

Solicitation Response(SR) Dept: 0310 ID: ESR1105200000003397 Ver.: 1 Function: New Phase: Final

Modified by batch , 11/05/2020

Header  2

General Information   Contact   Default Values   Discount   Document Information   Clarification Request

|   |   |
|---|---|
| <b>Procurement Folder:</b><br>790722              | <b>SO Doc Code:</b><br>ARFQ   |
| <b>Procurement Type:</b><br>Agency Purchase Order | <b>SO Dept:</b><br>0310   |
| <b>Vendor ID:</b><br>000000188248                 | <b>SO Doc ID:</b><br>DNR2100000019  |
| <b>Legal Name:</b><br>B N A HEATING & COOLING     | <b>Published Date:</b><br>11/2/20   |
| <b>Alias/DBA:</b>                                 | <b>Close Date:</b><br>11/5/20   |
| <b>Total Bid:</b><br>\$179,540.00                 | <b>Close Time:</b><br>13:30   |
| <b>Response Date:</b><br>11/05/2020               | <b>Status:</b><br>Closed  |
| <b>Response Time:</b><br>7:50                     | <b>Solicitation Description:</b><br>Addendum No.01 - Tygart Lake<br>SP Cabin Joist & Sill Repairs |
| <b>Responded By User ID:</b><br>bnaheatnair       | <b>Total of Header Attachments:</b><br>2  |
| <b>First Name:</b><br>Robert                      | <b>Total of All Attachments:</b><br>2   |
| <b>Last Name:</b><br>Ayersman                     |   |
| <b>Email:</b><br>bobayersman@yahoo.co             |   |
| <b>Phone:</b><br>304-454-9714                     |   |



State of West Virginia  
Agency Request for Quote  
Construction

|   |                            |                                 |
|---|----------------------------|---------------------------------|
| <b>Proc Folder:</b> 790722  |                            | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> Tygart Lake SP Cabin Floor Joist & Sill Plate Repairs |                            |                                 |
| <b>Proc Type:</b> Agency Purchase Order                                       |                            |                                 |
| <b>Date Issued</b>  | <b>Solicitation Closes</b> | <b>Solicitation No</b>          |
| 2020-10-06  | 2020-11-05 13:30           | ARFQ 0310 DNR2100000019         |
|   |                            | <b>Version</b>                  |
|   |                            | 1                               |

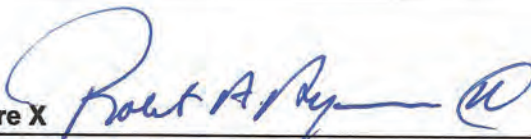
**BID RECEIVING LOCATION**

BID RESPONSE  
 DIVISION OF NATURAL RESOURCES  
 PROPERTY & PROCUREMENT OFFICE  
 324 4TH AVE  
 SOUTH CHARLESTON WV 25303-1228  
 US

**VENDOR**

Vendor Customer Code: 000000188248  
 Vendor Name: B-W-A Heating & Cooling  
 Address: 13972 George Washington Hwy  
 Street:  
 City: Rowlesburg  
 State: WV Country: Preston Zip: 26425  
 Principal Contact: Robert Ayers  
 Vendor Contact Phone: 304-290-2895 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 James H Adkins  
 (304) 558-3397  
 jamie.h.adkins@wv.gov

Vendor Signature X  FEIN# 45-2644789 DATE 11-04-2020

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*19

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 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.

B-W-A Heating & Cooling  
Company

[Signature]  
Authorized Signature

11-04-2020  
Date

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

**REQUEST FOR QUOTATION  
WEST VIRGINIA DIVISION OF NATURAL RESOURCES  
TYGART LAKE STATE PARK – REPAIR OF FLOOR JOISTS AND SILL PLATES**

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**Pricing Page  
Exhibit A**

Name of Vendor:

B-W-A Heating & Cooling

Address of Vendor:

13972 George Washington Hwy  
Rowlesburg WVA  
26425

Phone Number of Vendor:

304-454-9714 Office  
304-454-2895 Cell

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 39,470.00

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Thirty Nine Thousand Four Hundred Seventy Dollars.

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**

**REQUEST FOR QUOTATION  
WEST VIRGINIA DIVISION OF NATURAL RESOURCES  
TYGART LAKE STATE PARK – REPAIR OF FLOOR JOISTS AND SILL PLATES**

---

**Pricing Page  
Exhibit A**

**Additive Alternate 1:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

**Additive Alternate 1:**

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 56,840.00

**Additive Alternate 1:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Fifty Six Thousand  
Eight Hundred Forty Dollars

**Additive Alternate 2:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

**Additive Alternate 2:**

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 83,230.00

**Additive Alternate 2:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Eighty Three Thousand  
Two Hundred Thirty Dollars.

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, B-n-A Heating & Cooling  
of Rowlesburg, WV, as Principal, and Atlantic Specialty Insurance Company  
of Plymouth, MN, a corporation organized and existing under the laws of the State of  
NY with its principal office in the City of NY, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Repair of Floor Joist and Sill Plates, Tygart Lake State Park, WV

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
5th day of November, 2020.

Principal Corporate Seal

B-n-A Heating & Cooling  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)  
Partner  
(Title)

Surety Corporate Seal



Atlantic Specialty Insurance Company  
(Name of Surety)  
By: [Signature]  
Josephine M. Streyle Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**



## Power of Attorney

Surety Bond No: Bid Bond

Principal: B-n-A Heating & Cooling

Obligee: State of West Virginia

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Josephine M. Streyle, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

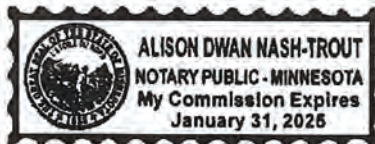
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of November, 2020.



Christopher V. Jerry, Secretary

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV049172

Classification:

GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
PLUMBING

B N A HEATING & COOLING  
DBA B N A HEATING & COOLING  
13972 GEORGE WASHINGTON HWY  
ROWLESBURG, WV 26425

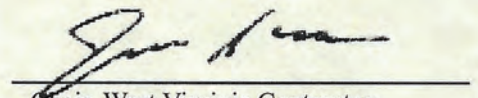
Date Issued

Expiration Date

FEBRUARY 01, 2020

FEBRUARY 01, 2021

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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







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

STATE OF WEST VIRGINIA,

COUNTY OF Preston, TO-WIT:

I, Robert A. Petersman II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of B-A Heating & Cooling, and,  
(Company Name)
- 2. I do hereby attest that B-A Heating & Cooling  
(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**.

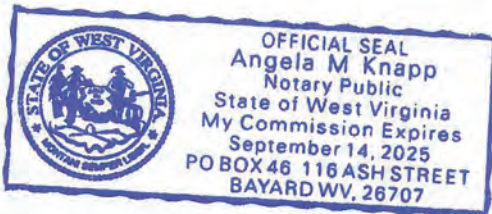
The above statements are sworn to under the penalty of perjury.

Printed Name: Robert A. Petersman II  
 Signature: [Handwritten Signature]  
 Title: Partner  
 Company Name: B-A Heating & Cooling  
 Date: 11-04-2020

Taken, subscribed and sworn to before me this 04 day of November, 2020.

By Commission expires September 14 2025

(Seal)



[Handwritten Signature]  
(Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: B-W-A Heating & Cooling

Authorized Signature: [Signature] Date: 11-04-2020

State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 04 day of November, 2020.

My Commission expires September 14, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |   |
|--|---|
| <b>PRODUCER</b><br>The Lewis Financial Group<br>1 Kruger St<br>Wheeling, WV 26003                          | <b>CONTACT NAME:</b> Beth<br><b>PHONE (A/C, No, Ext):</b> 304-242-3355 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> bmangus1@comcast.net |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |   |
| <b>INSURED</b>   | <b>NAIC #</b>   |
| Robert Ayersman II<br>dba BNA Heating & Cooling<br>13972 George Washington Hwy<br>Rowleburg, WV 26425-9150 | INSURER A : FFCIC      13803<br>INSURER B : Brickstreet<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :                         |

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD     | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
|----------|--|-----------|--------------|---------------|-------------------------|-------------------------|--|--|-------------|--------|--|--|--------------------|--|--------------|--|----------------------------|--|--------------|--|-----------------------------|--|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:               | X         |              | 4701X1798     | 04/03/2020              | 04/03/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$   |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY | X         |              | 4701C0529     | 04/03/2020              | 04/03/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED    RETENTION \$  |           |              |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
| B        | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y         | N/A          | WCB1025803    | 10/12/2020              | 10/12/2021              | <table style="width: 100%; border: none;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%; border: none;">PER STATUTE</td> <td style="width: 15%; border: none;">OTH-ER</td> <td style="width: 65%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table> |  | PER STATUTE | OTH-ER |  |  | E.L. EACH ACCIDENT |  | \$ 1,000,000 |  | E.L. DISEASE - EA EMPLOYEE |  | \$ 1,000,000 |  | E.L. DISEASE - POLICY LIMIT |  | \$ 1,000,000 |
|          | PER STATUTE  | OTH-ER    |              |               |                         |                         |  |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
|          | E.L. EACH ACCIDENT   |           | \$ 1,000,000 |               |                         |                         |  |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
|          | E.L. DISEASE - EA EMPLOYEE   |           | \$ 1,000,000 |               |                         |                         |  |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |
|          | E.L. DISEASE - POLICY LIMIT  |           | \$ 1,000,000 |               |                         |                         |  |  |             |        |  |  |                    |  |              |  |                            |  |              |  |                             |  |              |

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

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Division of Natural Resources<br>Property & Procurement Office<br>324 4th Ave<br>South Charleston, WV 25303 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |
|--|--|

**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.

*Robert A Ayersman II*

(Name, Title)

*Robert A Ayersman II Partner*

(Printed Name and Title)

*13972 George Washington Hwy*

(Address)

*Routes Hwy WVa 26425*

*304-454-9714*

*304-290-2895*

(Phone Number) / (Fax Number) *cell*

*bobayersman@yahoo.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.

*B-W-A Heating & Cooling*

(Company)

*Robert A Ayersman II Partner*

(Authorized Signature) (Representative Name, Title)

*Robert A Ayersman II Partner*

(Printed Name and Title of Authorized Representative)

*11-04-2020*

(Date)

*304-454-9714*

*304-290-2895*

(Phone Number) (Fax Number)

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** W. Va. 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. W. Va. 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 Property and Procurement Office 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: B-N-A Heating & Cooling  
Contractor's License No.: WV- 049172

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 Property and Procurement Office 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 (1) 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

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources – State Parks and Recreation Section  
TYGART LAKE STATE PARK – REPAIR OF FLOOR JOISTS AND SILL PLATES

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11. MISCELLANEOUS:

11.1 **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:** Robert A Ayersman, Inc

**Telephone Number:** 304-698-6660

**Fax Number:** Cell 304-290-2885

**Email Address:** bobayersman@yahoo.com