



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 95614

Doc Description: Welch NGA Roof Replacement

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-14	2015-05-13 13:30:00	CRFQ 0603 ADJ1500000008	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Boggs Roofing, Inc.
 PO Box 7455 Huntington, WV 25776
 304-429-4233

05/19/15 09:03:20
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN # 55-0703992

DATE 05-18-15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST MOUNDSVILLE NATIONAL GUARD ARMORY 1501 9TH ST	
CHARLESTON	WV25311	MOUNDSVILLE	WV 26041
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace Roof on Welch NGA				

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the installation of an EPDM membrane Fully Adhered Roofing System or equal, at the Welch Armory located at 600 Stewart Street Welch, WV, per the attached specifications.

There is a mandatory pre-bid meeting scheduled for 04/29/2015 at 10:00 am at the Welch Armory located at 600 Stewart Street Welch, WV 24801.

Contract Item#1- Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST MOUNDSVILLE NATIONAL GUARD ARMORY 1501 9TH ST	
CHARLESTON	WV25311	MOUNDSVILLE	WV 26041
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Masonry Repair/Replacement (If needed)				

Comm Code	Manufacturer	Specification	Model #
72151900			

Extended Description :

Contract Item#2- Masonry Repair/Replacement (Only If Needed) provide pricing on a Price Per Square Foot Installed basis.

ADJ150000008	Document Phase Final	Document Description Welch NGA Roof Replacement	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 95614

Doc Description: Addendum No. 1 - Welch NGA Roof Replacement

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-05	2015-05-13 13:30:00	CRFQ 0603 ADJ1500000008	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Boggs Roofing, Inc.
 PO Box 7455
 Huntington, WV 25776
 304-429-4233

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X

FEIN # 55-0703992

DATE 05-18-15

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INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST MOUNDSVILLE NATIONAL GUARD ARMORY 1501 9TH ST	
CHARLESTON	WV25311	MOUNDSVILLE	WV 26041
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace Roof on Welch NGA				

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :

Addendum No. 1 - See attached pages for more information and attachments.

The bid opening remains on 05/13/2015 at 1:30 pm.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the installation of an EPDM membrane Fully Adhered Roofing System or equal, at the Welch Armory located at 600 Stewart Street Welch, WV, per the attached specifications.

There is a mandatory pre-bid meeting scheduled for 04/29/2015 at 10:00 am at the Welch Armory located at 600 Stewart Street Welch, WV 24801.

Contract Item#1- Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST MOUNDSVILLE NATIONAL GUARD ARMORY 1501 9TH ST	
CHARLESTON	WV25311	MOUNDSVILLE	WV 26041
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Extended Description :

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ADJ150000008	Document Phase Final	Document Description Addendum No. 1 - Welch NGA Roof Replacement	Page 3 of 3
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 95614

Doc Description: Addendum No. 2 - Welch NGA Roof Replacement

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-12	2015-05-19 13:30:00	CRFQ 0603 ADJ1500000008	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Boggs Roofing, Inc.
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FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X

FEIN # 55-0703992

DATE 05-18-15

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INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST WELCH NATIONAL GUARD ARMORY 600 STEWART ST	
CHARLESTON	WV25311	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Replace Roof on Welch NGA				

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :

Addendum No. 2 - To provide additional clarification, see attached pages. The bid opening has moved from 05/13/2015 to 05/19/2015.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the installation of an EPDM membrane Fully Adhered Roofing System or equal, at the Welch Armory located at 600 Stewart Street Welch, WV, per the attached specifications.

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CHARLESTON	WV25311	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Masonry Repair/Replacement (If needed)				

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

Contract Item#2- Masonry Repair/Replacement (Only If Needed) provide pricing on a Price Per Square Foot Installed basis.

ADJ150000008	Document Phase Final	Document Description Addendum No. 2 - Welch NGA Roo f Replacement	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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:

April 29, 2015 at 10:00 am

Welch National Guard Armory
600 Stewart Street
Welch, WV 24801

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 4, 2015 by 4:00 pm

Submit Questions to: Tara Lyle
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 13, 2015 at 1:30 pm
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" 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 contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 100% of contract value. The performance bond must be 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 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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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.

WV Contractor's License

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. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.
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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. 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 under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

34. 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.

35. 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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.

41. 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.

42. 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 hearth, 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:
- c. 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

- d. 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.

43. 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: Boggs Roofing, Inc.

Contractor's License No. 003858

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.

c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.
6. **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.

REQUEST FOR QUOTATION
CRFQ ADJ150000008 - Repair/Replace Roof Welch National Guard Armory

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General/Armory Board to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the installation of an EPDM membrane Fully Adhered Roofing System, at the Welch National Guard Armory, at 600 Stewart Street in Welch, WV, per the attached specifications. **Vendors must agree to honor submitted pricing through 30 September 2015 as the awarding of this project is contingent upon receipt of Federal funding.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means remove and dispose of the existing roof system down to metal decking and installation of a new EPDM membrane Fully Adhered Roofing System as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. The roofing system must be installed by a contractor authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer.
 - 3.2. The contractor must be able upon request to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.
 - 3.3. The contractor must provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Contract Item#1: Labor, materials, and all associated costs to remove and dispose of the existing roof system down to the decking.

4.1.1.1 The current roof area consists of four areas approximately 23,124 Square Feet. The building is of masonry and steel reinforced construction and the elevation of approximately 12' to 32'. The existing roof system on the drill hall consists of .060 standard EPDM fully adhered, 1.5" Polyiso Insulation, asphalt vapor barrier on a sloped Tectum Deck (12,567 sq ft). The lower area consists of .060 ballasted EPDM tapered Perlite Insulation & Polyiso Insulation, asphalt vapor barrier on a flat Concrete Deck.

4.1.1.2 Contractor must remove and dispose of all gutters, downspouts and the edging system including metal flashing in order to prepare the surface for the installation of the new roofing system.

4.1.1.3 Contractor must inspect the exposed roof area for verification of suitable substrate surface which will allow the installation of the new roofing system per the manufacturer standards.

4.1.2 Contract Item#1: Labor, materials, and all associated costs to install new EPDM roofing system or equal.

4.1.2.1 Contractor must install two layers of 2" Polyiso Insulation (R-22.8) with adhesive with bead spacing a maximum of 6" on center on entire roof area, and a fully adhered .060 EPDM roofing system with 6" seams at all locations. The lower roof areas will receive tapered Polyiso Insulation with a 2" minimum sloped at 1/8" per foot in adhesive installed at 6" on center maximum bead spacing and a fully adhered .060 EPDM system with 6" seams at all locations.

4.1.2.2 Contractor must replace all gutters, downspouts and edging system with a fabricated .040 Kynar finished Aluminum or equal.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4.1.2.3 Contractor must install all new Wood Nailers and Flashing to comply with 55 MPH wind warranty, all wood nailers shall be pressure treated materials.

4.1.2.4 Contractor must install all new gutter and down spout systems.

4.1.2.5 Contractor must replace or repair all masonry that is damaged prior to installing wood nailers for a secure hold of all flashing.

4.1.2.6 Contract must provide manufacturer's 20 year Total System Warranty covering both labor and material, with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 mph measured at 10 meters above ground level. Certification should be submitted with bid submittal, however, this documentation must be received prior to contract award, indicating the manufacturer has reviewed and agreed to such wind coverage. Pro-rated System Warranties shall not be acceptable.

4.1.3 Contract Item #2: Masonry Repair/Replacement (If needed)

4.1.3.1 Contractor shall provide pricing for any Masonry Repair/Replacement for all masonry that is damaged prior to installing wood nailers for a secure hold of all flashing, on a Price Per Square Foot Installed basis.

4.1.4 GENERAL DESCRIPTION

- A. The Welch National Guard Armory is located at 600 Stewart Street, Welch WV 24801.**
- B. The roof area consists of Four areas and approximately 23,124 Square Feet. The building of masonry and steel reinforced concrete construction and the elevation of approximately 12' to 32'. The existing roof system on the drill hall consists of .060 standard EPDM fully adhered, 1.5" Polyiso Insulation, asphalt vapor barrier on a sloped Tectum Deck (12,567 sq ft). The lower area consists of .060 ballasted EPDM tapered Perlite Insulation & Polyiso Insulation, asphalt vapor barrier on a flat Concrete Deck.**
- C. Remove existing roof system down to Tectum Deck on the Drill Hall, Install two Layers of 2" Polyiso Insulation (R22.8) with adhesive with bead spacing a maximum of 6" on center on entire roof area, and a fully adhered .060 EPDM system with 6" seams at all locations. The lower roof areas will receive tapered Polyiso Insulation with a 2" minimum sloped at 1/8" per foot in adhesive**

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

installed at 6" on center maximum bead spacing and a fully adhered .060 EPDM system with 6" seams at all locations. All gutters shall be replaced with a fabricated .040 Kynar finished Aluminum. This system will be completed within specifications and include a 20 Year NDL total system warranty.

- D. Apply the Fully Adhered EPDM Roofing System in conjunction with two layers of 2.0 Polyiso Insulation sloped deck areas and a 2" minimum sloped at 1/8" per foot Polyiso insulation on flat deck areas after tear off of the existing EPDM roof system for verification of suitable substrate as specified in this specification.
- E. Install all new Wood Nailers and Flashing to comply with 55 MPH wind warranty, (see Warranty 1.15). All wood nailers shall be pressure treated materials.
- F. Install all gutter and down spout systems. (see gutter and down spout specifications on other materials 2.08)
- G. Replace or repair all masonry that is damaged prior to installing wood nailers for a secure hold of all flashing. (Contractor may give a price per square foot for any masonry repairs).
- H. The project is to be completed in 90 calendar days of notice to proceed.

Payment Schedule: Contractor may invoice 50% when materials are delivered at work site, 40% when work is completed, with a 10% Retainage to be paid upon receipt of warranties.

4.1.5 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a .060 inch thick non-reinforced EPDM membrane Fully Adhered Roofing System including flashings and metal work as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

- D. Any contractor who intends to submit a bid using a roofing system other than the State approved manufacturer must submit for pre-qualification in writing ten (10) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids not stating "as per plans and specs" will be unacceptable.

4.1.6 SUBMITTALS

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

4.1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

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

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

- D. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

4.1.8 WORK SEQUENCE

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

4.1.9 USE OF THE PREMISES

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

4.1.10 EXISTING CONDITIONS

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

4.1.11 PRE-CONSTRUCTION CONFERENCE

- A. A pre-bid meeting will be held at the job site on April 29, 2015 at 10:00 am. Contact Tara Lyle, Buyer Supervisor, WV State Purchasing Division, regarding any questions after the pre-bid meeting and job site inspection (304) 558 – 2544.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

- B. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

4.1.12 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

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

B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

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

D. Security:

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

4.1.13 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall

REQUEST FOR QUOTATION
CRFQ ADJ150000008 - Repair/Replace Roof Welch National Guard Armory

- repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
 - C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
 - D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
 - E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
 - F. Store moisture susceptible materials above ground and protect with waterproof coverings.
 - G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

4.1.14 SAFETY

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

4.1.15 WORKMANSHIP

- A. Contractors installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

4.1.16 QUALITY ASSURANCE

- A. The EPDM membrane roofing system must achieve a UL Class A and/or International Building Code (IBC) rating.
- B. The manufacturer must have a minimum 20 years of experience in the manufacturing of vulcanized thermal set sheeting.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by a contractor authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing contractor shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the owner. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the owner's consideration.
- G. Upon completion of the installation, the contractor shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

REQUEST FOR QUOTATION
CRFQ ADJ150000008 - Repair/Replace Roof Welch National Guard Armory

4.1.17 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Manufacturers Design "A" Fully Adhered Roofing System specification, Part II - Application, for General Job Site Considerations.

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

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4.1.18 WARRANTY

- A. Provide manufacturer's 20 year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 55 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the owner's approval.

4.2 PRODUCTS GENERAL

- A. All components of the specified roofing system shall be products of the chosen Manufacturer's or accepted by the Manufacturer as compatible.
- B. Unless otherwise approved by the owner and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the roofing system manufacturer and covered by the warranty.

4.2.1 MEMBRANE

Furnish .060 inch thick non-reinforced EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections. The .060 thick non-reinforced membrane is available with (6") pre-applied splice tape. This shall be used on all seam locations.

4.2.2 INSULATION / UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. The first and second layer of insulation shall be adhered to the substrate at the rate of (6") on center beads or a full sprayed application. Bead spacing shall not be greater than 6" on center even if the manufacturer will allow larger spacing.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4.2.3 ADHESIVES AND CLEANERS

All products shall be furnished by Manufacturer and specifically formulated for the intended purpose.

- A. Bonding Adhesive:
- B. Splicing Cement: Splicing Cement
- C. Splice Tape and Primer: SecurTAPE and Primer
- D. Cleaning Solvent: Splice Cleaner or Weathered Membrane Cleaner.
- E. Internal seam sealant: In-Seam Sealant □ □ (used with adhesive splices only)
- F. External seam sealant: Lap Sealant
- G. Sealer: Pourable Sealer

4.2.4 FASTENERS AND PLATES

To be used for additional membrane securement:

- A. **HP Fasteners:** A threaded, black epoxy electro-deposition coated fastener used with steel and wood roof decks.
- B. **Pre-Assembled ASAP Fasteners:** A pre-assembled 3" diameter Plastic Plate and standard phillips head fastener used for insulation attachment into steel or wood decks. Installed using Olympic Fastening Tools.
- C. **InsulFast Fasteners:** A threaded #12 fastener with #3 phillips head used for insulation attachment into steel or wood decks.
- D. **Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick, or block walls.
- E. **Seam Fastening Plates:** A 2 inch diameter FM approved metal plate used in conjunction with RUSS or with EPDM membrane for membrane securement.
- F. **RUSS (Reinforced Universal Securement Strip):** A 6 or 9 inch wide, 100 foot long strip of reinforced EPDM membrane.
- G. The **6 inch wide RUSS** shall be utilized horizontally or vertically (in conjunction with Seam Fastening Plates) below the EPDM membrane for additional membrane securement.
- H. The **9 inch wide RUSS** shall be utilized in conjunction with metal edgings to allow the continuation of the EPDM deck membrane as flashing in accordance with the manufacturer.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4.2.5 METAL EDGING AND MEMBRANE TERMINATIONS

- A. **Sure-Seal Termination Bar:** a 1 inch wide and .098 inch thick extruded aluminum bar pre-punched 6 inches on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.

4.2.6 WALKWAYS

Protective surfacing for roof traffic shall be EPDM Walkway Pads (30" x 30" molded black rubber with factory rounded corners) supplied by the Manufacturer and adhered to the EPDM membrane roof with Splicing Cement or Splice Tape.

4.2.7 OTHER MATERIALS

- A. **Gutter System:** Shop fabricate from .040 Kynar Finished Aluminum. Profile shall be a 6"x 6" Flange Back Box Gutter. Install per SMACNA(Sheet Metal & Air Conditioning Contractors National Association) recommendations to include all sealants. Gutter will be covered in a two year warranty to be leak free. Color will be selected from a standard color chart by the owner.
- B. **Downspouts:** Fabricate from .032 Kynar Finished Aluminum. Install in ten foot lengths as per SMACNA standards. Size shall be 4"x 5" with a 45 degree termination on down spouts that do not connect to drainage system.
- C. **Edging & Fascia System:** Fabricate from .040 Kynar Finished Aluminum. Install in ten foot lengths with no exposed fasteners and a full cleat attachment system per SMACNA standards.

4.3 EXECUTION GENERAL

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

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4.3.1 INSULATION PLACEMENT

- A. Install membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure underlayment to the substrate with the required Adhesive with bead spacing at 6" on center.

4.3.2 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
 - 2. Fold back the un-bonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 6 inches. Do not apply bonding adhesive to the splice area.

4.3.3 MEMBRANE SPLICING (6" Adhesive Splice)

- A. Fold the top sheet back and clean the dry splice area (minimum 6 inches wide) of both membrane sheets by scrubbing with clean natural fiber rags saturated with Splice Cleaner or Primer. When using PRE-KLEENED membrane, cleaning the splice area is not required unless contaminated with field dirt or other residue.
- B. Apply Splicing Cement and In-Seam Sealant in accordance with the manufacturer's specifications and roll the top sheet onto the mating surface.
- C. Roll the splice with a 2 inch wide steel roller and wait at least 2 hours before applying Lap Sealant to the splice edge following the manufacturer's requirements.

REQUEST FOR QUOTATION
CRFQ ADJ150000008 - Repair/Replace Roof Welch National Guard Armory

- D. Field splices without In-Seam Sealant must be overlaid with uncured flashing.

4.3.4 MEMBRANE SPLICING (6" Tape Splice)

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B. Fold the top sheet back and clean the dry splice area (minimum 6-1/2 inches wide) of both membrane sheets with Primer as required by the membrane manufacturer.
- C. Where Splice Tape is not pre-applied, apply Splice Tape to bottom sheet with the edge of the release film along the marked line. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant.
- G. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

4.3.5 FLASHING

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

4.3.6 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the owner's drawing.
- B. Adhere walkways pads to the EPDM membrane in accordance with the manufacturer's specifications.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

4.3.7 DAILY SEAL

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

4.3.8 CLEAN UP

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

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. **Vendors must agree to honor submitted pricing through 30 September 2015 as the awarding of this project is contingent upon receipt of Federal funding.**

5.2 Pricing Page: Vendor should complete the Pricing Page/Bid Form included in this solicitation. Contract Item#1 is for the total overall cost to remove and dispose of the existing roof and insulation, and to install a new roof including insulation, gutters, downspouts and flashing. Contract Item#2 is the price per square foot installed for any masonry repairs that may be required and only if those repairs are needed. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

REQUEST FOR QUOTATION
CRFQ ADJ1500000008 - Repair/Replace Roof Welch National Guard Armory

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay invoices as follows, 50% when materials are delivered at the work site, 40% when work is completed, with a 10% retainage to be paid upon receipt of warranties, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ ADJ150000008 - Repair/Replace Roof Welch National Guard Armory

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Pamela Boggs
Telephone Number: 304-429-4233
Fax Number: 304-429-2811
Email Address: pam@boggstroofing.com

EXHIBIT A

CRFQ ADJ1500000008

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE ROOF AT
WELCH NATIONAL GUARD ARMORY
600 STEWART STREET, WELCH, WV

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: Boggs Roofing, Inc.

VENDOR ADDRESS: PO Box 7455

Huntington, WV 25776

TELEPHONE: 304-429-4233

FAX NUMBER: 304-429-2811

E-MAIL ADDRESS: shane@boggsroofing.com

WV CONTRACTOR'S
LICENSE NO. 003858

CONTRACT OVERALL TOTAL COST:

Three Hundred Fifty Thousand Thirty-Five Dollars

(\$ 350,035.00) *** (Contract bid to be written in words and numbers.)

MASONRY REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage):

Fifty-Three Dollars / SQFT

(\$ 53.00 per sq/ft installed) *** (Unit cost to be written in words and numbers.)

The contract will be awarded to the Bidder with the lowest contract overall total cost meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form may result in bid disqualification.

SIGNATURE:  DATE: 05/18/2015

NAME: W. Fred Boggs
(Please Print)

TITLE: President

SOLICITATION NUMBER: CRFQ - ADJ1500000008

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ - ADJ1500000008 ("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:

1. The bid opening remains on 05/13/2015 at 1:30 pm.
2. To provide the following –
 - a. Responses to vendor questions;
 - b. Clarification and revisions to the original specifications after the inspection of the roof at the pre-bid meeting;
 - c. Pre-bid sign-in sheets
 - d. Drawing/roof diagram of the existing roof area; and
 - e. Asbestos report – showing no asbestos on the current roof.

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
CRFO ADJ1500000008 – ADDENDUM No. 1

Questions:

1. There is a metal wrapped fascia behind all existing gutter. Is this fascia to be wrapped with new metal?

Answer) Yes, replace with new metal.

2. Wood nailers are called out to be replaced at all locations. Typically, this refers to only roof blocking. Is fascia blocking to be replaced as well?

Answer) Yes

Clarifications:

- 1) This project does contain federal funding so we must abide by the strict requirements of the Davis-Bacon Act with regard to its use: therefore, prevailing wage rates will apply to this bid regardless of the submitted bids amounts.
- 2) Contractor must remove and dispose of the existing vapor barrier on the entire roof down to the decking and replace/install a new vapor barrier before the installation of the new insulation and the new roofing system.
- 3) The existing vapor barrier has been tested for the presence of asbestos and none was detected in the sampled areas, please see attached report for further details.
- 4) Contractor must raise any roof vents or exhaust fans to 8" above the height of the new roof as needed and if necessary.
- 5) Contractor must install 6" x 6" Flange Back box Aluminum Gutters on all sections of the roof area, regardless of what size gutter may be in place on the existing roof. The color of the gutter, flashing and fascia shall be architectural brown or equal and approved by the owner before installation.
- 6) Contractor will remove and not replace an existing roof hatch and an existing metal utility pole from the lower roof section. Contractor will use the following materials to patch the roof penetrations before the installation of the new vapor barrier, insulation and the new roof system. In place of the roof hatch, install a 60" x 60" x ¼" steel plate and anchor it to the existing concrete deck. In place of the utility pole, install a 12" x 12" x ¼" steel plate and anchor it to the existing concrete deck, also contractor must repair the masonry wall where the utility pole is anchored currently.
- 7) Contractor must remove the existing rock and other aggregate materials from the lower sections of the roof, this material shall be stockpiled in the parking lot of the facility, see owner's representative to coordinate a stockpile location.
- 8) Per request, a drawing of the existing roof area is included as an attachment to this addendum.

Welch National Guard Armory
Roof Replacement

SIGN IN SHEET

PLEASE PRINT

Page 1 of 3
Date: 4/29/2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>SWOPE CONSTRUCTION CO.</u>	<u>1325 BLUEFIELD AVE.</u>	PHONE <u>304-325-0146</u>
Rep: <u>DICK LANORETH</u>	<u>BLUEFIELD, WV 24701</u>	TOLL FREE
Email Address: <u>DLANORETH@SWOPECO.COM</u>		FAX <u>304-327-9444</u>
Company: <u>Mecklenburg Roofing</u>	<u>4270 Woodrum LN</u>	PHONE <u>304-744-8664</u>
Rep: <u>Mark Shaffer</u>	<u>Charleston WV 25313</u>	TOLL cell FREE <u>304-941-6250</u>
Email Address: <u>mark@mecklenburgroofing.com</u>		FAX
Company: <u>G.A. LARGENT & ASSOC</u>	<u>91 OAKMAN LANE</u>	PHONE <u>304-738-4079</u>
Rep: <u>Keith R BLANK</u>	<u>Ridgely W.VA. 26753</u>	TOLL FREE
Email Address: <u>JEFF@GALARGENT.COM</u>		FAX <u>31-304-738-4101</u>
Company: <u>WV DEF</u>	<u>1707 COONSKIN DR</u>	PHONE <u>304-561-6453</u>
Rep: <u>Timothy D Hersman</u>	<u>Charleston WV 25311</u>	TOLL FREE
Email Address: <u>timothy.d.hersman.nlg@mail.mil</u>	<u>Maintenance Supervisor</u>	FAX <u>304-561-6344</u>
Company: <u>FPS Building & Development</u>	<u>1065 Ritter Drive</u>	PHONE <u>304-860-8601 cell</u>
Rep: <u>Robert L Tilley</u>	<u>Beaver, WV. 25813</u>	TOLL FREE <u>888-753-4546</u>
Email Address: <u>leatherneckijs@gmail.com</u>		FAX

SIGN IN SHEET

PLEASE PRINT

Date: 4/22/2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BOGGS ROOFING, INC.</u>	<u>PO Box 7455</u>	PHONE <u>304-429-4233</u>
Rep: <u>SHANE ASHIRE</u>	<u>HUNTINGTON, WV 25776</u>	TOLL FREE
Email Address: <u>shane.boggsroofing.com</u>		FAX <u>304-429-2811</u>
Company: <u>TNT Roofing Products Inc.</u>	<u>251 Hazard Rd.</u>	PHONE <u>304-917-8510</u>
Rep: <u>Lenny Barker</u>	<u>Parkersburg, WV 26104</u>	TOLL FREE
Email Address: <u>lenny.barker@tntroofingproducts.com</u>		FAX <u>304-464-8309</u>
Company: <u>FAIRFAX, INC.</u>	<u>P.O. Box 400</u>	PHONE <u>740/867-2727</u>
Rep: <u>DOAK RUSSELL</u>	<u>CHESAPEAKE, OH 45619</u>	TOLL FREE
Email Address: <u>FAIRFAXINC@AOL.COM</u>		FAX <u>740/867-2727</u>
Company: <u>TRI-STATE ROOFING AND SHEET METAL CO.</u>	<u>PO Box 1231</u>	PHONE <u>304-755-8135</u>
Rep: <u>BRIAN LINVILLE</u>	<u>CHARLESTON, WV 25324</u>	TOLL FREE
Email Address: <u>blinville@tri-stateservice.com</u>		FAX <u>304-755-5275</u>
Company: <u>CFMO</u>	<u>COASTAL DRIVE</u>	PHONE <u>304-561-6629</u>
Rep: <u>Dean Winger</u>	<u>Charleston WV</u>	TOLL FREE
Email Address: _____		FAX _____

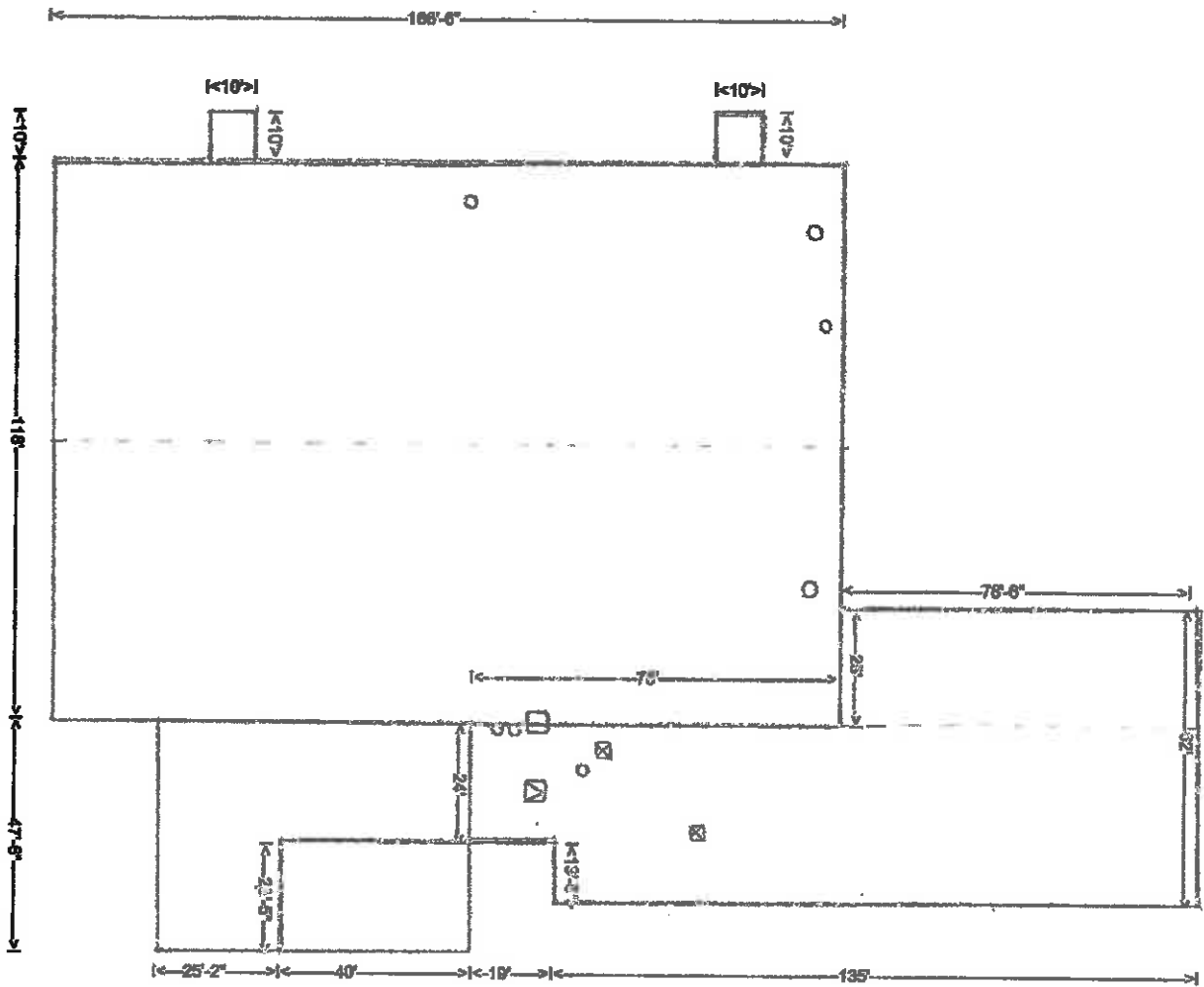
SIGN IN SHEET

PLEASE PRINT

Date: 4/29/2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CFMO</u> Rep: <u>Kenneth Goodson</u>	<u>Coonskin Dr W.V.</u>	PHONE <u>304-561-6337</u> TOLL FREE
Email Address: _____	_____	FAX
Company: _____ Rep: _____	_____	PHONE TOLL FREE
Email Address: _____	_____	FAX
Company: _____ Rep: _____	_____	PHONE TOLL FREE
Email Address: _____	_____	FAX
Company: _____ Rep: _____	_____	PHONE TOLL FREE
Email Address: _____	_____	FAX
Company: _____ Rep: _____	_____	PHONE TOLL FREE
Email Address: _____	_____	FAX



National Guard Armory
600 Stewart Street
Welch, WV 24801

Triad Environmental Consulting, Inc.

2788 1st Avenue, Huntington WV 25702
Phone (304) 523-2195 ▲ Fax (304) 523-2197

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

Tested for: North Coast Commercial Roofing Systems, Inc.
618 5th Street West
Huntington, WV 25701
"Per Client"

Project Number: 075-1404
Triad Report No: 14076

Report for: Lenny Barker
Job Location: Welch National Guard Armory
Method: PLM with Dispersion Staining

Date Received: 3/14/2014
Date Analyzed: 3/17/2014
Date Sampled: 3/12/2014
Analyst: Brian E. Galligan

Partial duplication strictly forbidden.

Page 1 of 1

Sample: 01 Homogeneous: Yes Color: Black Lab No.: 146967	
Location: Drill Hall	
Comments: Vapor Barrier	
ASBESTOS	FIBROUS
None Detected	Fibrous Glass 14 - 16 %
	Non-Fibrous 84 - 86 %
Sample: 02 Homogeneous: Yes Color: Black Lab No.: 146968	
Location: Low Roof	
Comments: Vapor Barrier	
ASBESTOS	FIBROUS
None Detected	Cellulose 19 - 21 %
	Non-Fibrous 79 - 81 %

These results relate only to the samples included in this report.

Brian E. Galligan

Reviewed by Analyst

Brian E. Galligan

Manager, Asbestos Dept.

TEC, Inc. performs all laboratory testing in accordance with EPA approved methods. All testing is performed in accordance with EPA approved methods. All testing is performed in accordance with EPA approved methods. All testing is performed in accordance with EPA approved methods.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ - ADJ1500000008

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 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.

Boggs Roofing, Inc.

Company



/W Fred Boggs

Authorized Signature

05/18/2015

Date

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

SOLICITATION NUMBER: CRFQ - ADJ1500000008

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ - ADJ1500000008 ("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:

1. To move the bid opening date from 05/13/2015 to 05/19/2015 at 1:30 pm.
2. To provide additional clarification regarding this solicitation. See attached.

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

ADJ150000008 – ADDENDUM NO. 2

Welch National Guard Armory Roof Replacement

1. To provide further Clarification and Revisions to the original scope of work and specifications -

Regarding the removal of the old vapor barrier and installation of new vapor barrier as previously outlined in Addendum No.1, **this clarification applies ONLY to the existing roof section over the drill hall area.** Contractor must remove and dispose of any existing vapor barrier on the roof area over the drill hall. No new vapor barrier will be installed in this section of the new roofing system.

2. The bid opening has moved from 05/13/2015 to 05/19/2015 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ - ADJ1500000008

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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 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.

Company

Authorized Signature

Date

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

18 May 2015



From: Firestone Building Products

Project: Welch National Guard Armory / Welch, WV.
Owner: State of West Virginia
WV Division of Engineering & Facilities
1707 Coonskin Drive
Charleston, WV. 25311

Firestone Building Products Company, LLC
250 West 96th Street
Indianapolis, IN 46260
Phone: 317-575-7000
Fax: 317-575-7100

To Whom It May Concern:

Firestone Building Products is pleased to inform you that the roofing system listed below has been reviewed and is eligible for the **20-Year 55mph Wind Speed Firestone Red Shield Warranty**:

Firestone Fully Adhered Roofing System:

Construction: Complete Tear-Off & Reroof
Deck: Structural Concrete
Deck: Tectum
Insulation (1st layer): Firestone ISO 95+, 2.00", 4'x4' boards
Attachment: Firestone ISO TwinPack
Rate: Field/Beads spaced 12.0" o.c.; Perimeter/Beads spaced 6.0" o.c.;
Corners/Beads spaced 4.0" o.c.
Insulation (2nd layer): Firestone Tapered ISO 95+, 2.0" Start, 1/8" Slope, 4'x4' boards
Attachment: Firestone ISO TwinPack
Rate: Field/Beads spaced 12.0" o.c.; Perimeter/Beads spaced 6.0" o.c.;
Corners/Beads spaced 4.0" o.c.
Membrane: .060 Firestone RubberGard EPDM LSFR (Low-Slope Fire Retardant)
Attachment: Firestone BA-2004 T Bonding Adhesive

PERFORMANCE REQUIREMENTS

Performance standards and construction requirements regarding wind uplift and fire resistance are established by the agencies indicated in the construction specification. These agencies' construction requirements are subject to change; please consult the appropriate agencies for full information regarding compliance with their current standards and requirements.

DEFINITION OF PERIMETER AND CORNER AREAS

Following *ANSI/SPRI* guidelines, the perimeter area is defined as the outer boundary of the roof with a width equal to 40% of the building height or 10% of the building width, whichever is less, but not less than 6 feet (1.8 m). The perimeter area may be enlarged depending upon the building configuration. The corner area is defined as the portion of the perimeter area beginning at the intersection of two roof edges and proceeding in both directions a distance equal to the width of the perimeter area. Corner areas on buildings with minimum 3 feet high continuous parapet walls and a maximum 2 inch in 12 inch roof slope can be treated as perimeter areas. For buildings insured by FM Global, please consult *FM Global Data Sheet 1-29* for specific information.

WARRANTY REQUIREMENTS

1. The Applicator must submit a Pre-Installation Notice (PIN) to Firestone, and must include an Approved Roof Drawing (ARD) with their PIN.
2. The roofing system must be installed by a licensed Firestone Red Shield Applicator, and installed in accordance with all current Firestone technical standards, warranty requirements, and detail drawings.
3. The roofing system installation must successfully pass an on-site audit by a Quality Building Services (QBS) Technical Representative, upon substantial completion.



NOBODY COVERS YOU BETTER™
<http://www.firestonebpc.com>



PLEASE NOTE

Firestone does not engage in the practice of architecture or engineering; the Firestone review referenced in this letter is for warranty eligibility purposes. Firestone technical standards are subject to change; please consult the Firestone Technical Database, <http://technicaldatabase.fsbp.com/>, for the most current information regarding Firestone roofing system design guidelines, detail drawings, and product information. The information in this letter expires twelve (12) months after the date shown.

Please feel free to contact me with any questions, and thank you for choosing Firestone.

Sincerely,

FIRESTONE BUILDING PRODUCTS COMPANY, LLC



Herb Clarkson
Regional Technical Coordinator, South Region
1-800-428-4511, Extension 53909
clarksonherb@qbsg.net



NOBODY COVERS YOU BETTER™
<http://www.firestonebpco.com>



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Boggs Roofing, Inc.
of Huntington, WV, as Principal, and Western Surety Co.
of Sioux Falls, SD, a corporation organized and existing under the laws of the State of SD
with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of amount of bid (\$ 5% of bid amount) 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
CRFQ 0603 ADJ1500000008
Welch NGA Roof Replacement

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 13th day of May, 2015.

Principal Seal

Boggs Roofing, Inc.
(Name of Principal)
By Paula A. Boggs
(Must be President, Vice President, or
Duly Authorized Agent)
Vice President
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
Jessica K. C. Adkins
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Joni Lynne Wilson, Geraldine B Pitrolo, John S Wilson, Steven P Thompson, Khristine D Mills, Kathy Marie Marcum, Vance Bunn, Jessica L C Adkins, Carla Jo Dobbins, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of May, 2015.




WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Boggs Roofing, Inc.
(Company)

 W. Fred Boggs, President
(Authorized Signature) (Representative Name, Title)

304-429-4233 304-429-2811 05/18/2015
(Phone Number) (Fax Number) (Date)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____



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

STATE OF WEST VIRGINIA,


COUNTY OF Cabell, TO-WIT:

I, W. Fred Boggs, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Boggs Roofing, Inc.; and,
(Company Name)
- 2. I do hereby attest that Boggs Roofing, Inc.
(Company Name)

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

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

By:  /W. Fred Boggs

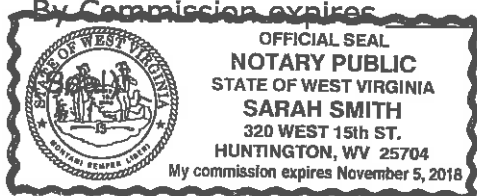
Title: President


Company Name: Boggs Roofing, Inc.

Date: 05/18/2015

Taken, subscribed and sworn to before me this 18 day of May, 2015.

By Commission expires November 5, 2018




(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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.

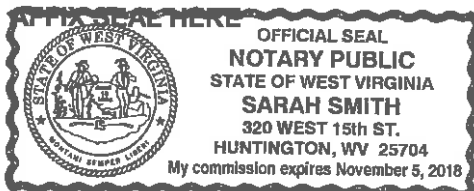
DEFINITIONS:

"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 exceed 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: Boggs Roofing, Inc.Authorized Signature:  Date: 05/18/15State of WVCounty of Cabell, to-wit:Taken, subscribed, and sworn to before me this 18 day of May, 2015.My Commission expires November 5, 2018.NOTARY PUBLIC 

Purchasing Affidavit (Revised 07/01/2012)