



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

# Solicitation

|           |
|-----------|
| NUMBER    |
| DNR213083 |

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| PAGE |
| 1    |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| GUY NISBET<br>304-558-8802              |

|        |                              |
|--------|------------------------------|
| VENDOR | *709053330      304-632-1558 |
|        | DANHILL CONSTRUCTION COMPANY |
|        | PO BOX 685                   |
|        | GAULEY BRIDGE WV 25085       |

|         |                               |
|---------|-------------------------------|
| SHIP TO | DIVISION OF NATURAL RESOURCES |
|         | JOBSITE                       |
|         | SEE SPECIFICATIONS            |
|         |                               |

|              |
|--------------|
| DATE PRINTED |
| 02/28/2013   |

BID OPENING DATE: 04/18/2013      BID OPENING TIME 1:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE  | AMOUNT    |
|---|----------|-----|----------|-------------|---|-----------|
| 0001  | 1        | LS  |          | 910-66      | SEE ATTACHED  | BID SHEET |
| <p style="text-align: center;">REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, PARKS AND RECREATION SECTION IS SOLICITING BIDS TO REPLACE THE ROOF AND PROVIDE ADDITION SERVICES TO THE TU-ENDIE-WEI STATE PARK MUSEUM, LOCATED IN PT. PLEASANT, WV. PER THE ATTACHED SPECIFICATIONS.</p> |          |     |          |             |   |           |
|   |          |     |          |             | 04/18/13 12:34:32 PM<br>West Virginia Purchasing Division |           |

|                                    |                             |                                   |
|------------------------------------|-----------------------------|-----------------------------------|
| SIGNATURE<br><i>Robert D. Hill</i> | TELEPHONE<br>(304) 632-1600 | DATE<br>4-18-2013                 |
| TITLE<br>PRESIDENT                 | FEIN<br>55-0648251          | ADDRESS CHANGES TO BE NOTED ABOVE |

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



State of West Virginia  
 Department of Administration  
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|---|----------|-----|----------|-------------|------------|--------|
| 0002  | 1        | EA  |          | 540-35      |            |        |
| REPLACEMENT SHEATHING AS NEEDED PER CHANGE ORDER          |          |     |          |             |            |        |
| 0003  | 1        | EA  |          | 910-79      |            |        |
| WINDOW REPLACEMENT SOUTH (ATERNATE #1)                    |          |     |          |             |            |        |
| 0004  | 1        | EA  |          | 910-79      |            |        |
| WINDOW, REPLACEMENT NORTH (ALTERNATE #2)                  |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ DNR213083 ***** TOTAL: _____ |          |     |          |             |            |        |

|                                    |                             |                                   |
|------------------------------------|-----------------------------|-----------------------------------|
| SIGNATURE<br><i>Robert D. Hill</i> | TELEPHONE<br>(304) 632-1600 | DATE<br>4-18-2013                 |
| TITLE<br>PRESIDENT                 | FEIN<br>55-0648251          | ADDRESS CHANGES TO BE NOTED ABOVE |

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## INFORMATION FOR BIDDERS

### 1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

### 2. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Guy Nisbet, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be submitted by the technical question deadline.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the

**Tu-Endie-Wei State Park  
Museum Roof Replacement  
Point Pleasant, WV  
DIVISION OF NATURAL RESOURCES**

**INFORMATION FOR BIDDERS - 2**

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applications indicated.

- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

**4. Plans and Project Manual**

Plans and Specifications may be obtained by contacting: No Cost to Vendors

Sherri Goff  
WV Division of Natural Resources  
324 4th Avenue  
South Charleston, WV 25303  
Telephone: 304-558-2764, ext. 51820



INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

| A MANDATORY PRE-BID meeting will be held at the following place and time:

Tu-Endie-Wei State Park Museum  
 Point Pleasant, W.V. 25550  
 March 21, 2013 at 1:30 PM. EST.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

Submit Questions to:   
  
  
  
 Fax:   
 Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:     Technical  
                   Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

April 18, 2013 at 1:30 PM. EST.

**Bid Opening Location:**

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

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

|  | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  ninety (90) days.

| | **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - |  | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- |  | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**  
 or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

|     |  |
|-----|--|
| [ ] |  |
| [ ] |  |
| [ ] |  |
| [ ] |  |

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

|                                |     |  |
|--------------------------------|-----|--|
| two hundred & fifty (\$250.00) | for | each day completion is delayed beyond the ninety |
| (90) days allowed.             |     |  |

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

| Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing\\_requisitions@wv.gov](mailto:purchasing_requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

Tu-Endie-Wei State Park  
Museum Roof Replacement  
Point Pleasant, WV  
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL 2

**BASE BID:**

The project generally consists of replacing the existing wood shingles, underlayment, any damaged sheathing/boards, and replacing the shakes on the south end gable

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

\$81,000.00

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

Eighty-One Thousand Dollars

**UNIT PRICE:**

Provide a unit price for each 100 square feet of roof sheathing (thickness and type to match existing) beyond the 100 square feet required in the base bid.

**Please note:** If rotten or unsuitable sheathing beyond the 100 square feet in the base bid is encountered, the DNR representative shall be contacted for instructions on how to proceed.

**Unit Price:** Provide unit price per 100 square feet to furnish and install sheathing to match existing.  
**written in numbers.**

\$960.00

**Unit Price:** Provide unit price per 100 square feet to furnish and install sheathing to match existing.  
**written in words.**

Nine Hundred Sixty Dollars

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. The sum total of the unit prices furnished herein should equal the base bid amount. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

Tu-Endie-Wei State Park  
 Museum Roof Replacement  
 Point Pleasant, WV  
 DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL 3

→ **TOTAL:**

The contract will be awarded in the amount of the Base Bid. However, for evaluation purposes, the award will be based on the base bid plus the cost to replace 100 square feet of roof sheathing.

**Total:** Provide total price for base bid plus price for 100 square feet (furnish and install) sheathing to match existing sheathing.  
**written in numbers.**

\$81,960.00

**Total:** Provide total price for base bid plus price for 100 square feet (furnish and install) sheathing to match existing sheathing.  
**written in words.**

Eighty One Thousand Nine Hundred Sixty Dollars

**ALTERNATES:**

Provide pricing for replacing windows (furnish and install to match existing) on the South and the North sides of the museum gables.

**Alternate # 1:** Replace window on South side of gable. Material, size, and style to match existing.  
**written in numbers.**

\$4,000.00

**Alternate # 1:** Replace window on South side of gable. Material, size, and style to match existing.  
**written in words.**

Four Thousand Dollars

**Alternate # 2:** Replace window on North side of gable. Material, size, and style to match existing.  
**written in numbers.**

\$4,000.00

**Alternate # 2:** Replace window on North side of gable. Material, size, and style to match existing.  
**written in words.**

Four Thousand Dollars

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Danhill Construction Company

(Company)

*Robert D. Hill*

(Authorized Signature)

Robert D. Hill, President

(Representative Name, Title)

(304) 632-1600

(304) 632-1501

(Phone Number)

(Fax Number)

April 18, 2013

(Date)





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

STATE OF West Virginia

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

1. I am an employee of Danhill Construction Company; and, (Company Name)

2. I do hereby attest that Danhill Construction Company (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.

Danhill Construction Company (Company Name)

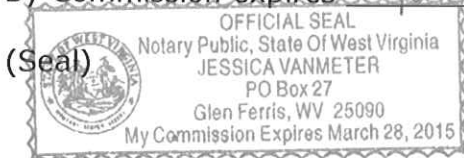
By: Robert D. Hill

Title: President

Date: April 18, 2013

Taken, subscribed and sworn to before me this 18th day of April.

By Commission expires 3/28/2015



Jessica VanMeter (Notary Public)

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of  
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its  
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the  
penal sum of 5 % Of Bid Amount (\$ 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  
Replacement of cedar shake shingles, cedar shake siding on south end of building, repair of any damage or sheathing

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  
18<sup>th</sup> day of April, 20 13.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)

By Robert D. Hill *Robert D. Hill*  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)

Roberta Bird *Roberta Bird*  
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.**

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

WW Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

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

Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

State of New Jersey
County of Bergen
} SS.:



COLONIAL SURETY COMPANY

By [Signature]
Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

[Signature]
Theresa Spinelli
Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation.

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 18th day of April, 20 13.

Original printed with Blue and Black ink. For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named Individual(s) and details of the bond to which the power is attached.

[Signature]
Audie B. Murphy, Secretary

State of WV

County of Fayette

AND NOW, this 18th day of April, in the calendar year of 2013, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of WV  
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette  
State of WV

Jessica VanMeter  
NOTARY PUBLIC





RFQ No. DNR213083

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Danhill Construction Company

Authorized Signature: Robert D. Hill Date: April 18, 2013

State of WV

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 18 day of April, 2013

My Commission expires March 28, 2015

AFFIX SEAL HERE

NOTARY PUBLIC Jessica Vanmeter  
*Purchasing Affidavit (Revised 07/01/2012)*



**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DNR 213083

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Danhill Construction Company

\_\_\_\_\_  
Company

*Robert D. Hill*

\_\_\_\_\_  
Authorized Signature

April 18, 2013

\_\_\_\_\_  
Date

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



# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV001196

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL

DANHILL CONSTRUCTION COMPANY  
DBA DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WV 25085-0685

**Date Issued**

AUGUST 06, 2012

**Expiration Date**

AUGUST 06, 2013



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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



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

**Solicitation**

|           |
|-----------|
| NUMBER    |
| DNR213083 |

|      |
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| PAGE |
| 1    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| GUY NISBET<br>304-558-8802              |

VENDOR

\*709053330      304-632-1558  
 DANHILL CONSTRUCTION COMPANY  
 PO BOX 685  
  
 GAULEY BRIDGE WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

|              |
|--------------|
| DATE PRINTED |
| 03/22/2013   |

BID OPENING DATE: 04/18/2013      BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER  | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|--|------------|--------|
|      |          |     |          | ADDENDUM NO.1  |            |        |
|      |          |     |          | ADDENDUM FOR THE "TU-ENDIE-WEI" STATE PARK, MUSEUM ROOF REPLACEMENT SOLICITATION ISSUED TO DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY.  |            |        |
|      |          |     |          | 1. PRE-BID SIGN IN SHEET<br>2. INSTRUCTIONAL AND CLARIFICATION CHANGES TO BIDDERS.<br>3. REVISION OF ITEM #38 IN THE TERMS AND CONDITIONS "HIPAA BUSINESS ASSOCIATE ADDENDUM"<br>4. NO OTHER CHANGES.  |            |        |
|      |          |     |          | HIPAA BUSINESS ASSOCIATE ADDENDUM: THE WEST VIRGINIA STATE GOVERNMENT HIPAA BUSINESS ASSOCIATE ADDENDUM (BAA), APPROVED BY THE ATTORNEY GENERAL, IS AVAILABLE ONLINE AT:<br>HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/HIPAA.HTML AND IS HEREBY MADE PART OF THE AGREEMENT PROVIDED THAT THE AGENCY MEETS THE DEFINITION OF A COVERED ENTITY (45 CFR 160.103) AND WILL BE DISCLOSING PROTECTED HEALTH INFORMATION (45 CFR 160.103) TO THE VENDOR. ADDITIONALLY, THE HIPAA PRIVACY, SECURITY, ENFORCEMENT AND BREACH NOTIFICATION FINAL OMNIBUS RULE WAS PUBLISHED ON JANUARY 25, 2013. IT MAY BE VIEWED ONLINE AT:<br>HTTP://WWW.GPO.GOV/FDSYS/PKG/FR-2013-01-25/PDF/2013-01073.PDF<br>ANY ORGANIZATION, THAT QUALIFIES AS THE AGENCY'S BUSINESS ASSOCIATE, IS EXPECTED TO BE IN COMPLIANCE WITH THIS FINAL RULE. FOR THOSE BUSINESS ASSOCIATES ENTERING INTO CONTRACTS WITH A HIPAA COVERED STATE AGENCY BETWEEN JANUARY 25, 2013 AND THE RELEASE OF THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT, OR SEPTEMBER 23, 2013 (WHICHEVER IS EARLIER), BE ADVISED |            |        |

|           |                       |           |                |                                   |           |
|-----------|-----------------------|-----------|----------------|-----------------------------------|-----------|
| SIGNATURE | <i>Robert D. Hill</i> | TELEPHONE | (304) 632-1600 | DATE                              | 4-18-2013 |
| TITLE     | PRESIDENT             | FEIN      | 55-0648251     | ADDRESS CHANGES TO BE NOTED ABOVE |           |

WHEN RESPONDING TO SOLICITATION, 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

# Solicitation

| NUMBER    |
|-----------|
| DNR213083 |

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| 2    |

| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
|---|
| GUY NISBET<br>304-558-8802              |

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\*709053330      304-632-1558  
 DANHILL CONSTRUCTION COMPANY  
 PO BOX 685  
 GAULEY BRIDGE WV 25085

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DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

| DATE PRINTED |
|--------------|
| 03/22/2013   |

BID OPENING DATE: 04/18/2013      BID OPENING TIME 1:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER                                      | UNIT PRICE | AMOUNT      |
|---|----------|-----|---------|--|------------|-------------|
| <p>THAT YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT. FOR THOSE BUSINESS ASSOCIATES WITH CONTRACTS WITH A HIPAA COVERED STATE AGENCY EXECUTED PRIOR TO JANUARY 25, 2013, BE ADVISED THAT UPON RENEWAL OR MODIFICATION, YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT NO LATER THAN SEPTEMBER 22, 2014.</p> |          |     |         |  |            |             |
| 0001  | 1        | LS  |         | 910-66   |            | \$81,000.00 |
|   |          |     |         | ROOFING INSTALLATION                             |            |             |
| 0002  | 1        | EA  |         | 540-35   | \$960.00   |             |
|   |          |     |         | REPLACEMENT SHEATHING AS NEEDED PER CHANGE ORDER |            |             |
| 0003  | 1        | EA  |         | 910-79   |            | \$4,000.00  |
|   |          |     |         | WINDOW RESTORING SOUTH (ATERNATE #1)             |            |             |

|                                    |                            |                                   |
|------------------------------------|----------------------------|-----------------------------------|
| SIGNATURE<br><i>Robert D. Hill</i> | TELEPHONE<br>304) 632-1600 | DATE<br>4-18-2013                 |
| TITLE<br>PRESIDENT                 | FEIN<br>55-0648251         | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

| NUMBER    |
|-----------|
| DNR213083 |

| PAGE |
|------|
| 3    |

| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
|---|
| GUY NISBET<br>304-558-8802              |

|        |                              |
|--------|------------------------------|
| VENDOR | *709053330      304-632-1558 |
|        | DANHILL CONSTRUCTION COMPANY |
|        | PO BOX 685                   |
|        | GAULEY BRIDGE WV 25085       |

|         |                               |
|---------|-------------------------------|
| SHIP TO | DIVISION OF NATURAL RESOURCES |
|         | JOBSITE                       |
|         | SEE SPECIFICATIONS            |
|         |                               |

| DATE PRINTED |
|--------------|
| 03/22/2013   |

BID OPENING DATE: 04/18/2013      BID OPENING TIME: 1:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT      |
|---|----------|-----|---------|-------------|------------|-------------|
| 0004  | 1        | EA  |         | 910-79      |            | 4,000.00    |
| WINDOW, RESTORING NORTH (ALTERNATE #2)              |          |     |         |             |            |             |
| ***** THIS IS THE END OF RFQ DNR213083 ***** TOTAL: |          |     |         |             |            | \$89,960.00 |

|                                    |                            |                                   |
|------------------------------------|----------------------------|-----------------------------------|
| SIGNATURE<br><i>Robert D. Hill</i> | TELEPHONE<br>(304)632-1600 | DATE<br>4-18-2013                 |
| TITLE<br>PRESIDENT                 | FEIN<br>55-0648251         | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DNR213083  
 Addendum Number: No. 01

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum for the "Tu-Endie-Wei" State Park, museum roof replacement solicitation issued to distribute the attached information to the vendor community.

1. Pre-bid Sign in Sheet
2. Instructional and clarification changes to bidders.
3. Revision of Item #38 in the Terms and Conditions "HIPAA Business Associate Addendum.
4. No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number DNR213083 Date March 21, 2013 Location Tu-Endie-Wei State Park, Point Pleasant, WV

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

|   |   |
|---|---|
| <p>Firm Name: <u>WV DNR</u><br/>Firm Address: <u>324 4<sup>th</sup> Ave</u><br/><u>S. Charleston, WV 25303</u></p> <p>Representative Attending: <u>Carolyn Mansberger</u><br/>Phone Number: <u>304 558-2764</u><br/>Fax Number: <u>304 558-0077</u><br/>Email Address: <u>Carolyn.M.Mansberger@wv.gov</u></p> | <p>Firm Name: <u>PAR Roofing Inc</u><br/>Firm Address: <u>543 Washington ave</u><br/><u>Huntington, WV 25701</u></p> <p>Representative Attending: <u>Ronald Rowser</u><br/>Phone Number: <u>304 525-9710</u><br/>Fax Number: <u>304-525-9760</u><br/>Email Address: <u>parroofing@yahoo.com</u></p>   |
| <p>Firm Name: <u>WV DNR</u><br/>Firm Address: <u>#1 Main St</u><br/><u>Pt. Pleasant, WV 25530</u></p> <p>Representative Attending: <u>Doug Want</u><br/>Phone Number: <u>304 675-0869</u><br/>Fax Number: <u>304 674-6162</u><br/>Email Address: <u>Doug.A.Want@wv.gov</u></p>                                | <p>Firm Name: <u>Allegheny Restoration &amp; Builders</u><br/>Firm Address: <u>270 Lake wood Ctr</u><br/><u>Morgantown, WV 26507</u></p> <p>Representative Attending: <u>Derrick Smith</u><br/>Phone Number: <u>304-594-2570</u><br/>Fax Number: <u>304-594-2810</u><br/>Email Address: <u>blair@alleghenyrestoration.com</u></p>                         |
| <p>Firm Name: <u>Denbire Construction</u><br/>Firm Address: <u>P.O. Box 685</u><br/><u>Grumpy Bridge, WV 25065</u></p> <p>Representative Attending: <u>JUSTIN DOZIER</u><br/>Phone Number: <u>304-632-1600</u><br/>Fax Number: <u>304-632-1501</u><br/>Email Address: <u>justin.dozier@denbire.com</u></p>    | <p>Firm Name: <u>TRI-STATE ROOFING &amp; SHEET METAL</u><br/>Firm Address: <u>101 S. MEADVILLE RD.</u><br/><u>DAVISVILLE, WV 26042</u></p> <p><u>* Need Book</u></p> <p>Representative Attending: <u>JP Hushion</u><br/>Phone Number: <u>304 485 6593</u><br/>Fax Number: <u>304-485-2841</u><br/>Email Address: <u>jhushion@tri-stateservice.com</u></p> |

PRE-BID CONFERENCE

SIGN IN SHEET

Request for Quotation Number DNR213083

Date March 21, 2013

Location Tu-Endie-Wei State Park, Point Pleasant, WV

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

|  |   |
|--|---|
| <p>Firm Name: <u>DESIGN ROOFING, LLC</u></p> <p>Firm Address: <u>3857 Toms Valley Road Suite 5</u><br/><u>Hurricane WV 25526</u></p> <p>Representative Attending: <u>* Todd Townsend</u></p> <p>Phone Number: <u>304-766-8915</u></p> <p>Fax Number: <u>304-757-5862</u></p> <p>Email Address: <u>Todd@designroofingwv.com</u></p> | <p>Firm Name: <u>★ Pearl Gate Construction</u></p> <p>Firm Address: <u>7 Anchors Way Winfield</u><br/><u>WV 25223</u></p> <p>Representative Attending: <u>Toby Brown</u></p> <p>Phone Number: <u>304-539-8999</u></p> <p>Fax Number: <u>304-755-4885</u></p> <p>Email Address: <u>Cbbrown10@yahoo.com</u></p> |
| <p>Firm Name: <u>Pact Products, LLC</u></p> <p>Firm Address: <u>821 JOHNSON CK RD</u><br/><u>WALTERS WV 25786</u></p> <p>Representative Attending: <u>* ERANK UNGER</u></p> <p>Phone Number: <u>(304) 577-6217</u></p> <p>Fax Number: <u>9217</u></p> <p>Email Address: <u>erank@pactproducts@yahoo.com</u></p>                    | <p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>   |
| <p>Firm Name: <u>Stillwater Construction</u></p> <p>Firm Address: <u>P.O. Box 8706</u><br/><u>So Char WV 25303</u></p> <p>Representative Attending: <u>Chris Kennedy</u></p> <p>Phone Number: <u>(304) 546-7207</u></p> <p>Fax Number: <u>(304) 205-7449</u></p> <p>Email Address: <u>chris.kennedy@suddenlink.net</u></p>         | <p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>   |

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## ADDENDUM NUMBER 01

Tu-Endie-Wei State Park  
Roof Replacement  
RFQ # DNR213083

Dated: March 21, 2013

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below.

This Addendum consists of eight (8) pages.

### Changes in Instructions to Bidders

**The last day for technical questions and/or substitutions is March 29, 2013 @ 2 pm.**

### Changes in Alternates 1 and 2

Alternates 1 and 2 request a price for “replacing” the windows on the South and North side gables respectively. Change this to “restoring” the windows, and trim which include stripping the old paint, priming, re-painting, re-glazing, re-screening, and making the window(s) operable. Use existing hardware where possible. Contractor shall submit restoration procedures and material list within 10 calendar days after receiving the Owner’s Notice to Proceed. A new “Form of Proposal” is attached.

### Pre-Bid Conference Information and Clarifications:

Attendees: See attached sign-in sheet(s).

All questions regarding this project must be submitted in writing to the Division of Purchasing, per the instructions in the project manual. Addenda will be only issued by the Division of Purchasing.

The Pre-Bid Conference was intended to provide a general introduction to the project and the site conditions. Only responses included in formal Addenda shall be relied upon as requirements of the project. This includes discussion during the meeting or any dialogue with representative of the WV DNR Engineering, District IV office, or the Design Team.

1. Recent changes have been made to the state purchasing “Instructions to Vendors and Terms and Conditions” related to bidding. Contractors should pay careful attention to these changes. Also noted: contractors should closely follow all instructions to bidders when filling out bid forms and providing supplemental information.
2. It was specifically mentioned that the apparent low bidders will be required to provide a list of subcontractors within 24 hours of bid opening.

3. Clarification on date of substitutions as outlined in the Information to Bidders - "Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Park and Recreation Section, c/o Guy Nisbet, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the date of the cut-off for technical questions as indicated in Solicitation."
4. Per specifications: Installation shall be in accordance with the Cedar Shake and Shingle Bureau Specifications, which can be obtained from the website [www.cedarbureau.org](http://www.cedarbureau.org) or by calling (604) 920-7700. Contractors are to submit within 24 hours of request, at least 2 references within the past 5 years where wood shingles have been installed.
5. This is a prevailing wage project.
6. The Park/museum will remain open while this Work is being performed. The Park grounds are accessible 24 hours/7 days per week. Safe access and egress must be maintained at all times. Safety and security of guests, staff personnel, and the building/contents must be maintained at all times.
7. The work area must be flagged, fenced, and/or taped off where no foot traffic may be inside the Work area. Provide proper signage. Clean-up of nails, shingles, etc. must be thorough. Contractor is responsible for providing their own dumpster. Coordinate activities with Park personnel.
8. Be courteous of guests and staff. 'Quiet' times need to be respected. Coordinate any utility disruptions, anticipated noise, and any other disruptions with Park personnel. A minimum of 24 hour notice of any disruptions to power, communication, traffic, parking, use of sidewalks, extreme noise, etc. is required.
9. Special consideration needs taken for the Regatta event which takes place from June 15 through June 30, 2013 at the Park. Contractor needs to make provisions to work around this time period. The main road to the Park will be closed off. Coordinate work schedule and activities with DNR staff. Due to this activity, it may be necessary for contractor not to work on days when the Regatta is in progress. Notice to Proceed will be adjusted to reflect this time period.
10. Contractor is responsible for protecting the building and its contents from moisture, dust, etc. entering the building due to this Work. Any issues resulting from areas being unprotected will be the responsibility of the contractor.
11. Be cautious of utilities. Contractor is responsible for any damages created by this roofing Work. No shut down times can occur. If lines need disconnected, contractor is responsible for providing temporary provisions approved by DNR.
12. Any Testing, B & O taxes, and Obtaining of any Licenses, permits, certifications, and warranties will be the responsibility of the contractor.

13. Electricity and water will be available to the contractor for this work. Electrical outlets are located on the exterior perimeter of the building. Water is located in the basement. Coordinate use of these utilities with Park personnel and Park hours. Space for a small construction trailer and dumpster is available. A designated space will be provided for contractor parking and staging.
14. Park restrooms will be available during museum open hours. Contractor may provide their own portable toilet if preferred. It must be signed and lockable. Coordinate location and set up with Park personnel.
15. No felting is required. In lieu of Titanium UDL 25 plus, furnish and install W.R. Grace Ice and Water shield, 36 inch by 75 feet, or approved equivalent, on All roof surfaces.
16. Pneumatic air nailing is permitted. Follow OSHA guidelines.
17. Furnish and install Ridge Vents that run from gable to gable.
18. Replace all fascia and fascia rake boards to match existing. Remove metal trim at perimeter of upper roof. Furnish and install W.R. Grace Ice and Water shield, 36 inch by 75 feet, or approved equivalent, on vertical surfaces between porch roof and upper roof. Replace wide fascia board.
19. South side of the museum may be used for the dumpster. Avoid the septic tank area. Keep heavy trucks and equipment off the sidewalks.
20. List of pre-bid attendees is attached.
21. "Form of Proposal" is attached.

End of Addendum

**Tu-Endie-Wei State Park  
Museum Roof Replacement  
Point Pleasant, WV  
DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL 1**

Name of Bidder:

DANHILL CONSTRUCTION COMPANY

Address of Bidder:

P.O. Box 685  
GAULEY BRIDGE, WV 25085

Phone Number of  
Bidder:

(304) 632-1600

WV Contractors License  
No.

WV001196

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



**Tu-Endie-Wei State Park  
Museum Roof Replacement  
Point Pleasant, WV  
DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL 2**

**BASE BID:**

The project generally consists of replacing the existing wood shingles, underlayment, any damaged sheathing/boards, and replacing the shakes on the south end gable

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

\$ 81,000.<sup>00</sup>

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

EIGHTY-ONE THOUSAND DOLLARS

**UNIT PRICE:**

Provide a unit price for each 100 square feet of roof sheathing (thickness and type to match existing) beyond the 100 square feet required in the base bid.

**Please note:** If rotten or unsuitable sheathing beyond the 100 square feet in the base bid is encountered, the DNR representative shall be contacted for instructions on how to proceed.

**Unit Price:** Provide unit price per 100 square feet to furnish and install sheathing to match existing. **written in numbers.**

\$ 960.<sup>00</sup>

**Unit Price:** Provide unit price per 100 square feet to furnish and install sheathing to match existing. **written in words.**

NINE HUNDRED SIXTY DOLLARS

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. The sum total of the unit prices furnished herein should equal the base bid amount. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

**Tu-Endie-Wei State Park  
Museum Roof Replacement  
Point Pleasant, WV  
DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL 3**

**TOTAL:**

The contract will be awarded in the amount of the Base Bid. However, for evaluation purposes, the award will be based on the base bid plus the cost to replace 100 square feet of roof sheathing.

**Total:** Provide total price for base bid plus price for 100 square feet (furnish and install) sheathing to match existing sheathing.

**written in numbers.**

\$81,960.<sup>00</sup>

**Total:** Provide total price for base bid plus price for 100 square feet (furnish and install) sheathing to match existing sheathing.

**written in words.**

EIGHTY-ONE THOUSAND NINE HUNDRED SIXTY  
Dollars

**ALTERNATES:**

Provide pricing for replacing windows (furnish and install to match existing) on the South and the North sides of the museum gables.

**Alternate # 1:** Restore window on South side of gable. Materials, color, hardware to match existing.

**written in numbers.**

\$4,000.<sup>00</sup>

**Alternate # 1:** Restore window on South side of gable. Materials, color, hardware to match existing.

**written in words.**

FOUR THOUSAND DOLLARS

**Alternate # 2:** Restore window on North side of gable. Materials, color, hardware to match existing.

**written in numbers.**

\$4,000.<sup>00</sup>

**Alternate # 2:** Restore window on North side of gable. Materials, color, hardware to match existing.

**written in words.**

FOUR THOUSAND DOLLARS

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR213083**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Danhill Const. Co  
Company

Robert D. Hill  
Authorized Signature

Apr 18, 2013  
Date

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

Revised 6/8/2012



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

**Solicitation**

|           |
|-----------|
| NUMBER    |
| DNR213083 |

|      |
|------|
| PAGE |
| 1    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| GUY NISBET<br>804-558-8802              |

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
  
 Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

|              |
|--------------|
| DATE PRINTED |
| 04/01/2013   |

BID OPENING DATE: 04/18/2013 BID OPENING TIME 1:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER                                      | UNIT PRICE            | AMOUNT                   |
|---|----------|-----|----------|--|-----------------------|--------------------------|
| ADDENDUM NO. 2  |          |     |          |  |                       |                          |
| ADDENDUM FOR THE "TU-ENDIE-WEI" STATE PARK, MUSEUM ROOF REPLACEMENT SOLICITATION ISSUED TO DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY. |          |     |          |  |                       |                          |
| 1. VENDOR SUBMITTED QUESTIONS PER THE ATTACHED.   |          |     |          |  |                       |                          |
| 0001  | 1        | LS  |          | 910-66   |                       | \$ 81,000. <sup>00</sup> |
|   |          |     |          | ROOFING INSTALLATION                             |                       |                          |
| 0002  | 1        | EA  |          | 540-35   | \$ 960. <sup>00</sup> |                          |
|   |          |     |          | REPLACEMENT SHEATHING AS NEEDED PER CHANGE ORDER |                       |                          |
| 0003  | 1        | EA  |          | 910-79   |                       | \$ 4,000. <sup>00</sup>  |
|   |          |     |          | WINDOW RESTORING SOUTH ALTERNATE #1)             |                       |                          |

|           |                       |           |                |                                   |           |
|-----------|-----------------------|-----------|----------------|-----------------------------------|-----------|
| SIGNATURE | <i>Robert D. Hill</i> | TELEPHONE | (304) 632-1600 | DATE                              | 4-18-2013 |
| TITLE     | PRESIDENT             | FEIN      | 55-0648251     | ADDRESS CHANGES TO BE NOTED ABOVE |           |

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

|           |
|-----------|
| NUMBER    |
| DNR213083 |

|      |
|------|
| PAGE |
| 2    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| GUY NISBET<br>304-558-8802              |

VENDOR

\*709053330      304-632-1558  
 DANHILL CONSTRUCTION COMPANY  
 PO BOX 685  
 GAULEY BRIDGE WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
 JOBSITE  
 SEE SPECIFICATIONS

|              |
|--------------|
| DATE PRINTED |
| 04/01/2013   |

BID OPENING DATE: 04/18/2013      BID OPENING TIME 1:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER                            | UNIT PRICE | AMOUNT      |
|---|----------|-----|----------|--|------------|-------------|
| 0004  | 1        | EA  |          | 910-79                                 |            | \$ 4,000.00 |
|   |          |     |          | WINDOW, RESTORING NORTH (ALTERNATE #2) |            |             |
| ***** THIS IS THE END OF RFQ DNR213083 ***** TOTAL: |          |     |          |  |            | \$89,960.00 |

|                 |                          |                                   |
|-----------------|--------------------------|-----------------------------------|
| SIGNATURE       | TELEPHONE (304) 632-1600 | DATE 4-18-2013                    |
| TITLE PRESIDENT | FEIN 55-0648251          | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DNR213083  
 Addendum Number: No. 02

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum for the "Tu-Endie-Wei" State Park, museum roof replacement solicitation issued to distribute the attached information to the vendor community.

1. Questions submitted by vendors and agency responses.
2. No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



**ADDENDUM NUMBER 02**

Tu-Endie-Wei State Park  
Roof Replacement  
RFQ # DNR213083

Dated: March 29, 2013

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below.

This Addendum consists of one (1) page.

**Technical Questions**

Q.1.) Restoring existing windows in lieu of replacements is the preferred option, maintain as much of original fabric as possible. It is recommended that window sills be replaced with white oak to match existing. Underlay w/flashing.

**A.1. It is not recommended by owner to replace the windows sills or underlay with flashing.**

*"Alternates 1 and 2 request a price for "replacing" the windows on the South and North side gables respectively. Change this to "restoring" the windows, and trim which include stripping the old paint, priming, re-painting, re-glazing, re-screening, and making the window(s) operable. Use existing hardware where possible. Contractor shall submit restoration procedures and material list within 10 calendar days after receiving the Owner's Notice to Proceed."*

Q. 2) The tried and proven system of re-installation enhancements is recommended per this type of application, with only modest additional costs. (see attachments).

**A. This substitution request is found to be improper. Only Bids will be accepted that are based on the Project Manual, Pre-bid meeting, Specifications, and any Addendums.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR213083**

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Danhill Const. Co

Company

Robert D. Hill

Authorized Signature

4-18-2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012