



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
 DNR209074

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR

J.M. Steorts & Association
 Mike Steorts
 206 Chase Drive
 Hurricane, WV 25526

SHIP TO

DIVISION OF NATURAL RESOURCES
 CACAPON RESORT STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 304
 BERKELEY SPRINGS, WV
 25411 258-1022

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/26/2009				

BID OPENING DATE: 02/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED VENDOR SIGN IN SHEET, VENDOR QUESTIONS AND AGENCY RESPONSES RESULTING FROM THE MANDATORY PRE-BID CONFERENCE HELD O JANUARY 14, 2009, AND THE WV DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT.						
THE BID SHOULD CONTAIN THE FOLLIWING INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 44						
RFQ. NO.: DNR209074						
BID OPENING DATE: 02/10/09						
BID OPENING TIME: 1:30 PM						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR209074 ***** TOTAL:						<u>\$96,250.-</u>

RECEIVED
 2009 FEB 10 PM 1:15
 WV PURCHASING
 DIVISION

SIGNATURE			TELEPHONE		DATE
TITLE		FEIN	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Cacapon State Park
Lodge Roof Replacement
RFQ: DNR 209074
Pre-Bid Meeting Summary

1. Pre-Bid Conference for the Cacapon Lodge Roof Replacement was held at the Cacapon State Park Lodge on January 14, 2009. Those in attendance are listed on the sign in sheet. The meeting started at the scheduled time of 1:30 p.m. with Deborah Demyan of the WVDNR leading the discussion.
2. Mrs. Demyan discussed the requirements per West Virginia Purchasing contained within the bid documents. Technical questions are to be submitted to state purchasing by January 20, 2009;
3. Contractors asked is the new gutter is to match the existing custom gutter on the lodge. I responded that it will be a standardized seamless gutter as specified in the specifications.
4. Contractors asked if the fascia on the dormers are to be painted. I responded that the fascia on the dormers will not be painted, only the fascia on the lodge eaves and gable ends will be painted as specified in the specifications.
5. The meeting was concluded with a visit to site.

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WV PURCHASING
DIVISION

Jms



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

STATE OF WEST VIRGINIA,

COUNTY OF POTNAM, TO-WIT:

I, JASON STEORTS, after being first duly sworn, depose and state as follows:

- 1. I am an employee of J.M. STEORTS & ASSOCIATES; and,
(Company Name)
- 2. I do hereby attest that J.M. STEORTS & ASSOCIATES
(Company Name)

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

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

J.M. STEORTS & ASSOCIATES
(Company Name)

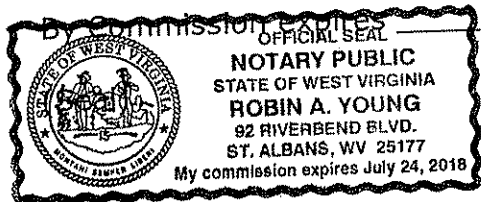
By: [Signature]

Title: OWNER

Date: 2-6-09

Taken, subscribed and sworn to before me this 6 day of February 2009

July 24, 2018



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID SCHEDULE

**PROJECT: CACAPON STATE PARK
LODGE ROOF REPLACEMENT
MORGAN COUNTY, WEST VIRGINIA**

Name and Address of Bidder: J. M. STEFETS & ASSOCIATES, LLC
206 CHASE DR.
HURRICANE, WV 25526

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Furnish all labor, materials, equipment and other necessary services for the removal and replacement of approximately 24,200 square feet asphalt shingles, including 100% ice shield water proofing, scraping & painting all fascia (park will provide paint), drip edge, valley metal, chimney flashing,, 6" aluminum gutter, 4" corrugated down spouts and flashing all penetrations on the lodge building at Cacapon State Park, per lump sum	1	L.S.		

TOTAL BASE BID \$ 96,250.-

NINETY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS
written amount, total base bid

Any item not included as a separate bid item shall be included in the lump sum or unit bid price for each individual item. In the event of a difference in written amount and the number amount, the written amount shall prevail.

CACAPON LODGE ROOF REPLACEMENT
CACAPON STATE PARK
Morgan County (Berkeley Springs), West Virginia

BID OR PROPOSAL
Page 1

Name of Bidder:

J.M. STEORTS & ASSOCIATES, LLC

Address of Bidder:

206 CHASE DR.
HURRICANE, WV 25526

Phone Number of Bidder:

304-760-6020

WV Contractors License No.

WV043449

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

\$96,250.-

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

NINETY SIX THOUSAND TWO HUNDRED FIFTY
DOLLARS

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV043449

Classification:

GENERAL BUILDING

J M STEORTS & ASSOCIATES
DBA J M STEORTS & ASSOCIATES
13 CHASE DRIVE
HURRICANE, WV 25526

Date Issued

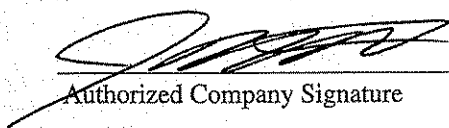
Expiration Date

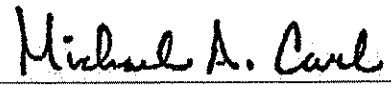
JANUARY 02, 2009

JANUARY 02, 2010



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**


Authorized Company Signature


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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J. M. Steorts & Associates, LLC
of Hurricane, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of _____
MD with its principal office in the City of Timonium, 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
Replace Existing Roof at the Cacapon State Park Lodge located in Morgan County, WV - According to Plans and
Specifications

NOW THEREFORE,

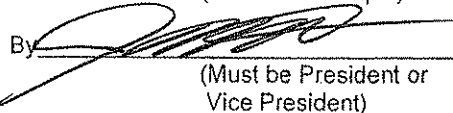
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
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
10th day of February, 2009.

Principal Corporate Seal

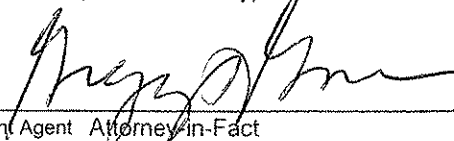
J. M. Steorts & Associates, LLC
(Name of Principal)

By: 
(Must be President or Vice President)

Jason M. Steorts Managing Member
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

By: 
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively; the "Companies"), do by these presents make, constitute and appoint: Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals

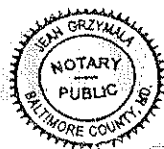


By: [Signature] Peter W. Carman, Vice President

State of Maryland County of Baltimore SS:

On this 4th day of December, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature [Signature] My commission expires the 15th day of December, 2012

I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 10th day of January, 2009. [Signature] Carol T. Nevin, Assistant Secretary

