



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

# Request for Quotation

RFQ NUMBER  
**DEFK8160**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**BOGGS ROOFING, INC.**  
 320 West 15th Street  
 P.O. Box 7455  
 HUNTINGTON, WV 25776-7455

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**800 VIRGINIA AVE., W.**  
**HUNTINGTON, WV**  
**25704 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2008				

BID OPENING DATE: **02/28/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		\$129,980.00
<p><i>ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY DOLLARS</i></p> <p><b>ROOF INSTALLATION/REPLACEMENT</b></p> <p><b>DECK REPLACEMENT PER S.F. \$ 6.00 SIX DOLLARS</b></p> <p><b>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE THE ROOF ON THE HUNTINGTON BARBOUR NATIONAL GUARD ARMORY, PER THE SPECIFICATIONS.</b></p> <p><b>MANDATORY ON-SITE PRE-BID: FEBRUARY 12, 2008; 10:30 AM 800 VIRGINIA AVENUE HUNTINGTON, WV 25704</b></p> <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR CABEL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Fred Boggs</i>	TELEPHONE 304-429-4233	DATE 02/25/08
TITLE PRESIDENT	FEIN 55-0703992	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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**800 VIRGINIA AVE., W.**

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**25704**                      **341-6368**

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<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE</p>						

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<p>DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID</p>						

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VENDOR

**BOGGS ROOFING, INC.**  
 320 West 15th Street  
 P.O. Box 7455  
 HUNTINGTON, WV 25776-7455

APPLICANT

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**800 VIRGINIA AVE., W.**

**HUNTINGTON, WV**  
**25704**                      **341-6368**

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<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1     .. 2/13/08     <i>WFB</i></p> <p>NO. 2     ..</p> <p>NO. 3     ..</p> <p>NO. 4     ..</p> <p>NO. 5     ..</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Fred Boggs</i>	TITLE <b>President</b>	FEIN <b>55-0703992</b>	TELEPHONE <b>304-429-4233</b>	DATE <b>2/25/08</b>
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VENDOR

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 320 West 15th Street  
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SUPPLIER

**DIV ENGINEERING & FACILITIES**  
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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....<i>W. Fred Boggs</i>.....<b>W. FRED BOGGS</b>.....SIGNATURE</p> <p>.....<i>BOGGS ROOFING, INC.</i>.....COMPANY</p> <p>.....<i>2/25/08</i>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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TITLE <b>PRESIDENT</b>	FEIN <b>55-0703992</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**BOGGS ROOFING, INC.**  
 320 West 15th Street  
 P.O. Box 7455  
 HUNTINGTON, WV 25776-7455

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**DIV ENGINEERING & FACILITIES**  
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<p>CONTRACTORS NAME: ..... <i>BOGGS ROOFING, INC.</i> .....</p> <p>CONTRACTORS LICENSE NO.: ..... <i>WV 003858</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Fred Boggs</i>	TELEPHONE <i>304-429-4033</i>	DATE <i>2/25/08</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0703992</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT-----		
REQ. NO.:				DEFK8160-----		
BID OPENING DATE:				2/28/2008-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-429-2811-----		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				SHANE ARSHIRE-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Fred Boggs</i>	TITLE <b>PRESIDENT</b>	FEIN <b>55-0703992</b>	TELEPHONE <b>304-429-4233</b>	DATE <b>2/25/08</b>	ADDRESS CHANGES TO BE NOTED ABOVE
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**BARBOUR NATIONAL GUARD  
ARMORY  
800 VIRGINIA AVE.  
HUNTINGTON, WEST VIRGINIA 25704**

**PART 1      GENERAL**

**1.01    DESCRIPTION**

- A.      The Barbour National Guard Armory is located at 800 Va. Ave. in Huntington, West Virginia. Mr. Charlie Mitchell, is the Owner's Representative and may be contacted regarding any questions or for a pre-bid job site inspection, phone 304-561-6337. The on-site contact is Mr. Dan Johnson at 304-523-2531.
- B.      The project consists of installing Carlisle's Sure-Seal Design "A" Fully Adhered Roofing System or **STATE APPROVED EQUAL** as outlined below.
- C.      **Scope of Work:** The roof retrofit will consist of three (3) areas.
1.      Lower and Mid roof areas (everything except Drill Hall). Existing assembly consists of one (1) layer 2.7" Poly Iso Insulation and .060 Ballasted EPDM Membrane over Metal Deck. A complete tear-off of existing roof and Insulation is required. Install two (2) layers of 1.5" Poly Iso Insulation per specifications and one (1) layer of "Q" (tapered ½" to 2 ½") panels along entire lower and mid-roof inside walls and a new .060 **Reinforced Fully Adhered Std. FR EPDM** roof system. Metal and other items will be addressed in section 2.08.
  2.      Upper roof area (Drill Hall). Existing assembly is same as listed above. New installed roof to match lower and mid roof areas with the exception of new "Q" panels.
  3.      No Asbestos is known to exist in the existing roof assembly.
  4.      All roof areas to qualify for Fifteen (15) Year Total Systems Warranty and Puncture Protection Warranty to be in effect for the full 15 year warranty term.

**1.02    EXTENT OF WORK**

- A.      Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a Sure-Seal .060 **Reinforced Std. FR EPDM** membrane Fully Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.

- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer must submit for pre-qualification in writing fourteen (14) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.
- E. **NOTE:** Check Section 208, Other related work for further details.

### 1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
  - 1. Shop drawings showing layout, details of construction and identification of materials.
  - 2. Sample of the manufacturer's Membrane System Warranty.
  - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
  - 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.

### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
  - 1. Store materials, except membrane, between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
  - 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.

- C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

### 1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

### 1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.
  - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

### 1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

### 1.08 PRE-CONSTRUCTION CONFERENCE

- A. Prior to bid submittal, the roofing contractor may schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior to such a meeting. Should access to the roof be necessary before or after the pre-bid meeting, the contractor must contact the owner's representative to coordinate an appropriate time. **Roofing Contractor is responsible for all field measurements and core cuts to verify existing conditions.**
- B. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

## 1.09 TEMPORARY FACILITIES AND CONTROLS

### A. Temporary Utilities:

1. Water, power for construction purposes and lighting are available at the site and will be made available to the roofing contractor.
2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.

### B. Temporary Sanitary Facilities

Sanitary facilities will be available at the job site. The roofing contractor shall be responsible for maintaining the restroom facilities in reasonable manner of cleanliness.

### C. Building Site:

1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
2. The roofing contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

### D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

## 1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.

- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

### 1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

### 1.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

### 1.13 QUALITY ASSURANCE

- A. The EPDM membrane roofing system must achieve a UL Class A and International Building Code (IBC) ratings.
- B. The manufacturer must have a minimum of 20 years experience in the manufacturing of vulcanized thermal set sheeting.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least five (5) roofing applications or several similar systems of equal or greater size within the past three (3) years.

- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

#### 1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's Design "A" Fully Adhered Roofing System or **STATE APPROVED EQUAL** specification, Part II - Application, for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Carlisle or **STATE APPROVED EQUAL** Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weather-tight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.



## 1.15 WARRANTY

A.

Provide manufacturer's Fifteen (15) Year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 MPH measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.

**NOTE:** In addition to the warranty specified above, contractor to furnish Standard Puncture Protection warranty for .060 Reinforced EPDM. This warranty covers 16 Hours of accidental puncture coverage per year during the warranty term.

- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec Incorporated or **STATE APPROVED EQUAL**.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the roofing system manufacturer and covered by the warranty.

### 2.02 MEMBRANE

Furnish 060 Reinforced Std. FR EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections. Sure-Seal .060" thick reinforced membrane is available with pre-applied splice tape and is the required splice system for this project.

### 2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. The first and second layer of insulation shall be mechanically fastened or adhered to the substrate in accordance with the manufacturer's published specifications.

- B. Insulation shall be Sure-Seal Poly Iso as supplied by Carlisle SynTec Incorporated or **STATE APPROVED EQUAL**. Minimum R-value required is R=18 installed in two (2) layers of 1.5". Install new Carlisle Poly Iso "Q" (1/2" - 2 1/2") tapered panels along all interior walls on mid and lower roof areas to promote positive drainage.

#### 2.04 ADHESIVES AND CLEANERS

All products shall be furnished by Carlisle or **STATE APPROVED EQUAL** and specifically formulated for the intended purpose as follows:

- A. Bonding Adhesive: (Sure-Seal 90-8-30A)
- B. Splicing Cement: EP-95 Splicing Cement
- C. Splice Tape and Primer: Sure-Seal SecurTAPE and HP-250 Primer
- D. Cleaning Solvent: Splice Cleaner or Sure-Seal Weathered Membrane Cleaner.
- E. Internal seam sealant: Sure-Seal In-Seam Sealant™ (used with adhesive splices only)
- F. External seam sealant: Sure-Seal Lap Sealant
- G. Sealer: Sure-Seal Pourable Sealer
- H. Insulation adhesive: Sure-Seal FAST Adhesive

#### 2.05 FASTENERS AND PLATES

To be used for mechanical attachment of insulation and to provide additional membrane securement:

- A. **HP Fasteners:** A threaded, black epoxy electro-deposition coated fastener used with steel and wood roof decks.
- B. **Pre-Assembled ASAP Fasteners:** A pre-assembled 3" diameter Plastic Plate and standard phillips head fastener used for insulation attachment into steel or wood decks. Installed using Olympic Fastening Tools.
- C. **InsulFast Fasteners:** A threaded #12 fastener with #3 phillips head used for insulation attachment into steel or wood decks.
- D. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- E. **Insulation Fastening Plates:** A 3 inch diameter FM approved metal plate used for insulation attachment.
- F. **Seam Fastening Plates:** A 2 inch diameter FM approved metal plate used in conjunction with RUSS or with EPDM membrane for membrane securement.

- G. **RUSS (Reinforced Universal Securement Strip):** A 6 or 9 inch wide, 100 foot long strip of Sure-Seal reinforced EPDM membrane.

The **6 inch wide RUSS** shall be utilized horizontally or vertically (in conjunction with Seam Fastening Plates) below the EPDM membrane for additional membrane securement.

The **9 inch wide RUSS** shall be utilized in conjunction with metal edgings to allow the continuation of the EPDM deck membrane as flashing in accordance with Carlisle details.

## 2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A. **Sure-Seal Termination Bar:** a 1 inch wide and .098 inch thick extruded aluminum bar pre-punched 6 inches on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.
- B. Install new wood nailers at **ALL** locations.
- C. **Edge Metal:** Mid and Lower roof areas, fabricate and install new 24 Ga. Kynar Dr. Bronze Galvalume 6" face Gravel Stop. Fabricate and install new 24 Ga. Dr. Bronze Kynar Coping to match existing on Drill Hall roof area. Metal for fabrication to be DMI or equal.

## 2.07 WALKWAYS

Protective surfacing for roof traffic shall be Sure-Seal Pressure Sensitive Walkway Pads (30" x 30" molded black rubber with factory rounded corners) adhered to the EPDM membrane roof.

## 2.08 OTHER MATERIALS

- A. Existing Ballast to be removed from roof and delivered for storage on site at area designated by owner. Owner to notify contractor of exact dump location for ballast on site at Barbour NG Armory location.
- B. Downspouts: Drill Hall only. Install new DMI 24 Ga. Kynar (Dark Bronze) 4" X 5" Downspouts at all existing Outside Wall Downspout locations. Existing Conductor Heads to be reused. Existing conductor heads and downspouts from upper (Drill Hall) roof to mid and lower roof areas are to be reused.
- C. Scuppers: Fabricate and install new .018 Stainless Steel welded Scuppers at all scupper locations.
- D. Drainage: Mid and Lower areas only. Install new ½' to 2 ½" tapered "Q" Panels at all interior walls.
- E. Roof Drains: Install new Carlisle Retro-Fit Drains or **STATE APPROVED EQUAL** at all existing drain locations. New roof drains to be covered under Total Systems Warranty.
- F. During tear-off of existing membrane and insulation, contractor to inspect metal decking to insure structural integrity. Contact owner's representative, Mr. Charlie Mitchell or his on-site

representative, Mr. Dan Johnson before any deck replacement. Quote a Square Foot price for any necessary deck replacement necessary on bid form.

### **PART 3 EXECUTION**

#### **3.01 GENERAL**

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

#### **3.02 INSULATION PLACEMENT**

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners or FAST Adhesive in accordance with the manufacturer's specifications.

#### **3.03 MEMBRANE PLACEMENT AND BONDING**

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
  - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
  - 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

#### **3.05 MEMBRANE SPLICING (Tape Splice) FACTORY APPLIED TAPE ONLY**

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.

- B. Fold the top sheet back and clean the dry splice area (minimum 2-1/2 inches wide) of both membrane sheets with Sure-Seal Primer as required by the membrane manufacturer.
- C. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant.
- G. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

### **3.06 FLASHING**

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

### **3.07 WALKWAYS**

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations where concrete pavers are now located on project.
- B. Adhere PS walkways pads to the EPDM membrane in accordance with the manufacturer's specifications.

### **3.08 DAILY SEAL**

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Sure-Seal Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

### **3.09 CLEAN UP**

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: BOGGS ROOFING, INC.

Authorized Signature: [Signature] / W. Fred Boggs Date: 2/25/08



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

# Request for Quotation

RFQ NUMBER  
**DEFK8160**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

**RFQ COPY**  
**BOGGS ROOFING**  
**PO BOX 7455**  
**HUNTINGTON WV 25776**

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**800 VIRGINIA AVE., W.**  
**HUNTINGTON, WV**  
**25704 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/13/2008				

BID OPENING DATE: **02/28/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM #01</b>		
				<b>THIS ADDENDUM IS ISSUED TO MODIFY THE REQUIREMENTS OF THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, PER THE ATTACHED.</b>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>910-66</b>		
				<b>ROOF INSTALLATION/REPLACEMENT</b>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Fred Boggs</i>	TITLE <b>PRESIDENT</b>	FEIN <b>55-0703992</b>	TELEPHONE <b>304-429-4233</b>	DATE <b>2/25/08</b>
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ADDRESS CHANGES TO BE NOTED ABOVE

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

## DEFK8160 - ADDENDUM #1

1. Payment Schedule:  
Payment #1, shall be 50% upon verification that all materials are on job site, payment #2 shall be 40% at completion of work and payment #3 shall be 10% upon receipt of manufacturer's warranty and complete acceptance.
2. Include replacing up to 100 lineal feet of nailers in the base bid and quote price per lineal foot for any additional nailers requiring replacement. Additional \$ 5.10 L.F.
3. Replace all downspouts and Conductor Heads.
4. Conductor Heads, Downspouts and Edge Metal are to be 24 Ga. Kynar (Dark Bronze) with a 20 Year Finish Warranty.
5. All copper removed during tear off will remain on site.
6. Bid Alternate #1 use existing insulation and add 1" layer of Poly Iso. Quote cost per square foot to replace damaged insulation as needed.

\$ 3.25 S.F.



**SIGN IN SHEET**

**Request for Proposal No. DEFK 8160**

PLEASE PRINT

Date: 12 Feb 2008

DEFK 8160

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WVARG DEF</u>	<u>1707 Coonskin Drive</u>	PHONE <u>(304) 561-6550</u>
Rep: <u>Jonathan Neal</u>	<u>Charleston, WV</u>	TOLL FREE
Email Address:		FAX
Company: <u>WVARG DEF</u>	<u>1707 Coonskin Drive</u>	PHONE <u>(304) 561-6337</u>
Rep: <u>Charlie Mitchell</u>	<u>Charleston, WV</u>	TOLL FREE
Email Address:		FAX
Company: <u>BEGGS ROOFING</u>	<u>Po Box 7455 HUNTINGTON, WV 25776</u>	PHONE <u>304-429-4233</u>
Rep: <u>Shane Abshire</u>		TOLL FREE
Email Address: <u>shane@beggroofing.com</u>		FAX <u>304-429-2811</u>
Company: <u>HARRIS BROS - ROOFING</u>	<u>1518 Hamstead St.</u>	PHONE <u>304-343-5566</u>
Rep: <u>Jay Holcomb</u>	<u>Char, WV 25311</u>	TOLL FREE
Email Address: <u>jayhol@verizon.net</u>		FAX <u>304-343-5568</u>
Company: <u>THE BRI-DEN Co., Inc.</u>	<u>459 29TH ST ASHLAND, KY</u>	PHONE <u>606 325 8639</u>
Rep: <u>BRIAN R MORRISON</u>		TOLL FREE
Email Address: <u>BRI-DEN@HOTMAIL.COM</u>		FAX <u>606 329 8814</u>

**SIGN IN SHEET**

Request for Proposal No. DEFK 8160

PLEASE PRINT

Date: 12 Feb 08

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>KAL KAERTLE HOOF, INC SHEET METAL</u>	<u>41-407K STREET</u>	PHONE <u>304 232-8540</u>
Rep: <u>Stan Gorceyca</u>	<u>Wheeling WV</u>	TOLL FREE
Email Address: <u>StanG@KKA.NET</u>		FAX <u>304-233-5305</u>
Company: <u>FAIRFAX, INC</u>	<u>P.O. Box 400</u>	PHONE <u>740 867-2727</u>
Rep: <u>DOAK RUSSELL</u>	<u>CHESAPEAKE, VA 45619-0400</u>	TOLL FREE
Email Address: <u>FAIRFAX@AOL.COM</u>		FAX <u>740 867-2727</u>
Company: <u>TRI-STATE ROOFING &amp; SHEET METAL</u>	<u>PO Box 1231</u>	PHONE <u>304-755-8135</u>
Rep: <u>BRIAN LINVILLE</u>	<u>CHARLESTON, WV 25324</u>	TOLL FREE
Email Address: <u>blinville@tri-stateservice.com</u>		FAX <u>304-755-5275</u>
Company: <u>Singer Sheet Metal Company</u>	<u>510-East Street</u>	PHONE <u>304 422-5495</u>
Rep: <u>Lenny Barker</u>	<u>Parkersburg WV 26101</u>	TOLL FREE
Email Address: <u>Singerlenny@CassinterNet.net</u>		FAX <u>304-424-6026</u>
Company: <u>Par Roofing Inc</u>	<u>543-Washington Ave</u>	PHONE <u>307-525-9710</u>
Rep: <u>Roger Johnson</u>	<u>Hght, Wv</u>	TOLL FREE
Email Address: <u>PAR@RV.COM</u>		FAX <u>304-525-9760</u>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Boggs Roofing, Inc.  
of PO Box 7455, Huntington, WV 25776, as Principal, and Western Surety Company  
of U.S. Steel Tower, 600 Grant Street, Suite 500, Pittsburgh, PA a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 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 DEFK8160, National Guard Armory in Huntington WV, according to plans and specifications.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 12th day of February, 2008.

Principal Corporate Seal

Boggs Roofing, Inc.  
(Name of Principal)  
By [Signature]  
W. Fred Boggs (Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)  
[Signature]  
Beverly A. Holstine Attorney-in-Fact

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Ross E. Johnson, Patricia C Baire, Beverly A Holstine, Kathryn K Arthur, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2006.

WESTERN SURETY COMPANY

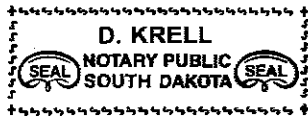


*Paul T. Bruflat*  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of October, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY 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 pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of February 2008.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.