



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

General Information Contact Default Values Discount Document Information

Procurement Folder: 151108	SO Doc Code: CRFQ
Procurement Type: Central Contract - Fixed Amt	SO Dept: 0403
Vendor ID: 000000193847	SO Doc ID: DBS1600000003
Legal Name: HITE ASSOCIATES INC	Published Date: 3/14/16
Alias/DBA:	Close Date: 3/29/16
Total Bid: \$334,200.00	Close Time: 13:30
Response Date: 03/28/2016	Status: Closed
Response Time: 14:43	Solicitation Description: Addendum No.05 Roofing System and HVAC replacement
Total of Header Attachments: 0	
Total of All Attachments: 0	



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 151108

Solicitation Description : Addendum No.05 Roofing System and HVAC replacement

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-29 13:30:00	SR 0403 ESR03281600000004496	1

VENDOR

000000193847
 HITE ASSOCIATES INC

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building and facility maintenance and repair services				\$334,200.00

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description : Lump Sum for the Services requested within the solicitation specifications and all issued Addendum as a part of this project.

Exhibit "A"
Proposal Bid Form
For the Following Project:

WEST VIRGINIA SCHOOLS FOR THE DEAF AND BLIND
ELEMENTARY SCHOOL FOR THE DEAF RENOVATIONS
ROMNEY, WEST VIRGINIA

NAME OF Vendor: Hite Associates, Inc.

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

TOTAL BASE BID:

For the sum of: Three Hundred Thirty Four Thousand, Two Hundred Dollars
(\$ 334,200.00).

(Show amount in both words and numbers, In the event of a difference between the written amount and the number amount, the written amount shall govern.)

TOTAL BASE BID Amount is the total of Items A + B+ C

BID BREAKDOWN:

For Owner accounting purposes only, provide a breakdown of the Base Bid, as follows:

Base Bid Item 'A': Roof Replacement for the Elementary School per Drawing No. A1- 2 and as specified. Base Bid Amount includes approximately Nine Thousand Three Hundred Ten (9310) square feet of roof area to be replaced. (Contractor to verify area).

For the sum of: One Hundred Twenty One Thousand, Six Hundred Dollars
(\$ 121,600.00).

(Show amount in both words and numbers, In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Base Bid Item 'B' - Renovations for the Elementary School for the Deaf as indicated on Drawing No. A1-3 and as specified. Base Bid includes approximately Four Hundred Twelve (412) Lineal Feet of eave gutters. (Contractor to verify quantity).

For the sum of: One Hundred Sixty Five Thousand, Six Hundred Dollars
(\$ 165,000.00).

(Show amount in both words and numbers, In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Base Bid Item 'C' - HVAC Unit Replacement (Four (4) Units Total) For Elementary School for the Deaf as indicated on Drawing Nos. A1-4 and A1-5, and as specified.

For the sum of: Forty Seven Thousand Dollars

(\$ 47,000.00)

(Show amount in both words and numbers, In the event of a difference between the written amount and the number amount, the written amount shall govern.)

A Unit Price is an amount stated in the Bid Form as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any Change Orders subsequently requested for the awarded contract. Change Orders will be processed by the West Virginia Purchasing Division.

Unit Price No. 1 for Bid Item 'A':	For repointing brick masonry joints on interior surface of parapet walls, if the actual amount differs from the stated quantity allowance of 150 lineal feet (LF) of masonry joint repointing. See Section 012100 "Allowances" See Section 012200 "Unit Prices"	\$	<u>18.00</u>	Add or Deduct Per Lineal Foot
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Unit Price No. 2 for Bid Item 'B':	For repair and restoration of wood work for built-in gutter including fascia, soffits, and gutter back-up framing, if the actual amount differs from the stated quantity allowance of 50 lineal feet (LF) as measured at eave along building perimeter. See Section 012100 "Allowances" See Section 012200 "Unit Prices"	\$	<u>273.40</u>	Add or Deduct Per Lineal Foot
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END OF PROPOSAL FORM

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hite Associates, Inc.
_____ of Cumberland Maryland, as Principal, and Fidelity and Deposit Company
_____ of Cumberland Maryland, a corporation organized and existing under the laws of the State of _____
Maryland with its principal office in the City of Owings Mills, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total Bid Amount (\$ 5% of the Total 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
Roofing System Replacement, Repair and HVAC Replacement at
The West Virginia School for The Deaf and Blind
Romney, WV

NOW THEREFORE,

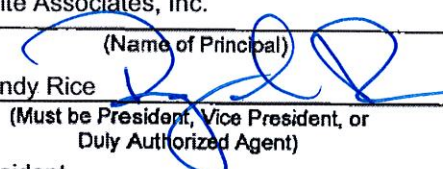
(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement 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 29th day of March, 20 16.

Principal Seal

Hite Associates, Inc.

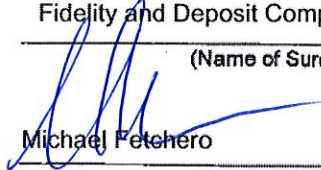
(Name of Principal)
By Randy Rice 

(Must be President, Vice President, or
Duly Authorized Agent)
President

(Title)

Surety Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

Michael Fetchero

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.**

WV Countersignature Holly Kidwell
Holly Kidwell

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Craig E. WENGERD, Michael FETCHERO, Brian E. MCCLOSKEY, Rebeca E. GOBRECHT, Marla K. MAYLES, Edward R. SEWARD, Lisa WINCHESTER, Shelley MCCABE and Jocelyn KAPTAIN, all of Cumberland, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of June, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 15th day of June, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29 day of March, 20 16.



Gerald F. Haley

Gerald F. Haley, Vice President



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

STATE OF WEST VIRGINIA,

COUNTY OF Hampshire, TO-WIT:

I, Randy Rice, after being first duly sworn, depose and state as follows:

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

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

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

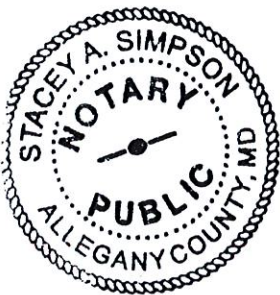
Printed Name: Randy Rice

Signature: [Handwritten Signature]

Title: President

Company Name: Hite Associates, Inc.

Date: 03/03/2016



Taken, subscribed and sworn to before me this 29th day of March, 2016.

By Commission expires 01/23/2019

(Seal)

[Handwritten Signature]
(Notary Public) Stacey Simpson

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: Hite Associates, Inc.

Authorized Signature: [Signature] Date: 03/29/2016

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 29th day of March, 2016.

My Commission expires 01/23/2019, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Stacey Simpson

Purchasing Affidavit (Revised 08/01/2015)

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Hite Associates, Inc.
(Company)

Randy Rice-President-
(Authorized Signature) (Representative Name, Title)

(301) 729-0920, (301) 729-0163, 03/03/2016
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Hite Associates, Inc.

Company

Authorized Signature

03/29/2016

Date

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