Commission expires 4-17-18

(Seal) [Signature]  
(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.**



Rev March 2009

# *Fox and Thompson Inc*

## *Drug Policy*

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

- POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

*Danny Penland 11/7/12*

*Rochelle Rose 11-7-12*

- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

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A large, stylized handwritten signature in black ink, appearing to be "Donetta Rose".

2/18/13  
Donetta Rose

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11-8-12

*Jeff Ahern*  
*Donetta Rose*

- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

11/7/12

Daniel W. Cunningham  
Donita Rose

DATE: 11/5/2012 TIME: \_\_\_\_\_

DONOR/TEST INFORMATION: *Please print*

Applicant's Name: Charles Bevins

Company: Fox + Thompson

Date of Birth: 7/24/1980 Applicant's Phone: \_\_\_\_\_

Reason for Test  Pre employment  Random  Reasonable Cause  Return to duty  
 Post Accident  Other \_\_\_\_\_

Expiration Date 2013/01 Test Cup Lot# CUP041612

**COMPANY REMINDER: THIS TESTING IS FOR SCREENING PURPOSES ONLY. PLEASE CALL WITH ANY QUESTIONS.**

RESULTS:  Specimen Temperature within 90-100F range  Specimen Temperature not acceptable  
*Collector: Temp out of range proceed with Direct Observation send out procedures.*

No Test Valid lines  
*Collector: Stop. Package specimen, send to lab with UDS form.*

Adulteration check negative  Adulteration check not in range  
*Collector: Out of range proceed with Direct Observation send out procedures.*

Screening result was NEGATIVE for Marijuana, PCP, Opiates, Amphetamines, and Cocaine.

Screening result was NEGATIVE for Amphetamine, Cocaine metabolites, Marijuana metabolites, Opiates, PCP, Methamphetamines, Barbiturates, Benzodiazepines, Methadone.

Further testing was needed. Specimen has been sent to the laboratory for confirmation testing.

UDS specimen ID # \_\_\_\_\_ Name of Mgr. notified \_\_\_\_\_

Refusal to test Name of Mgr. notified \_\_\_\_\_

TO BE COMPLETED BY COLLECTOR:

I certify that the specimen identified on this form is the specimen presented to me by the donor, and that it has been collected and tested as in accordance with the applicable requirements.

Collectors signature: Becky Walker Collectors printed name: Becky Walker

TO BE COMPLETED BY DONOR:

I certify that I provided my urine specimen to the collector; that I have not adulterated it in any manner and that the information provided on this form is correct. I also give MedExpress permission to collect the specimen for the above mentioned employer for the purpose of fulfillment of an employment requirement. I further acknowledge and agree that the results of the drug test will only be released to the employer listed above, who is paying for the service and the use to which those results may be put is a matter between myself and my employer only. I therefore agree to hold MedExpress harmless for any employment outcome that may arise out of the sample of which was obtained from me. I further understand that if I refuse to submit to the drug testing screening, that the employer listed will be notified of my refusal to participate.

Applicant's Printed Name: Charles Bevins Applicant's Signature: [Signature]

THIS FORM IS TO BE FAXED TO COMPANY IMMEDIATELY UPON COMPLETION



I hereby give MedExpress permission to collect a urine, hair, or blood sample for drug testing services being requested by (Name of Employer) Fox & Thompson for the purpose of fulfillment of an employment requirement. I further acknowledge and agree that the results of the drug test will only be released to my current or perspective employer, who is paying for the service, and the use to which those results may be put is a matter between myself and my employer only. I therefore agree to hold MedExpress harmless for any employment outcome that may arise out of the sample that was obtained from me. I further understand that if I refuse to submit to the drug testing screening, that my current or perspective employer will be notified of my refusal to participate.

[Signature]  
Donor's Signature

11/05/12  
Date

CB 07/24/80  
Donor's Initials Donor's DOB

CHARLES BEVINS  
Donor's Name

[Signature]  
Witness' Signature (Collector)

11/05/12  
Date

Donor Identification:

Type of Identification: WV E950428

Number: WV DL

Lot #  
CUP041612  
Exp. 9/2013

Item #  
DTG DOA9CPA





# CERTIFICATE OF LIABILITY INSURANCE

FOXT002

OP ID: PC

DATE (MM/DD/YYYY)

08/06/13

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> DLH Insurance Agency 3425 East Cumberland Road P. O. Box 910 Bluefield, WV 24701 C. Connor Litton	<b>304-324-8001</b>  <b>304-324-8033</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> BrickStreet Mutual Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>10677</b>
<b>INSURED</b> Fox & Thompson Heating and Plumbing, Inc. 1701 Bluefield Avenue Bluefield, WV 24701				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

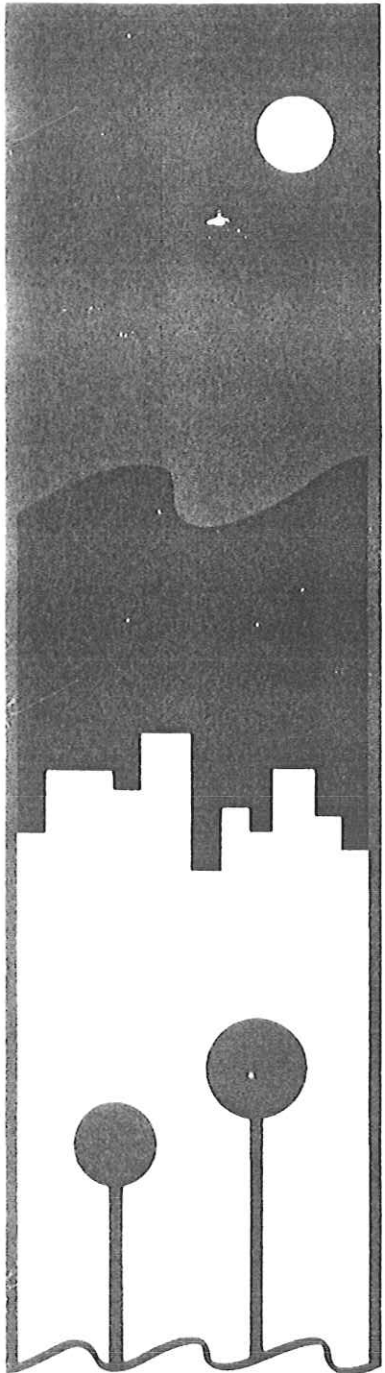
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>			EPP0106457	10/08/12	10/08/13	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			EPP0106457	10/08/12	10/08/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCB1019857	07/25/13	07/25/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>STAW001</b>  State of West Virginia WV Public Broadcasting Capitol Complex Building 6, Room B-749 Charleston, WV 25305	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 <b>C. Connor Litton</b>
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# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV000654

**Classification:**  
ELECTRICAL  
HEATING, VENTILATING & COOLING  
PLUMBING

FOX & THOMPSON HEATING AND PLUMBING  
DBA FOX & THOMPSON HEATING AND PLUMBING  
1701 BLUEFIELD AVE  
BLUEFIELD, WV 24701-2623

**Date Issued**  
AUGUST 10, 2013

**Expiration Date**  
AUGUST 10, 2014

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

\_\_\_\_\_  
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.



THE CINCINNATI INSURANCE COMPANY  
CINCINNATI, OHIO

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Fox and Thompson, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto  
STATE OF WV

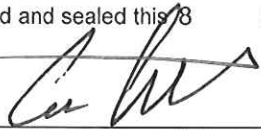
as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

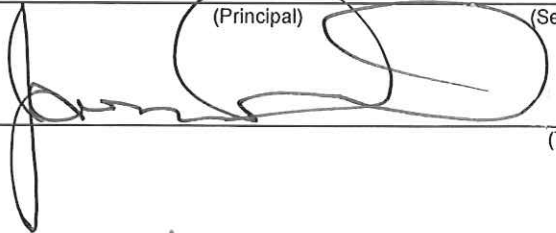
Dollars (\$5% of bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Beaver Industrial Park

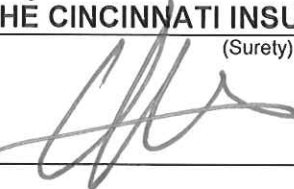
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 8 day of August, 2013

  
\_\_\_\_\_  
(Witness)

Fox and Thompson, Inc.  
\_\_\_\_\_  
(Principal) (Seal)  
By:   
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

THE CINCINNATI INSURANCE COMPANY  
\_\_\_\_\_  
(Surety) (Seal)  
By:   
\_\_\_\_\_  
Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Rebecca Y Perry, Patricia E Compton, Karen H Hamro, Earl R Davis, C. Connor, Jr. Litton,

of Bluefield, WV its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States,

Ten Million Dollars and 00/100 (\$10,000,000.00)

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

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

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

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

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

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

Gregory J. Schlemmer

Secretary



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Fox And Thompson INC  
Authorized Signature: [Signature] Date: ~~8-6-13~~ 8-6-13  
State of West Virginia  
County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 6 day of August, 2013  
My Commission expires 4-17, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Donetta Rose

*Purchasing Affidavit (Revised 07/01/2012)*

