



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
 10110034

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 33
 304-558-2402

***709040127 304-327-5314**
FRYE ROOFING INC
2000 PRINCETON AVENUE

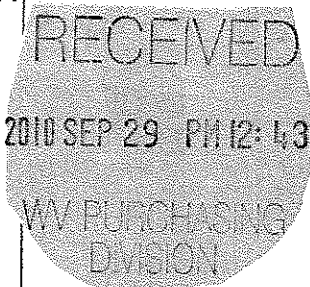
BLUEFIELD WV 24701-3233

DIVISION OF HIGHWAYS
DISTRICT TEN

270 HARDWOOD LANE
PRINCETON, WV
24740 304-487-5243

DATE PRINTED 08/17/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/15/2010 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		570-03		\$ 89,782.00
REPAIR METAL ROOF AND GUTTERS TO FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO REPAIR THE METAL ROOF AND GUTTERS ON (4) FOUR DIVISION OF HIGHWAYS BUILDINGS LOCATED AT 270 HARDWOOD LANE, PRINCETON, WV FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. COST PER SQUARE FOOT FOR REPLACEMENT OF ANY DAMAGED DECKING. \$.7:90... MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON THURSDAY 09/02 AT 270 HARDWOOD LANE IN PRINCETON, WV 24740. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J.C. Johnson* TELEPHONE: **304-327-5314** DATE: **9/17/10**

TITLE: **PRES.** FEIN: **55-0385426** ADDRESS CHANGES TO BE NOTED ABOVE

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

1111

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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*709040127 304-327-5314
 FRYE ROOFING INC
 2000 PRINCETON AVENUE
 BLUEFIELD WV 24701-3233

DIVISION OF HIGHWAYS
 DISTRICT TEN
 270 HARDWOOD LANE
 PRINCETON, WV 24740 304-487-5243

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2010				

BID OPENING DATE: 09/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON FRIDAY 08/27/2010.</p> <p>SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST., E., CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THERE QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JCF Johnson</i>	TELEPHONE 304-327-5314	DATE 9/27/10
TITLE PRES	FEIN 55-0385424	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 270 HARDWOOD LANE
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DATE PRINTED 08/17/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 09/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CLE ID, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 45 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MERCER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.C. Demsey</i>	TELEPHONE 304-327-5314	DATE 8/27/10
TITLE PRES.	FEIN 55-0325426	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration
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 *709040127 304-327-5314
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08/17/2010				

BID OPENING DATE: **09/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET.,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.C. Robinson</i>	TELEPHONE 304-327-5314	DATE 9/22/10
TITLE PRES.	FEIN 65-0385424	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
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VENDOR

*709040127 304-327-5314
 FRYE ROOFING INC
 2000 PRINCETON AVENUE

 BLUEFIELD WV 24701-3233

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT TEN

 270 HARDWOOD LANE
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 24740 304-487-5243

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2010				

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<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>JC Robinson</i>	TELEPHONE 304-327-5314	DATE 9/12/10
TITLE PRES.	FEIN 55-038542	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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 *709040127 304-327-5314
FRYE ROOFING INC
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270 HARDWOOD LANE
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24740 304-487-5243

DATE PRINTED 08/17/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/15/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		<i>MD</i>		<i>JCR</i>		
NO. 2		<i>MD</i>		<i>JCR</i>		
NO. 3		<i>MD</i>		<i>JCR</i>		
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
<i>JCR Robinson</i>					SIGNATURE	
<i>FRYE ROOFING, INC</i>					COMPANY	
<i>9/27/10</i>					DATE	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>JCR Robinson</i>	TELEPHONE 304-327-5314	DATE 9/27/10	
TITLE PLBS	FEIN 55-038546	ADDRESS CHANGES TO BE NOTED ABOVE	

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REV. 11/96						
CONTRACTORS LICENSE 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. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: <i>Frye Roofing, Inc.</i> CONTRACTORS LICENSE NO.: <i>WV001003</i> THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>J.C. R...</i>	TELEPHONE 304-327-5314	DATE 9/27/10	
TITLE <i>PRES.</i>	FEIN 55-0385426	ADDRESS CHANGES TO BE NOTED ABOVE	

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AUCTION

*709040127 304-327-5314
FRYE ROOFING INC
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SHIP TO

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-325-3700</i></p> <hr/> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Marcel Albert</i></p> <hr/> <p>***** THIS IS THE END OF RFQ 10110034 ***** TOTAL: \$ <u>89,782.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.P. [Signature]</i>	TELEPHONE 304-327-5314	DATE 9/27/10
TITLE PROS.	FEIN 55-0385426	ADDRESS CHANGES TO BE NOTED ABOVE

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

~~A MANDATORY PRE – BID CONFERENCE WILL BE HELD AT THE JOB SITE LOCATED AT THE DIVISION OF HIGHWAYS DISTRICT TEN HEADQUARTERS, 270 HARDWOOD LANE, PRINCETON, WV. EXIT NUMBER 14 OFF I-77. See Page 1~~

~~REPAIR WORK TO BE PERFORMED BUT NOT LIMITED TO IS AS FOLLOWS:~~

- ~~1. Clean and prime areas where new snow guards are to be installed.~~
- ~~2. Provide and install approximately 1,800 new snow guards.~~
- ~~3. Remove and dispose approximately 840 lineal feet of existing damaged gutters~~
- ~~4. Fabricate and install approximately 840 lineal feet of new 24 guage metal gutters to match the existing gutters~~
- ~~5. Replace all damaged downspouts~~
- ~~6. Replace approximately 80 lineal feet of rake metal to match existing metal.~~
- ~~7. Clean and remove all dirt and debris for approximately 900 lineal feet of gutter~~
- ~~8. Reseal the gutter joints, drops and miters as needed.~~
- ~~9. Clean up and remove all debris generated during repair.~~

~~CONTACT SAM GARDNER, BUILDINGS AND GROUNDS SUPERVISOR, BEFORE BEGINNING THE PROJECT AT 304-320-1527 and/or John Carter at 304-487-5243.~~

Bid Schedule

Lump Sum Total

Grand Total \$ _____

1. Cost per linear feet for installing new snow guards \$ _____

2. Cost per linear feet for removing and disposal of existing damaged gutter

\$ _____

3. Cost per linear feet to fabricate and install new 24 gauge metal gutter to match existing gutter.

\$ _____

4. Cost per linear feet to replace rake metal to match existing metal.

\$ _____

Agency _____
REQ. P. O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, as Principal, and _____
of _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

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.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

(Q) (Name of Principal)

By (S) (Must be President or Vice President)

(T) Title

(V) (Name of Surety)

(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



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
10110034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 304-558-2402

VENDOR

*709040127 304-327-5314
 FRYE ROOFING INC
 2000 PRINCETON AVENUE
 BLUEFIELD WV 24701-3233

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT TEN
 270 HARDWOOD LANE
 PRINCETON, WV
 24740 304-487-5243

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: 09/15/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM ISSUED TO CLARIFY THAT A MANDATORY PRE-BID CONFERENCE SHALL BE HELD 09/02/10 AT 10:00 A.M. AT 270 HARDWOOD LANE, PRINCETON, WV 24740.						
BID OPENING DATE AND TIME REMAINS 09/15/10 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	LS		570-03		
				REPAIR METAL ROOF AND GUTTERS		
***** THIS IS THE END OF RFQ 10110034 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>JCA [Signature]</i>	TELEPHONE 304-327-5314	DATE 9/27/10
TITLE PRES	FEIN 55-0385426	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
10110034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR	*709040127 304-327-5314
	FRYE ROOFING INC
	2000 PRINCETON AVENUE
	BLUEFIELD WV 24701-3233

SHIP TO	DIVISION OF HIGHWAYS DISTRICT TEN
	270 HARDWOOD LANE PRINCETON, WV 24740
	304-487-5243

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/14/2010				

BID OPENING DATE: **09/29/2010** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS						
DELETE: PAGES 11 & 12 OF THE REQUEST FOR QUOTATION IN ITS ENTIRETY.						
ADD: ATTACHED REVISED SPECIFICATIONS, BID SCHEDULE DRAWINGS AND SIGN IN SHEET.						
BID OPENING DATE AND TIME CHANGED						
FROM: 09/15/10 @ 1:30 P.M.						
TO: 09/29/10 @ 1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS		570-03		
REPAIR METAL ROOF AND GUTTERS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>JC Robinson</i>	304-327-5314	9/27/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRES	53-0385426	

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

MATERIAL AND REPAIR WORK TO BE PERFORMED AS FOLLOWS:
ADMINISTRATION BUILDING

491 L.F., Guttering
775 L.F., Snow Retention System (Snow Guards)
4 EA., 8' Sections Downspouts
1 EA., 9' Sections Downspouts

1. Install Snow Guards on all Dormers and Cupola per the attached roof plan drawing
2. Snow Retention System to be installed on roofline above stairwells. Leave existing gutter per the attached roof plan drawing
3. Replace and paint all guttering except over stairwells per the attached roof plan drawing.
4. Snow Guard to be installed on roof area above all guttering and as noted above.

EQUIPMENT DIVISION BUILDING

68 L.F., Guttering
513 L.F., Snow Retention System (Snow Guards)

5. Replace and paint 68 feet of guttering per the attached roof plan drawing.
6. Install 513 feet of Snow Guards per the attached roof plan drawing.

B&G, SIGN SHOP, BRIDGE AND STOREROOM BUILDING

52 L.F., Guttering
495'-4" Snow Retention System (Snow Guards)

7. Replace and paint 52 feet of guttering per the attached roof plan drawing
8. Install 465'-4" of Snow Guards per the attached roof plan drawing
9. Install 30 feet of Snow Guards to canopies, 6 each at 5 feet.

LAB BUILDING

281 L.F., Guttering

281 L.F., Snow Retention System (Snow Guards)

10. Replace and paint 281 feet of guttering per the attached roof plan drawing

11. Install 281 feet of Snow Guards per the attached roof plan drawing

ADDITIONAL CONDITIONS AND WORK TO BE COMPLETED

12. Gutter Joints to be sealed by installing 6 inch EDPM Rubber or equal at each gutter joint. NOTE At least one joint pulled loose at the rivet needs repaired.

13. All downspouts need to be checked for old snow guards and removed as needed.

14. All guttering is to be cleaned of all dirt and debris.

15. Color of Snow Retention System, gutters and downspouts to be chosen by the Division of Highways.

16. Product Literature should be included

17. Clean up and remove all debris generated during the project with the exception of any material removed from the buildings the DOH wants to retain.

CONTACT SAM GARDNER, BUILDINGS AND GROUNDS SUPERVISOR, BEFORE BEGINNING THE PROJECT AT 304-320-1527 and/or John Carter at 304-487-5243.

BID SCHEDULE

MATERIAL

Item No.	Quantity	Description	Unit Price	Amount
1.	2,064'-4"	Snow Retention System ColorGard S-5 or Equal	_____	_____
2.	892	L.F., Gutter Replacement 24 Gauge Metal	_____	_____
3.	41	L.F., Downspout Replacement	_____	_____
4.	72	L.F., Fascia Replacement 3 ea. 24' sections	_____	_____

TOTAL \$ _____

SIGN IN SHEET

RFQ # 10110034

Date: 09/02/10

Firm & Representative Name:

Mailing Address:

Phone, Fax, & E-Mail:

1. IMPROVEMENTS UNLIMITED
STEVEN DORMAN

9123 IMPROVEMENTS
PRINCETON, WV

P 304-487-1266
F 304-487-2176

E-mail imllc@yahoo.com

2. TRI-STATE Roofing and Sheetmetal
Rock Shaffer

Box 1231
Charleston WV

P 304-755-8135
F 304-755-5275

E-mail RShaffer@TRI-state-service.com

3. Pearl Gate Construction
Craig Brown

7 Anchors Way
Winfield, WV

P 304-539-8999
F 304-755-4885

E-mail _____

4. EUGENE TUCKWILLER

WVDOH D-10
PRINCETON WV

P 304-887-2325
F _____

E-mail _____

5. Frye Roofing inc.
Marcel Alberk

2000 Princeton Ave
Bluefield, WV

P 304-327-5314
F 304-325-3700

E-mail Marcel@fryeroofing.com

Please print or write legibly!

Your fax # is essential to contact you timely!

SIGN IN SHEET

RFQ # _____

Date: _____

- | Firm & Representative Name: | Mailing Address: | Phone, Fax, & E-Mail: |
|--|--|--|
| 1. <u>Dillon Construction</u>
<u>Curtiss Dillon</u> | <u>452 Lockwood Rd</u>
<u>Rock WV 24747</u> | P <u>304-887-3029</u>
F <u>304-425-3825</u>
E-mail <u>Curtiss.Dillon@Yahoo.Com</u> |
| 2. <u>HARRIS BROS ROOFING CO.</u> | <u>1523 HUNTSFORD ST</u>
<u>CHARLESTON WV 25311</u> | P <u>304-343-5566</u>
F <u>304-343-5568</u>
E-mail _____ |
| 3. <u>Angela D. Roske</u> | <u>WV DOH D-10</u>
<u>270 Hardwood Lane</u>
<u>Princeton, WV 24740</u> | P <u>304-487-5258</u>
F <u>304-487-5222</u>
E-mail <u>angela.d.roske@wv.gov</u> |
| 4. <u>Rick G. Braun</u> | <u>WV DOH D-10</u>
<u>270 Hardwood Lane</u>
<u>Princeton, WV 24740</u> | P <u>304-888-5017</u>
F <u>304-487-9718</u>
E-mail <u>Rick.G.Braun@wv.gov</u> |
| 5. <u>Samuel H. Gardner</u> | <u>WV DOH DOH D-10</u> | P <u>304 320-1527</u>
F <u>304 487-5245</u>
E-mail <u>Sam.H.Gardner@WV.gov</u> |

Please print or write legibly!

Your fax # is essential to contact you timely!



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

WV PURCHASING ACT SECT 5 Fax 304-558-4115

Sep 22 2010 01:52pm P001/005

Request for
Quotation

RFQ NUMBER 10110034	PAGE 1
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ADDRESS CORRESPONDENCE TO ATTENTION OF BUYER 33 304-558-2402
--

ROOFING

*709040127 304-327-5314
 FRYE ROOFING INC
 2000 PRINCETON AVENUE
 BLUEFIELD WV 24701-3233

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT TEN
 270 HARDWOOD LANE
 PRINCETON, WV
 24740 304-487-5243

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/22/2010				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					01:30PM		

ADDENDUM NO. 3

CHANGES TO THE SPECIFICATIONS

DELETE: PAGES 2, 3 AND 4 IN ITS ENTIRETY
 ON ADDENDUM NO. 2.

ADD: THE ATTACHED REVISED SPECIFICATIONS AND
 BID SCHEDULE.

BID OPENING DATE AND TIME REMAINS 09/29/10 @ 1:30 P.M.

NO OTHER CHANGES.

0001 LS 570-03
 1
 REPAIR METAL ROOF AND GUTTERS

***** THIS IS THE END OF RFQ 10110034 ***** TOTAL:

\$89,782.00

SIGNATURE <i>JCA dunn</i>			TELEPHONE 304-327-5314		DATE 9/27/10
TITLE PRES.	FEIN 55-0385426	ADDRESS CHANGES TO BE NOTED ABOVE			

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

**MATERIAL AND REPAIR WORK TO BE PERFORMED AS FOLLOWS:
ADMINISTRATION BUILDING**

491 L.F., Guttering
775 L.F., Snow Retention System (Snow Guards)
4 EA., 8' Sections Downspouts
1 EA., 9' Sections Downspouts

1. Install Snow Guards on all Dormers and Cupola per the attached roof plan drawing
2. Snow Retention System to be installed on roofline above stairwells. Leave existing gutter per the attached roof plan drawing
3. Replace and paint all guttering except over stairwells per the attached roof plan drawing.
4. Snow Guard to be installed on roof area above all guttering and as noted above.

EQUIPMENT DIVISION BUILDING

68 L.F., Guttering
513 L.F., Snow Retention System (Snow Guards)

5. Replace and paint 68 feet of guttering per the attached roof plan drawing.
6. Install 513 feet of Snow Guards per the attached roof plan drawing.

B&G, SIGN SHOP, BRIDGE AND STOREROOM BUILDING

52 L.F., Guttering
495'-4" Snow Retention System (Snow Guards)

7. Replace and paint 52 feet of guttering per the attached roof plan drawing
8. Install 465'-4" of Snow Guards per the attached roof plan drawing
9. Install 30 feet of Snow Guards to canopies, 6 each at 5 feet.

LAB BUILDING

281 L.F., Guttering
281 L.F., Snow Retention System (Snow Guards)

10. Replace and paint 281 feet of guttering per the attached roof plan drawing
11. Install 281 feet of Snow Guards per the attached roof plan drawing

ADDITIONAL CONDITIONS

12. Color of Snow Retention System, gutters and downspouts to be chosen by the Division of Highways.
13. Product Literature should be included

CONTACT SAM GARDNER, BUILDINGS AND GROUNDS SUPERVISOR, BEFORE BEGINNING THE PROJECT AT 304-320-1527 and/or John Carter at 304-487-5243.

BID SCHEDULE

Item No.	Quantity	Description	Unit Price	Amount
1.	2,064'-4"	Snow Retention System ColorGard S-5 or Equal	<u>26.13^{4F}</u>	<u>54,889.00</u>
2.	892	L.F., Gutter Replacement 24 Gauge Metal	<u>23.77^{4F}</u>	<u>21,200.00</u>
3.	41	L.F., Downspout Replacement	<u>40.70^{4F}</u>	<u>1,669.00</u>
4.	72	L.F., Fascia Replacement 3 ea. 24' sections	<u>19.75^{4F}</u>	<u>1,422.00</u>
5.	62	EA., Gutter Joints sealed by 6" EDPM Rubber or equal at at each joint. NOTE : One joint pulled at the rivet needs repaired	<u>67.00^{EA}</u>	<u>6,100.00</u>
6.	54	EA., downspouts need checked for snow guards and removed as needed	<u>included</u>	<u>included</u>
7.	1	L. S. All guttering to be cleaned of all dirt and debris	<u>4.95^{4F}</u>	<u>4,500.00</u>

8.

1

L.S., Clean up and remove all debris generated during the project with the exception of any material removed from the buildings the DOH wants to retain.

included

included

TOTAL

89,782.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Frye Roofing, Inc.
of Bluefield, West Virginia, as Principal, and Companion Property and
Company of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of South
Carolina with its principal office in the City of Atlanta, GA as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five thousand sixty and (\$ 5,060.00) 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
Division of Highways, District Ten, 270 Hardwood Lane, Princeton, WV, Repair of
Metal Roof and Gutters

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
29th day of September, 2010.

Principal Corporate Seal

Frye Roofing, Inc.
(Name of Principal)
By JCP
(Must be President or Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Companion
Property and Casualty Insurance Company
(Name of Surety)

Andrew C. Heaner
Attorney-in-Fact
Andrew C. Heaner

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.

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)

51 Clemson Road

Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Katherine S. Grimsley of Tampa, Florida; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 19th day of May, 2008.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 25th day of January, 2010.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By:

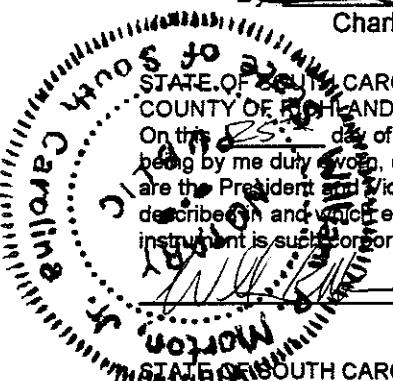

Charles M. Potok, President


Curtis C. Stewart, Senior Vice President & CFO

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

On this 25th day of JANUARY, 2010, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.


Notary Public, State of SC, qualified in Richland County

Commission Expires: 5/25/2015

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 29th day of September, 2010


William R. Merton, Jr.

Curtis C. Stewart, Vice President & CFO

Notary Public: State of South Carolina
Number 25736 My Commission Expires: May 25, 2015

Companion Property & Casualty Insurance Company

NAIC Company Code: 12157
NAIC Group Code: 661

Statutory Financial Statement
As of December 31, 2008


<u>Assets</u>		<u>Liabilities</u>
Bonds:	\$ 232,645,846	Reserved for:
Stocks:	\$ 43,475,267	a) Losses & LAE:
Cash & Short-term investments:	\$ 110,335,521	\$ 179,060,761
Agent's Balances or Uncollected Reinsured Companies:	\$ 25,906,743	b) Unearned Premiums:
Deferred Premiums & Commissions not yet due:	\$ 31,524,788	\$ 65,826,408
Funds Held by, Due From with Reinsured Companies:	\$ 1,370,993	c) Expenses, Tax, Licenses & Fees:
Other Assets:	\$ 14,862,431	\$ 18,274,287
Other Invested Assets: \$	0	Reinsurance Payables:
Notes Received: \$	1,819,378	\$ 6,383,943
Investment Income Due & Accrued: \$	8,106,693	Payables to Parents, Subsidiaries, & Affiliates:
Net Deferred Tax Asset: \$	4,981,510	\$ 20,137,470
Guaranty Funds Receivable or Deposit: \$	76,777	Advanced Premiums:
Electronic Data Processing Equipment: \$	15,596,561	\$ 927,811
Receivables from Parent, Subsidiaries: \$	14,866,541	Other Liabilities:
Aggregate Write-ins for Other than Invested Assets: \$	\$	\$ 36,471,768
		Total Liabilities:
		\$ 327,082,448
		<u>Policyholder Surplus</u>
		Capital Stock:
		\$ 4,200,000
		Gross Paid-in & Contributed Surplus:
		\$ 109,369,422
		Unassigned Funds:
		\$ 65,917,178
		Total Policyholder Surplus
		\$ 179,486,600
Total Admitted Assets:	\$ 506,569,049	Total Liabilities & Policyholder Surplus:
		\$ 506,569,048

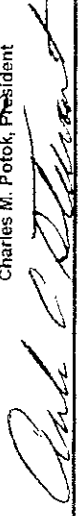
Notes: Bonds & Stocks are valued in accordance with the basis adopted by the NAIC.

Certification: The Officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all herindescribed assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended and have been completed in accordance with the NAIC Annual Statement instructions and Accounting Practices and Procedures Manual except that: 1) State Law may differ; or 2) that State rules or regulations require differences in reporting not related to accounting practices and procedures according to the best of their information, knowledge and belief, respectively.

Notarized:

State of South Carolina, County of Richland
I, Charles M. Potok, Clerk of Court, do hereby certify that the within and foregoing is a true and correct copy of the original as filed in my office on 12/31/08. My Commission expires 11/11/11.



 Charles M. Potok, President


 Curtis C. Stewart, VP & CFO

COPY

Agency Div. of Highways
REQ. P.O# 10110034
Bond # 25736

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Frye Roofing, Inc.
of Bluefield, West Virginia, as Principal, and Companion Property and
Company of Reynoldsburg, Ohio, a corporation organized and existing under the laws of the State of South
Carolina with its principal office in the City of Atlanta, GA as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Thousand Sixty and (\$ 5,060.00) for the payment of which,
No/100 Dollars 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
Division of Highways, District Ten, 270 Hardwood Lane, Princeton, WV, Repair of
Metal Roof and Gutters

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
29th day of September, 20 10.

Principal Corporate Seal


Frye Roofing, Inc.
(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

Companion
Property and Casualty Insurance Company
(Name of Surety)



Attorney-in-Fact
Andrew C. Heaner

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.

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

COPY

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Katherine S. Grimsley of Tampa, Florida; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million dollars)**.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 19th day of May, 2008.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

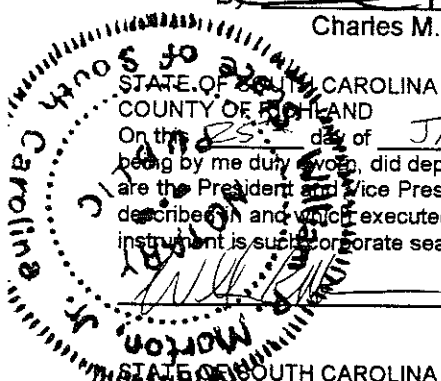
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 25th day of January, 2010.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: 
Charles M. Potok, President


Curtis C. Stewart, Senior Vice President & CFO



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
On this 25 day of JANUARY, 2010, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.


Notary Public, State of SC, qualified in Richland County Commission Expires: 5/25/2015

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 29th day of September, 2010


Curtis C. Stewart, Vice President & CFO

William R. Merton, Jr.
Notary Public: State of South Carolina
My Commission Expires: May 25, 2015



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

STATE OF WV

COUNTY OF MERCER, TO-WIT:

I, JC. ROBINSON III, after being first duly sworn, depose and state as follows:

- 1. I am an employee of FRYE ROOFING, INC.; and,
(Company Name)
- 2. I do hereby attest that FRYE ROOFING, INC.
(Company Name)

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

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

FRYE ROOFING, INC.
(Company Name)

By: JC. Robinson III

Title: PRESIDENT

Date: 9/27/10

Taken, subscribed and sworn to before me this 27 day of September, 2010

By Commission Expires 11/7/2017

(Seal)



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Douglas A. Sarver II
Frye Roofing, Inc.
2000 Princeton Ave
Bluefield, WV 24701
My Commission Expires Nov. 7, 2017

DAS
(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.

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: FRYE ROOFING, INC.

Authorized Signature: JC Robinson Date: 9/27/10

State of WV

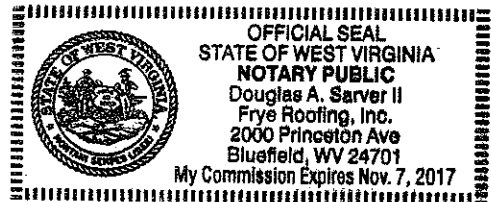
County of MERCER, to-wit:

Taken, subscribed, and sworn to before me this 27 day of September, 2010.

My Commission expires 11/7, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical tools employed.

3. The third part of the document presents the results of the study, showing the trends and patterns observed in the data. It includes several tables and graphs to illustrate the findings.

4. The final part of the document discusses the implications of the results and provides recommendations for future research. It also includes a conclusion and a list of references.