



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
 HHR11065

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

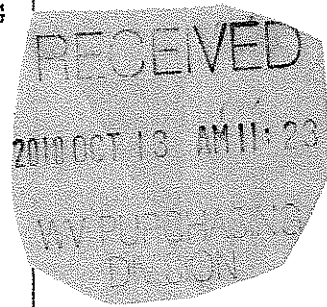
*709045810 304-755-8135
 TRI STATE ROOFING & SHEET META
 PO BOX 1231
 CHARLESTON WV 25324

SHIP TO
 HEALTH AND HUMAN RESOURCES
 OPERATIONS/DHHR PURCHASING
 VARIOUS LOCALES AS INDICATED

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

BID OPENING DATE: 10/12/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		770-93		\$147,659.00
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR SEPTEMBER 21, 2010 AT 10:00 AM IN THE CONFERENCE ROOM AT THE CHIEF MEDICAL EXAMINER'S OFFICE LOCATED AT 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p>						
<p>TO PROVIDE A NEW MEMBRANE ROOF PER THE ATTACHED SPEC REQUEST FOR QUOTATION</p> <p>TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO REMOVING THE EXISTING ROOF AND REPLACING IT WITH A NEW MEMBRANE ROOF AS PER THE ATTACHED SPECIFICATIONS AT WV OFFICE OF CHIEF MEDICAL EXAMINER. WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 09/23/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						



SIGNATURE <i>[Signature]</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 304-755-8135	DATE 10/13/10
TITLE VICE PRESIDENT		FEIN 55-0591156		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/21/2010 AT 10:00 AM AT THE CHIEF MEDICAL EXAMINER'S OFFICE. 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 ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO						

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<p>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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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 ARTICLE 1D, 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 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY</p>						

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<p>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 WAG RATES AS ESTABLISHED FOR KANAWHA 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 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</p>						

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<p>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 BOND 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., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, 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 & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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<p>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> <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>						

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ADDENDUM NOS. :						
NO. 1		X				
NO. 2		X				
NO. 3						
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.						
			SIGNATURE		
TRI-STATE ROOFING & SHEET METAL CO.			COMPANY		
10/13/10			DATE		
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL						

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<p>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: CONTRACTORS NAME: TRI-STATE ROOFING & SHEET METAL CO. CONTRACTORS LICENSE NO.: WV000104</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 style="text-align: center;">APPLICABLE LAW</p> <p>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.</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>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/22-----</p> <p>REQ. NO.:-----HHR11065-----</p> <p>BID OPENING DATE:---10/12/2010-----</p> <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:</p> <p style="text-align: center;">304-755-5275</p>						

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PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: BRIAN E. LINVILLE						
----- PLEASE INCLUDE A CONVENIENCE COPY.						
***** THIS IS THE END OF RFQ HHR11065 ***** TOTAL:						\$147,659.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION

FHRTT065

1. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to removing the existing roof, making any necessary repairs/modifications to existing decking and replacing roof with a new membrane roof as specified at WV Office of the Chief Medical Examiner located at 619 Virginia St. W, Charleston, WV 25302.
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein this document is a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. Any drawing or measurements provided by the Agency are approximations only and should not be relied upon as the basis for the vendor's bid. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for 09/21/2010 at 10:00 AM in the conference room of the WV Office of the Chief Medical Examiner. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the stated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid

atmosphere, provided the intent of the Request for Quotation, the effectiveness of the system or the product manufacturer's warranty is not compromised.

- 3.2 Vendor shall remove the existing roof and insulation down to the deck; vendor shall remove loose membrane flashings; vendor shall remove all existing skylights (4); vendor shall remove all debris from the roof and haul away to an approved landfill.
- 3.2.1 In area where skylights are removed, vendor shall build and insulate decking consistent in type and quality to existing deck for surrounding roof area. Vendor coordination with Agency on relocation of some existing sprinkler heads may be necessary.
- 3.2.2 The vendor shall make minor repairs to decking where needed. If any requirements for major repairs or modification are discovered, vendor will perform on a labor/materials basis after receiving approval from the Agency.
- 3.2.3 Over the entire area, vendor shall apply a continuous layer of 1.5" isocyanurate roof insulation; vendor shall mechanically fasten insulation to the roof deck.
- 3.2.4 Over the new insulation, vendor shall apply a 60 mil, fully adhered, EPDM (Ethylene Propylene Diene Monomer (or Terpolymer)) rubber roof system.
- 3.2.5 At all walls and curbs, vendor shall install membrane flashing and mechanically attach the new flashing continuously along the top edge.
- 3.2.6 Vendor shall apply manufacturer approved flashing systems at all pipes, drains, metal drain boxes, and other projections.
- 3.2.7 Vendor shall raise air conditioning units as necessary to apply the new roof underneath; vendor shall re-set the units on new roof in accordance with approved procedures. Vendor shall disconnect all ductwork, gas and/or electrical lines, as necessary. Once new roof is installed, the vendor shall reconnect all ductwork, gas and/or electrical lines previously disconnected.
- 3.2.8 Vendor shall install new gutters and downspouts at all existing locations. *match*
- 3.2.9 Vendor shall provide and install new treated wood sleepers under all gas lines.
- 3.2.10 Vendor shall provide and install new 24 gauge galvanized metal gravel stop around the entire perimeter of the building.

3.2.11 Vendor shall provide and install new walk pads around all HVAC rooftop units.

3.2.12 Vendor shall perform all work in strict accordance with the manufacturer's printed specifications.

3.3 Upon completion, vendor shall furnish manufacturer's written warranty for labor and material for 20-years.

3.4 Vendor shall perform only as much work every day as can be made watertight that day. Vendor shall protect owner's property at all times, Vendor shall protect workmen, pedestrians and employees at all times using scaffolding, barricades, signs, etc. Vendor shall comply with all State and Federal Safety Regulations.

3.5 Vendor shall install an existing (provided by the Agency) prefab roof access ladder between the Receiving and Upper Sections of the roof. Specific location as directed by Agency staff at specific time of installation.

4. INSPECTION:

4.1 Vendor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the vendor for any error or negligence on his part in connection with this requirement.

4.2 The Vendor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

5.1 Vendor shall provide two copies of shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the vendor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Vendor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.

- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the vendor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Vendor shall coordinate with the Maintenance Supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Maintenance Supervisor shall prevail.
- 7.2 The Vendor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Vendor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Vendor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The roofing system shall have a non-prorated, twenty (20) year full system warranty on materials and labor certified by the manufacturer.

9. PERMITS:

- 9.1 The Vendor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

- 10.1 The Vendor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the vendor to dispose

of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

- 11.1 The Vendor and any sub-vendors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for KANAWHA COUNTY pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:

<http://www.sos.wv.gov/administrative-law/wagerates/Pages/2010BuildingConstruction.aspx>

12. PAYMENT SCHEDULE:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner. The vendor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid at 100% completion.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

- 13.1 All work shall be complete within 90 calendar days from the approval of the shop drawings.

14. DELAYS AND EXTENSION OF TIME:

- 14.1 If the Vendor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate vendor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 Vendor may set a trailer or temporary storage building on the site for all equipment and tools. The Vendor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

16.1 The Vendor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

17.1 Any damages occurring to the building or property resulting from the vendor's performance of this work shall be the responsibility of the vendor to repair at his expense, either by using his own forces or that of an approved sub-vendor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.

18.2 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.

18.3 Before the Purchase order is processed, the successful bidder must provide to the Owner, a valid copy of their Business licenses through the Secretary of State's Office.

19. ATTACHMENTS

ATTACHMENT A – Vendor Bid Summary

ATTACHMENT B – Roof Drawings (3 pages); vendor is responsible for verifying all drawings and measurements, drawing are NOT to scale.

Vendor Bid Summary


Removal and Replacement of Existing Roof: CHIEF MEDICAL EXAMINER'S OFFICE

Necessary Major Repairs or Modification to Decking Discovered After Award

Labor = \$ 76.00 per hour

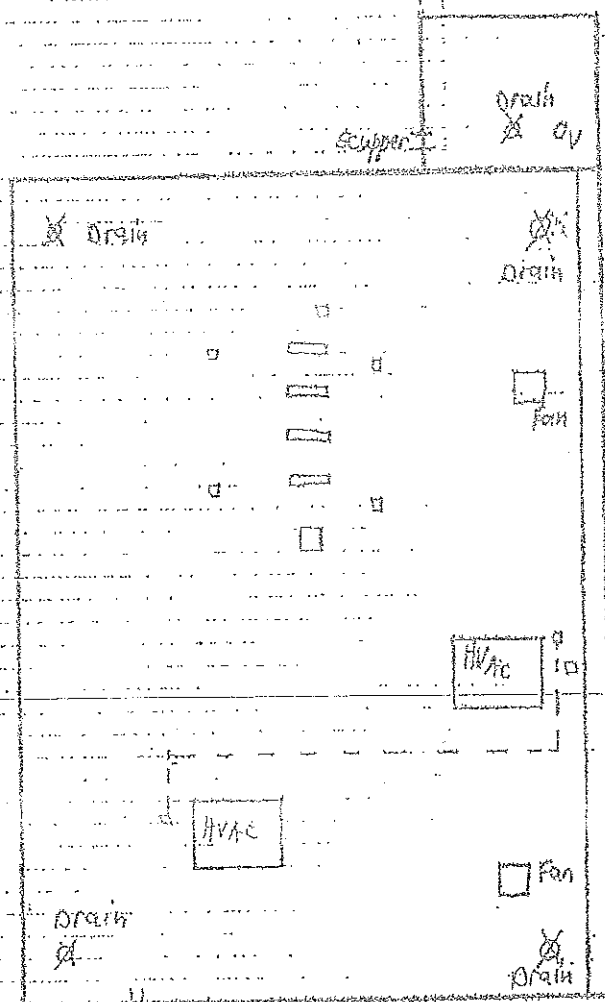
Materials = Vendor Cost, plus 15 %

If any requirements for major repairs or modification are discovered, vendor will perform on a time/materials basis after receiving approval from the Agency. Minor repairs to the decking are considered part of the vendors base bid.

Vendor Signature: 

Date: 10/13/10

Receiving



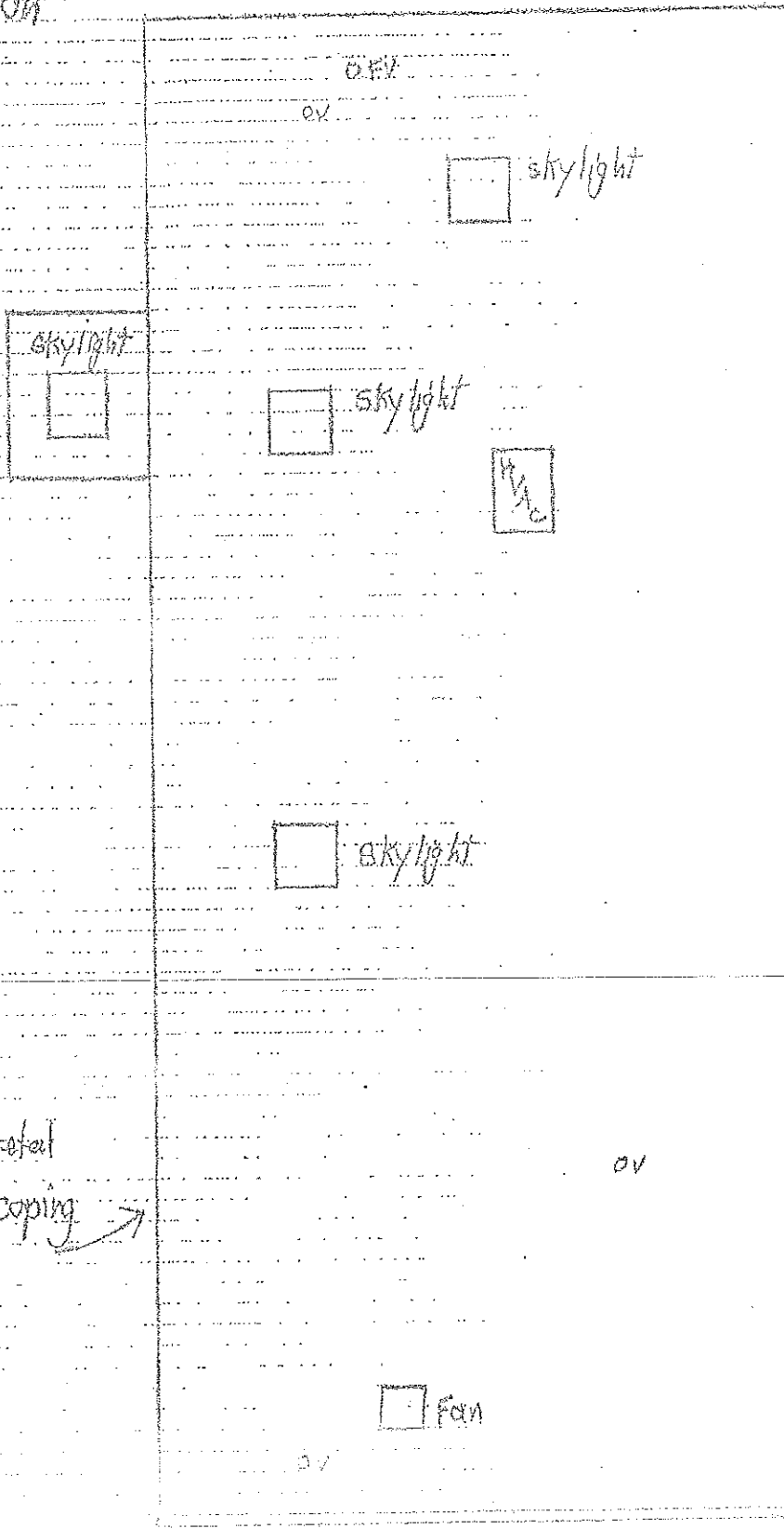
Upper Section

Metal Coving

Metal Coving

Upper Section

Metal coping



Metal

coping

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Fan

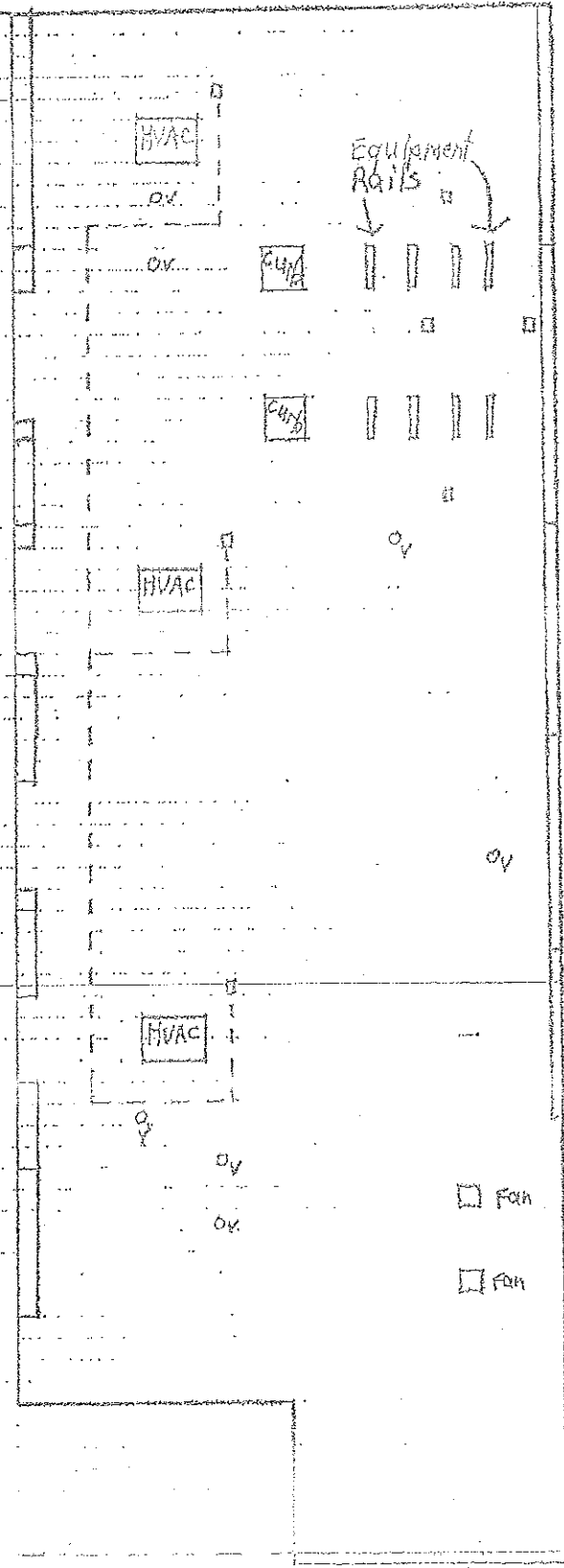
ov

Switer Edge.

Autopsy

Upper Section

Adjacent Building



Gutter ↗



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
 HHR11065

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 B04-558-0067

VENDOR

*709045810
 TRI STATE ROOFING & SHEET METAL
 PO BOX 1231

304-755-8135
RECEIVED
 SEP 14 2010

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS/DHHR PURCHASING
 VARIOUS LOCALES AS INDICATED

CHARLESTON WV 25324

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/10/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
<p>1. TO MOVE THE BID OPENING DATE FROM 10/12/2010 TO 10/13/2010.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p>						
EXHIBIT 10						
REQUISITION NO.: HHR11065						
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 NO. 'S:						
NO. 1 X						
NO. 2 X						
NO. 3						
NO. 4						
NO. 5						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-755-8135	DATE 10/13/10
TITLE VICE PRESIDENT	FEIN 55-0591156	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
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 ROBERTA WAGNER
 304-558-0067

VENDOR

*709045810 304-755-8135
 TRI STATE ROOFING & SHEET METAL
 PO BOX 1231

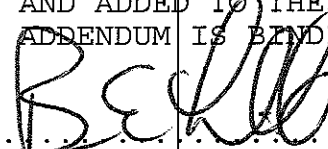
 CHARLESTON WV 25324

SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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.</p> <p style="text-align: center;">  SIGNATURE TRI-STATE ROOFING & SHEET METAL CO. COMPANY 10/13/10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 3

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HEALTH AND HUMAN RESOURCES
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09/10/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		770-93		\$147,659.00
TO PROVIDE A NEW MEMBRANE ROOF PER THE ATTACHED SPEC						
***** THIS IS THE END OF RFQ HHR11065 ***** TOTAL:						\$147,659.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *BE [Signature]* TELEPHONE DATE

TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-0067

VENDOR *709045810 304-755-8135
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SHIP TO HEALTH AND HUMAN RESOURCES
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RECEIVED
 SEP 28 2010

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. SPECIFICATIONS AND ATTACHMENTS ARE ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: HHR11065						
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 NO. S:						
NO. 1 .. X .. .						
NO. 2 .. X .. .						
NO. 3 .. .						
NO. 4 .. .						
NO. 5 .. .						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B E D B</i>	TELEPHONE 304-755-8135	DATE 10/13/10
TITLE VICE PRESIDENT	FEN 55-0591156	ADDRESS CHANGES TO BE NOTED ABOVE

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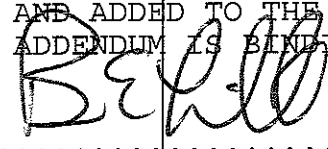
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BID OPENING DATE: 09/24/2010

10/13/2010	BID OPENING TIME	01:30PM
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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TO PROVIDE A NEW MEMBRANE ROOF PER THE ATTACHED SPEC						
***** THIS IS THE END OF RFQ HHR11065 ***** TOTAL:						\$147,659.00

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SIGNATURE: *BEHLL* TELEPHONE: 304-755-8135 DATE: 10/13/10

TITLE: V.P. FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tri State Roofing & Sheet Metal Company
of Charleston, WV, as Principal, and Travelers Casualty and Surety Company of America
of Hartford, CT, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, 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
RFQ # HHR11065 Remove and Replace Roof WV Office of the Chief Medical Examiner - 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 October, 2010.

Principal Corporate Seal

Tri State Roofing & Sheet Metal Company
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

Timothy F. Dorsch, President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

By [Signature]
Kimberly J. Wilkinson, WV Resident Agent 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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220367

Certificate No. 003658907

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moye, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 11th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October, 2010.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

STATE OF WV

COUNTY OF PUTNAM, TO-WIT:

I, BRIAN LINVILLE, after being first duly sworn, depose and state as follows:

- 1. I am an employee of TRI-STATE ROOFING & SHEET METAL CO.; and,
(Company Name)
- 2. I do hereby attest that TRI-STATE ROOFING & SHEET METAL CO.
(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.

TRI-STATE ROOFING & SHEET METAL CO.

(Company Name)

By: 

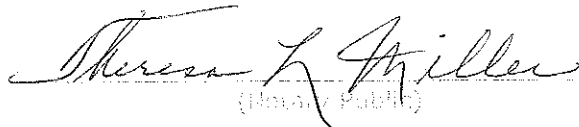
BRIAN LINVILLE
Title: VICE PRESIDENT

Date: 10/13/10

Taken, subscribed and sworn to before me this 13TH day of OCTOBER

By Commission expires JULY 17, 2015




(Notary Public)

THIS AFFIDAVIT 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.

RFQ No. HHR11065

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: TRI-STATE ROOFING & SHEET METAL CO.

Authorized Signature: *[Signature]* Date: 10/13/10

State of WV

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 13 day of OCTOBER, 2010.

My Commission expires JULY 17TH, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

