



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***. 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*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 4

 List View

### General Information

### Contact

### Default Values

### Discount

### Document Information

Procurement Folder: 349640

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: VS0000013874



SO Doc ID: DOT1800000011

Legal Name: ROYAL AIRE LLC

Published Date: 9/13/17

Alias/DBA:

Close Date: 9/19/17

Total Bid: \$36,421.83

Close Time: 13:30

Response Date: 09/14/2017



Status: Closed

Response Time: 9:17

Solicitation Description: ADDENDUM\_2: HVAC  
SYSTEMS FOR DISTRICT 5



Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia**  
**Solicitation Response**

**Proc Folder :** 349640

**Solicitation Description :** ADDENDUM\_2: HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-09-19 13:30:00	SR 0803 ESR09131700000001014	1

**VENDOR**

VS0000013874

ROYAL AIRE LLC

**Solicitation Number:** CRFQ 0803 DOT1800000011

**Total Bid :** \$36,421.83

**Response Date:** 2017-09-14

**Response Time:** 09:17:13

**Comments:** Thank you for the invitation to bid. Please call our office at (304) 788-5250, if you should have any questions or concerns regarding this proposal. We look forward to working with you.

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

**Signature on File**

**FEIN #**

**DATE**

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	HVAC SYSTEM D5 HEADQUARTERS	1.00000	LS	\$36,421.830000	\$36,421.83

Comm Code	Manufacturer	Specification	Model #
72151206			

Extended Description :	COMPLETE HVAC HEATING, VENTILATION, AIR CONDITIONING WITH HEAT PUMP SYSTEM FOR DISTRICT FIVE (D5) HEADQUARTERS
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Royal Aire, LLC.  
100 N Davis St.  
Keyser, WV 26726  
(304) 788-5250  
[RoyalAire@frontier.com](mailto:RoyalAire@frontier.com)  
Contractor's License No: WV-026925

West Virginia Department of Administration, Purchasing Division  
West Virginia Department of Highways District Five Headquarters Conference Room  
Attn: Mark Atkins, File #33  
Solicitation No: CRFQ 0803 DOT1800000011  
2019 Washington St. East  
Charleston, WV 25305-0130



Royal Aire  
100 N. Davis Street  
Keyser, WV 26726  
(304)788-5250  
royalair@frontier.com

# Royal Aire

## Estimate

Date	Estimate #
09/12/2017	2318

### Address

West Virginia Department of Highways  
2120 North Western Turnpike  
P.O. Box 99  
Burlington, WV 26710

### Activity

### Quantity

### Rate

### Amount

• Contractor's License No: WV-026925

36,421.83

Propose To Install- (2) 7.5 Ton, YORK Predator Split System R-410A Heat Pump, R-410A, Copper Tube/Aluminum Fin Condenser (2) 7.5 Ton, YORK Predator Split System R-410A Air Handler.

#### System Includes:

(2) Air handler 7.5 Ton  
Refrigerant lines  
Necessary power and control wiring  
Necessary transitional duct work  
(2) Digital programmable thermostat  
Outdoor units  
Outdoor unit pads and legs  
(2) Outdoor disconnect 3 Phase  
System startup and check  
Removal and disposal of existing system

Continue to the next page

## Activity

## Quantity

## Rate

## Amount

Warranty- 1 year parts PER Manufacture  
 5 years compressor PER Manufacture  
 2 years labor PER Royal Aire

Customer \_\_\_\_\_ Date \_\_\_\_\_

Royal Aire

Date 9-12-17

\*\*\*Note: Crane use will be provided by the West Virginia Department of Highways.

\*\*\*Note: Materials are made in the United States of America, this may exclude digital thermostat.

\*\*\*Note: The warranties listed above do not include preventative maintenance checks. Preventative maintenance would include changing of the filters, cleaning traps, condensate traps, condenser cleaning, installing pan treatment tablets, and other miscellaneous preventative maintenance. Although we do not offer preventative maintenance checks as a warranty we do offer a preventative maintenance schedule, for an additional charge.

This estimate is good for thirty days.

Thank you for the opportunity to serve you!

**Total**

**\$36,421.83**

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

August 29, 2017 @ 9:00am EST

WV Division of Highways  
District Five Headquarters Conference Room  
2120 Northwestern Turnpike  
Burlington, WV 26710

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.



Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 05, 2017

Submit Questions to: Mark Atkins, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Mark.A.Atkins@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: HVAC District 5  
BUYER: Mark Atkins, File#33  
SOLICITATION NO.: CRFQ 0803 DOT1800000011  
BID OPENING DATE: 09/14/2017  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical  
☒ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 14, 2017 @ 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130



**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”



**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Thirty (30) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of bid amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.



☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ Contractor License

☒ HVAC Certification

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$100,000.00

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of  
100 % of purchase order

for failure to install a HVAC system with dual controls on each floor, which adequately cools and heats subject building  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.



Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.



**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.



## **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: Royal Aire  
Contractor's License No.: WV- 026925

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.



**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.



## 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Boyal Aice, LLC.



Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary



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 OTHER 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: Royal Air, LLC

Authorized Signature: [Signature] Date: 09/10/2017

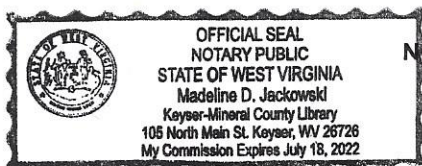
State of West Virginia

County of Mineral, to-wit:

Taken, subscribed, and sworn to before me this 13 day of September, 2017.

My Commission expires July 18, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

Madeline D. Jackowski

Purchasing Affidavit (Revised 07/07/2017)

**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.

Royal Aire Russell Delozier, Owner  
(Name, Title)

Russell Delozier, Owner  
(Printed Name and Title)


100 N Davis St. Keyser, WV 26726  
(Address)

(304) 813-7768 or (304) 788-5250 - Please call before faxing.  
(Phone Number) / (Fax Number)

royal aire @ frontier.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.

Royal Aire  
(Company)

 Russell Delozier, Owner  
(Authorized Signature) (Representative Name, Title)

Russell Delozier, Owner  
(Printed Name and Title of Authorized Representative)

09/12/2017  
(Date)

(304) 813-7768 or (304) 788-5250 - Please call before faxing.  
(Phone Number) (Fax Number)



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission

**Disclosure of Interested Parties to Contracts**

Contracting business entity: Royal Aire, LLC.

Address: 100 N Davis St Keyser, WV 26726

Contracting business entity's authorized agent: Russell Delozier

Address: 100 N Davis St. Keyser, WV 26726

Number or title of contract: CRFQ 0803 DOT1800000011

Type or description of contract: HVAC Installation for District 5

Governmental agency awarding contract: West Virginia Purchasing Division

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Signature: Russell Delozier Date Signed: 9-13-17

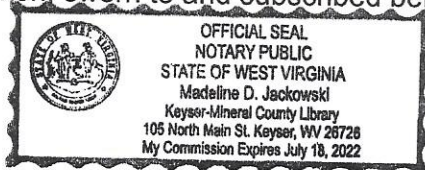
☐ Check here if this is a Supplemental Disclosure.

**Verification**

State of West Virginia, County of Mineral:

I, Madeline D. Jackowski, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 13 day of September, 2017.



Madeline D Jackowski  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



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

STATE OF WEST VIRGINIA,

COUNTY OF Mineral, TO-WIT:

I, Russell Debzies, after being first duly sworn, depose and state as follows:

1. I am an employee of Royal Aire, LLC; and,  
(Company Name)
2. I do hereby attest that Royal Aire, LLC.  
(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: Russell Debzies

Signature: Russell Debzies

Title: Owner

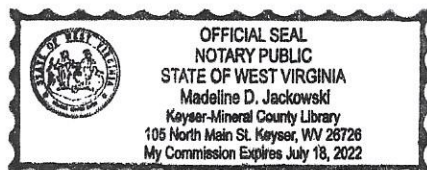
Company Name: Royal Aire

Date: 9-13-17

State of: West Virginia County of: Mineral  
Taken, subscribed and sworn to before me this 13 day of September, 2017.

By Commission expires July 18, 2022

(Seal)



Madeline D Jackowski  
(Notary Public)





State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
4. Failure to meet any mandatory requirement of the RFQ
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Debt to the State or Political Subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided RFQ form (only if stipulated as mandatory).



CRFQ 0803 DOT1800000011  
REQUEST FOR QUOTATION  
**HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps**

---

**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH), District Five (D-5) Headquarters at 2120 Northwestern Turnpike, Burlington, WV 27610 to establish a one-time contract for the construction of the following:

Installation of a HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps at W.V. Division of Highways, District Five Headquarters located at 2120 Northwestern Turnpike, WV 26710.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

**2.1 “Construction Services”** means the installation of a HVA Heating, Ventilation, Air Conditioning System with Heat Pumps as more fully described in Project Plan.as more fully described in the Project Plans.

**2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B or unable to be reproduced clearly, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

CRFQ 0803 DOT1800000011  
REQUEST FOR QUOTATION  
**HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps**

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- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least ten (10) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.



CRFQ 0803 DOT1800000011  
REQUEST FOR QUOTATION  
**HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps**

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**9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

- ☒ **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- ☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

Copies of project plans can be examined at the following location:

WV Div. of Highways  
2120 Northwestern Turnpike  
Burlington, WV 26710

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday, 6:00 a.m. to 6:00 p.m., excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Vendor must dispose of any old refrigerant.

**10.4.1.2.** Vendor must dispose of old "A" coil.

**10.4.1.3.** Vendor must dispose of old HVAC unit(s).



CRFQ 0803 DOT1800000011  
REQUEST FOR QUOTATION  
**HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps**

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**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Russell Debzier, owner

**Telephone Number:** (304) 788-5250 or (304) 813-7168

**Fax Number:** Please call before faxing.

**Email Address:** royalair@frontier.com

CRFQ 0803 DOT1800000011  
REQUEST FOR QUOTATION  
**HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps**

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**EXHIBIT B – PROJECT PLANS**

**13. GENERAL REQUIREMENTS:**

**13.1. Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below:**

See attached complex building plans for assistance. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B or unable to be reproduced clearly, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- System air handler must accept new “A” coil.
- New system must include separate temperature controls for each floor.
- New system must have at least a 2 year warranty on all parts and labor.
- Provided advance scheduling, the WVDOH D/5 personnel will provide equipment to place new HVAC unit(s) on the roof.

CRFQ 0803 DOT1800000011  
REQUEST FOR QUOTATION  
HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps

EXHIBIT A – Pricing Page

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total
1	1	Lump Sum	HVAC Heating, Ventilation, Air Conditioning with Heat Pump System	\$ 17,047.71	\$ 36,421.83
GRAND TOTAL					\$ 36,421.83

VENDOR NAME	Royal Aire
VENDOR ADDRESS	100 N Davis St. Keyser, W. Va 26726
PHONE #	(304) 788-5250
EMAIL	royalair@frontier.com
SIGNATURE	Paul Dehn





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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 349640

Doc Description: HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-04	2017-09-07 13:30:00	CRFQ 0803 DOT1800000011	1

#### BID RECEIVING LOCATION

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

#### VENDOR

Vendor Name, Address and Telephone Number:

Rayal Aire, LLC.  
100 N Davis St. Keyser, WV 26726  
(304) 788-5250

#### FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Signature X

FEIN # 40-1572551

DATE 09/12/2017

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH), District Five (D-5) Headquarters at 2120 Northwestern Turnpike, Burlington, WV 27610 to establish a one-time contract for the construction of the following:

Installation of a HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps at W.V. Division of Highways, District Five Headquarters located at 2120 Northwestern Turnpike, WV 26710 per attached documents.

**MANDATORY PRE-BID MEETING:**

August 21, 2017 @ 9:00am EST

WVDOH District Five (D5) Headquarters  
Conference Room  
2120 Northwestern Turnpike  
Burlington, WV 26710

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		DIVISION OF HIGHWAYS DISTRICT FIVE 2120 NORTHWEST TURNPIKE BURLINGTON WV 26710-0099 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC SYSTEM D5 HEADQUARTERS	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151206			

**Extended Description :**

COMPLETE HVAC HEATING, VENTILATION, AIR CONDITIONING WITH HEAT PUMP SYSTEM FOR DISTRICT FIVE (D5) HEADQUARTERS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 9:00am EST:	2017-08-21
2	Technical Questions due by:	2017-08-28

<b>DOT1800000011</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 349640

Doc Description: ADDENDUM\_1: HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-10	2017-09-14 13:30:00	CRFQ 0803 DOT1800000011	2

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

Royal Aire, LLC.  
100 N Davis St. Keyser, WV 26726  
(304) 788-5250

#### FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN # 46-1572551

DATE 09/12/2017

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

**ADDITIONAL INFORMATION:**

ADDENDUM 1 Is issued for the following:

1. To move the bid opening from 09/07/2017 at 1:30pm to 09/14/2017 at 1:30pm EST.
2. To move the Mandatory Pre-Bid Meeting date from 08/21/2017 to 08/29/2017 at 9:00am EST.
3. To extend the Technical Question period from 08/28/2017 to 09/05/2017.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH), District Five (D-5) Headquarters at 2120 Northwestern Turnpike, Burlington, WV 26710 to establish a one-time contract for the construction of the following:

Installation of a HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps at W.V. Division of Highways, District Five Headquarters located at 2120 Northwestern Turnpike, WV 26710 per attached documents.

**MANDATORY PRE-BID MEETING:**

August 29, 2017 @ 9:00am EST

WVDOH District Five (D5) Headquarters  
Conference Room  
2120 Northwestern Turnpike  
Burlington, WV 26710

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99  BURLINGTON WV26710  US		DIVISION OF HIGHWAYS DISTRICT FIVE 2120 NORTHWEST TURNPIKE  BURLINGTON WV 26710-0099  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC SYSTEM D5 HEADQUARTERS	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151206			

**Extended Description :**

COMPLETE HVAC HEATING, VENTILATION, AIR CONDITIONING WITH HEAT PUMP SYSTEM FOR DISTRICT FIVE (D5) HEADQUARTERS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 9:00am EST:	2017-08-29
2	Technical Questions due by:	2017-09-05

# SOLICITATION NUMBER: CRFQ 0803 DOT1800000011

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000011 ("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
- ☒ Modify Mandatory Pre-Bid date and time.
- ☒ Modify Technical Question deadline date.

### Description of Modification to Solicitation:

1. To move the bid opening from 09/07/2017 at 1:30pm to 09/14/2017 at 1:30pm EST.
2. To move the Mandatory Pre-Bid Meeting date from 08/21/2017 to 08/29/2017 at 9:00am EST.
3. To extend the Technical Question period from 08/28/2017 to 09/05/2017.

No other changes made.

**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.: CRFQ 0803 DOT1800000011**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Boyal Aire, LLC.  
Company  
  
Authorized Signature  
09/12/2017  
Date

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



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

State of West Virginia  
Request for Quotation  
09 — Construction

Proc Folder: 349640

Doc Description: ADDENDUM\_2: HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-13	2017-09-19 13:30:00	CRFQ 0803 DOT1800000011	3

#### BID RECEIVING LOCATION

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

#### VENDOR

Vendor Name, Address and Telephone Number:

Royal Aire, LLC.  
100 N Davis St. Keyser, WV 26726  
(304) 788-5250

#### FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Signature X

FEIN # 46-1572551

DATE 09/13/2017

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

**ADDITIONAL INFORMATION:**

ADDENDUM 2 is issued for the following:

1. To move the bid opening from 09/14/2017 at 1:30pm to 09/19/2017 at 1:30pm EST.
2. To modify the specifications (see Attachment\_A in this addendum).
3. To publish the mandatory pre-bid meeting sign-in attendance sheets.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH), District Five (D-5) Headquarters at 2120 Northwestern Turnpike, Burlington, WV 27610 to establish a one-time contract for the construction of the following:

Installation of a HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps at W.V. Division of Highways, District Five Headquarters located at 2120 Northwestern Turnpike, WV 26710 per attached documents.

**MANDATORY PRE-BID MEETING:**

August 29, 2017 @ 9:00am EST

WVDOH District Five (D5) Headquarters  
Conference Room  
2120 Northwestern Turnpike  
Burlington, WV 26710

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99  BURLINGTON WV26710  US		DIVISION OF HIGHWAYS DISTRICT FIVE 2120 NORTHWEST TURNPIKE  BURLINGTON WV 26710-0099  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC SYSTEM D5 HEADQUARTERS	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151206			

**Extended Description :**

COMPLETE HVAC HEATING, VENTILATION, AIR CONDITIONING WITH HEAT PUMP SYSTEM FOR DISTRICT FIVE (D5) HEADQUARTERS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 9:00am EST:	2017-08-29
2	Technical Questions due by:	2017-09-05



DOT1800000011	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_2: HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS	<b>Page 3</b> <b>of 3</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 349640

Doc Description: ADDENDUM\_2: HVAC SYSTEMS FOR DISTRICT 5 HEADQUARTERS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-13	2017-09-19 13:30:00	CRFQ 0803 DOT1800000011	3

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

Royal Aire, LLC.  
100 N Davis St. Keyser, WV 26726  
(304) 788-5250

#### FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN # 46-1572551

DATE 09/13/2017

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

**ADDITIONAL INFORMATION:**

ADDENDUM 2 is issued for the following:

1. To move the bid opening from 09/14/2017 at 1:30pm to 09/19/2017 at 1:30pm EST.
2. To modify the specifications (see Attachment\_A in this addendum).
3. To publish the mandatory pre-bid meeting sign-in attendance sheets.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH), District Five (D-5) Headquarters at 2120 Northwestern Turnpike, Burlington, WV 27610 to establish a one-time contract for the construction of the following:

Installation of a HVAC Heating, Ventilation, Air Conditioning System with Heat Pumps at W.V. Division of Highways, District Five Headquarters located at 2120 Northwestern Turnpike, WV 26710 per attached documents.

**MANDATORY PRE-BID MEETING:**

August 29, 2017 @ 9:00am EST

WVDOH District Five (D5) Headquarters  
Conference Room  
2120 Northwestern Turnpike  
Burlington, WV 26710

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99  BURLINGTON WV26710  US		DIVISION OF HIGHWAYS DISTRICT FIVE 2120 NORTHWEST TURNPIKE  BURLINGTON WV 26710-0099  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC SYSTEM D5 HEADQUARTERS	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72151206			

**Extended Description :**

COMPLETE HVAC HEATING, VENTILATION, AIR CONDITIONING WITH HEAT PUMP SYSTEM FOR DISTRICT FIVE (D5) HEADQUARTERS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 9:00am EST:	2017-08-29
2	Technical Questions due by:	2017-09-05



# SOLICITATION NUMBER: CRFQ 0803 DOT1800000011

## Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000011 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☒ [X] Modify specifications of product or service being sought
- ☐ [ ] Attachment of vendor questions and responses
- ☒ [X] Attachment of pre-bid sign-in sheet
- ☐ [ ] Modify Mandatory Pre-Bid date and time.
- ☐ [ ] Modify Technical Question deadline date.

### Description of Modification to Solicitation:

1. To move the bid opening from 09/14/2017 at 1:30pm to 09/19/2017 at 1:30pm EST.
2. To modify the specifications (see Attachment\_A in this addendum).
3. To publish the mandatory pre-bid meeting sign-in attendance sheets.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Attachment\_A**

**Addendum # 2**

**CRFQ 0803 DOT1800000011**

**HVAC System for D-5 Hdq.**

To add the following:

Replace existing soft copper lines with new lines running from "A" Coil to Units.

No other changes made.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

CRFQ DOT1800000011

DATE: August 29, 2017

Project Description:

HVAC systems for District 5 Headquarters

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WVDOT-DOH
Firm Address:	1900 Kanawha Ave East Building 5, Rm 220 Charleston, WV 25305
Representative Attending:	Dusty Smith
Phone Number:	304-558-9398
Fax Number:	304-558-7844
Email Address:	dusty.j.smith@wv.gov

Firm Name:	ROYAL AIRE
Firm Address:	100 N. DAVIS STREET KEYSER WV 26720
Representative Attending:	RUSSELL DELOZIER
Phone Number:	304 813 7768
Fax Number:	304 788 5250
Email Address:	ROYAL.AIRE@FRONTIER.COM

Firm Name:	W.V. D.O.H.
Firm Address:	2120 Northwestern Turnpike Bellingham, WV 26020
Representative Attending:	Laranda Baldwin
Phone Number:	304-289-2238
Fax Number:	304-289-3530
Email Address:	laranda.l.baldwin@wv.gov

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	WV D O H
Firm Address:	2120 Northwestern Turnpike
Representative Attending:	Josh Clauze
Phone Number:	304-289-2275
Fax Number:	
Email Address:	Joshua.C.Clauze@wv.gov

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0803 DOT1800000011**

**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 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.

Boyal Aire, LLC  
Company  
Paul Delors  
Authorized Signature  
09/13/2017  
Date

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



# CERTIFICATE OF INSURANCE

DATE ISSUED (MM/DD/YY)  
9/13/17

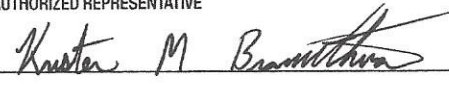
— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY HOTT INSURANCE & FIN SVCS LLC 207 N MAIN ST PETERSBURG, WV 26847-1521 (304)257-4494		AGENT'S NO. EE4021		COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY	
NAME AND ADDRESS OF NAMED INSURED ROYAL AIRE, LLC 100 NORTH DAVIS ST KEYSER, WV 26726				This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.	
This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.					
CO Add'l LTR Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D <input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q38 5550049	2/5/17	2/5/18	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ 1,000,000 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
D <input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q02 5430152	2/5/17	2/5/18	BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1,000,000
D <input checked="" type="checkbox"/>	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE  <input type="checkbox"/> RETENTION \$	Q28 5870030	2/5/17	2/5/18	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
D <input type="checkbox"/>	<b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>	Q86 0500585	2/5/17	2/5/18	<b>STATUTORY</b> BODILY INJURY BY ACCIDENT \$ 100,000 EACH ACCIDENT DISEASE \$ 500,000 POLICY LIMIT DISEASE \$ 100,000 EACH EMPLOYEE
	<b>OTHER</b>				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**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).

NAME AND ADDRESS OF CERTIFICATE HOLDER Royal Aire, LLC 100 North Davis St Keyser, WV 26726	AUTHORIZED REPRESENTATIVE 
---	--



**ERIE INSURANCE  
PROPERTY & CASUALTY COMPANY  
BID BOND**

**Know All Men by These Presents,**

Bond No. . . . Q93-6170270 . . .

That we, ROYAL AIRE LLC, 100 N DAVIS ST. KEYSER, WV 26726 . . . . .  
(hereinafter called the Principal) as Principal, and the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, of  
Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter  
called the Surety), as Surety, are held and firmly bound unto . . . WV DIVISION OF HIGHWAYS . . . . .

DISTRICT 5 . . . . . hereinafter called the Oblige in the full and just sum of THIRTY SIX THOUSAND

FIVE HUNDRED . . . . . Dollars, (\$2000 . . . . .),

good and lawful money of the United States of America, to the payments of which sum of money well  
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this . . . . . 12TH . . . . . day of . . . . . SEPTEMBER . . . . ., A.D. 20. 17.

**THE CONDITION OF THIS OBLIGATION IS SUCH:** That, if the Oblige shall make any award within 30  
days to the Principal for SUPPLY AND INSTALL HVAC SYSTEM . . . . .

. . . . .  
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall  
duly make and enter into a contract with the Oblige in accordance with the terms of said proposal  
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties  
approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages  
which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then  
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal. *Royal Aire, LLC* . . . . .

Witness: *Larry Keyser* . . . . .

By: *Paul Webb* . . . . .

Witness: *Krista Brannan* . . . . .

ERIE INSURANCE  
PROPERTY & CASUALTY COMPANY  
By: *[Signature]* . . . . . Attorney-in-Fact





ERIE INSURANCE  
PROPERTY & CASUALTY COMPANY  
ERIE, PA 16530  
**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

----- John Paul Hott II -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----

----- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

"RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.



*Terrence W. Cavanaugh*  
Terrence W. Cavanaugh  
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Sheila M. Hirsch*  
My commission expires June 27, 2016  
Notary Public

**CERTIFICATE**

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



*James J. Tanous*  
James J. Tanous, Secretary

this 12<sup>th</sup> day of Sept. 2017

# WEST VIRGINIA DIVISION OF LABOR

749-B Building 6, Capitol Complex • Charleston, West Virginia 25305

Phone (304) 558-7890 • Fax (304) 558-3797

[www.wvlabor.org](http://www.wvlabor.org)

EARL RAY TOMBLIN  
Governor



JOHN R. JUNKINS  
Acting Commissioner

August 31, 2016

Erie Insurance Property & Casualty Company  
100 Erie Insurance Place  
Erie, PA 16530

Dear Sir or Madam:

On October 10, 2010, surety bond number Q94-7270194 in the amount of \$10,000.00 was posted with the West Virginia Division of Labor ("the Division") as a wage bond to protect the wages and benefits of the employees of Russell Delozier dba Royal Aire. That amount has since been changed by increase rider to the current amount of \$16,238.00. Based on records available to the Division, Russell Delozier dba Royal Aire has now been in business in West Virginia for more than five years. According to the provisions of §21-5-14(a) of the West Virginia Code, companies that have been in business for five or more years are no longer required to maintain a wage bond and once such bond is released, the company will remain in compliance with West Virginia wage bond requirements as a plus five company.

In consideration of this company's eligibility as a plus five company as well as, the fact that the Division has not received any wage complaints from employees in relation to this bond, the Commissioner of Labor has determined this bond eligible for cancellation effective August 31, 2016. Based on this determination, no additional action from the company or the surety provider is necessary as this letter serves as the Division's acknowledgment of the immediate cancellation of this bond.

A copy of the bond is provided on enclosure for your reference.

Sincerely,

A handwritten signature in dark ink, appearing to read "William F. Jordan", is written over a horizontal line.

William F. Jordan, Director  
Wage & Hour Section

WFJ / djw  
Enclosure – Copy of Surety Bond Q94-7270194  
cc: Russell Delozier dba Royal Aire / 042271



West Virginia Division of Labor  
HVAC TECHNICIAN LICENSE



License #

[REDACTED]

Classification

1

Expiration Date

2/1/2018

Issued To:

RUSSELL S DELOZIER

100 N DAVIS ST

KEYSER

WV 26726

*Mitchell E. Woodman*  
(Authorized Signature)

Issued under the provision of West Virginia Code  
§21-16, Regulation of Heating, Ventilating and  
Cooling Work.

This license authorizes the person hereon named to perform or offer to perform HVAC work in the state of West Virginia within the classification on the face of this card. Classifications are as follows:

- 1 - TECHNICIAN
- 2 - TECHNICIAN IN TRAINING

This license is valid for twelve (12) months and must be renewed on or before the expiration date indicated on the face of this card.





West Virginia Division of Labor  
**PLUMBER LICENSE**

*4-3-11*

License #



Classification

**MASTER**

Expiration Date

**12/31/2017**

Issued To:

**RUSSELL S DELOZIER**

**100 N DAVIS STREET**

**KEYSER**

**WV 26726-32**

*Michelle W. Wadsworth*  
(Authorized Signature)

Issued under the provision of West Virginia Code  
§21-14, Supervision of Plumbing Work.

RUSSELL S. DELOZIER  
100 N. DAVIS ST  
KEYSER, WV 26726-3254

**ELECTRICIAN LICENSE**

CLASS: JOURNEYMAN

ISSUED: 4/4/2017

EXP DATE: 6/30/2018

RESTRICTIONS: See back



Fold  
Here

**WV Code §29-3B**

- Carry license at all times
- No more than 3 apprentices per journeyman or master
- Apprentice must be supervised
- Non-transferrable

*\*Please notify change of address immediately*

**WVSFMO**

1207 QUARRIER STREET  
CHARLESTON, WV 25301

PHONE: (304) 558-2191  
FAX: (304) 558-2537

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV026925

Classification:  
HEATING, VENTILATING & COOLING

ROYAL AIRE LLC  
DBA ROYAL AIRE LLC  
100 N DAVIS ST  
KEYSER, WV 26726-3238

Date Issued

MAY 06, 2017

Expiration Date

MAY 06, 2018

Authorized Company Signature

*Gene Thayer*  
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.

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD