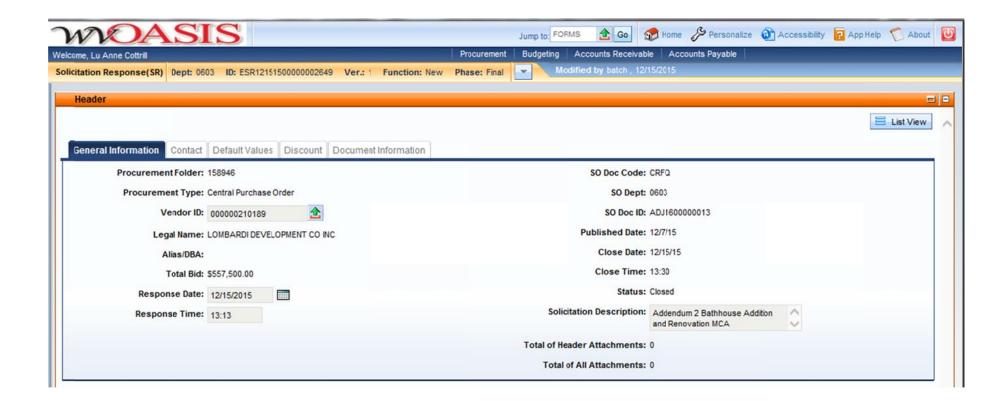


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





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

# State of West Virginia Solicitation Response

Proc Folder: 158946

Solicitation Description: Addendum 2 Bathhouse Addition and Renovation MCA

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-15 13:30:00	SR 0603 ESR12151500000002649	1

### **VENDOR**

000000210189

LOMBARDI DEVELOPMENT CO INC

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BASE BID: Bathhouse Addition and Renovation				\$510,000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

BASE BID: Furnish all the labor, materials, tools, supplies and expendable equipment required to complete a bathhouse addition and renovation at Camp Dawson, in Kingwood (Preston County) WV per the plans and specifications.

Line	Comm Ln Desc	Qty	Unit Issue Unit Price	Ln Total Or Contract Amount
2	Contract Item 2:Alternate No. 1- Window Replacement			\$24,500.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 2: Alternate No. 1 Furnish all the labor, materials, tools, supplies and expendable equipment required to replace the windows of exisiting Building 228, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

Line	Comm Ln Desc	Qty	Unit Issue Unit Price	Ln Total Or Contract Amount
3	Contract Item 3:Alternate No. 2-Building 229 Finishes			\$23,000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Contract Item 3: Alternate No. 2 Furnish all the labor, materials, tools, supplies and expendable equipment required to provide electrical and interior finish modifications in Building 229, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.



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

State of West Virginia Request for Quotation 09 — Construction

Proc Folder: 158946

Doc Description: Addendum 2 Bathhouse Addition and Renovation MCA

Proc Type: Central Purchase Order

### **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:

Lombardi Development Co. 649 Virginia Avenue Follansbee, WV 26037 304-748-5920

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X

FEIN# 55-0768209

DATE 12/15/2015

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

### ADDITIONAL INFORMAITON:

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA NATIONAL GUARD'S CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO COMPLETE A BATHHOUSE ADDITION AND RENOVATION FOR THE MOUNTAINEER CHALLENGE ACADEMY AT CAMP DAWSON, LOCATED NEAR, KINGWOOD (PRESTON COUNTY), WV, PER THE ATTACHED.

PROJECT DOCUMENTS MAY BE OBTAINED AT: CHARLESTON BLUEPRINT 809 QUARRIER STREET CHARLESTON, WV 25301 304-343-7907

CONTRACTOR SHALL PAY ALL COSTS FOR PRINTING, HANDLING, AND MAILING. COSTS ARE NOT REFUNDABLE

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES		FACILITY MAINTENANCE	MANAGER
ADJUTANT GENERALS O	FFICE	CAMP DAWSON ARMY T	RAINING SITE
1707 COONSKIN DR		240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID: Bathhouse Addition and Renovation	8			510,000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

### **Extended Description:**

BASE BID: Furnish all the labor, materials, tools, supplies and expendable equipment required to complete a bathhouse addition and renovation at Camp Dawson, in Kingwood (Preston County) WV per the plans and specifications.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING	& FACILITIES	FACILITY MAINTENANCE I	MANAGER
ADJUTANT GENERALS C	FFICE	CAMP DAWSON ARMY TR	AINING SITE
1707 COONSKIN DR		240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item 2:Alternate No. 1- Window Replacement	1			\$ 24,500.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

### **Extended Description:**

Contract Item 2: Alternate No. 1 Furnish all the labor, materials, tools, supplies and expendable equipment required to replace the windows of exisiting Building 228, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

INVOICE TO		SHIP TO	SHIP TO			
DIVISION ENGINEERING & FACILITIES		FACILITY MAINTENANC	E MANAGER			
ADJUTANT GENERALS OFFICE		CAMP DAWSON ARMY	TRAINING SITE			
1707 COONSKIN DR		240 ARMY RD	240 ARMY RD			
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077			
US		US	US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item 3:Alternate No. 2-Building 229 Finishes	J			\$23,000.06

Comm Code	Manufacturer	Specification	Model #	
72000000				

### **Extended Description:**

Contract Item 3: Alternate No. 2 Furnish all the labor, materials, tools, supplies and expendable equipment required to provide electrical and interior finish modifications in Building 229, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

### SCHEDULE OF EVENTS

<u>Line</u>	Event Date
1	MANDATORY PREBID MEETING 11/19/15 AZD 1151-AIM-1ESST
2	VENDOR QUESTION DEADLINE 12/01/15 AZO4B-MIZESTI

	Document Phase	Document Description	Page 4
ADJ1600000013	Final	Addendum 2 Bathhouse Addition and	of 4
		Renovation MCA	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# December 15, 2015 Submitted by Bidder: Lombardi Development Co. West Virginia Contractor's License Number: WV 030137 For: BATHHOUSE ADDITION AND RENOVATION Camp Dawson - Kingwood, West Virginia QUALIFICATIONS FOR BIDDER: The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations:

Submitted To:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affection the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete Addition and Renovation of the Bathhouse Addition and Dorm Renovation, Camp Dawson - Kingwood, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

CONTRACT BID ITEM NO. I (BASE BID):	
Five hundred ten thousand dollars	
s <u>510,000.00</u>	
(The Base Bid includes all work including allowances indicated in Drawings and Specifications, EXC work indicated under Alternate Bid Items described in Section II of the Bid Form.)	EPT
ALTERNATES:	-

The stated Base Bid is subject to the following additions or deductions for Alternates that the Owner may select. ('Provide' means 'furnish and install'. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

CONTRACT BID ITEM NO. 2 - (ALTERNATE NO. I - WINDOW REPLACEMENT):  ADD the sum of:
Twenty-four thousand five hundred dollars
CONTRACT BID ITEM NO. 3 - (ALTERNATE NO. 2 - BUILDING 229 FINISHES):  ADD the sum of:
Twenty-three thousand dollars 23,000.00

### CONTRACT AWARD:

ALTERNATES:

The Contract is intended to provide the agency with a purchase price for the Contracted items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Bid Item No. 1 (Base Bid). Bid Item No. 2 - Alternate No. 1; Bid Item #3 - Alternate No. 2 will be awarded if funds are available. Owner will select Alternate Bid Items in the order they are presented in the bid documents, and the Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project.

### TIME OF COMPLETION:

if awarded the contract, I (we) agree to perform the work to completion and ready for operation and use no later than **One Hundred Eighty (180) Calendar Days** from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.

### ACCEPTANCE PERIOD:

The Bidder certifies that this bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that the Base Bid shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Alternate Bids shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

1 - 11/23/15

2 - 12/07/15

SIGNATURE OF BIDDER:

Firm: Lombardi Development Co. By:

Address: 649 Virginia Avenue

Title: President

Address: Follansbee, WV 26037

Phone: 304-748-5920

Tax Cert. # \_\_55-0768209

Address:

END OF SECTION !

Fax:

304-748-8488

### CERTIFICATIONAND 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.

Lombardi Development Co.

(Company)

Paul M. Lombardi II, President

(Authorized Signature) (Representative Name, Title)

304-748-5920 304-748-8488 12/15/2015

(Phone Number) (Fax Number) (Date)

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ1600000013

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.

	umbers Received: ox next to each addendum rece	eived)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
I further unde discussion hel	rstand that any verbal represe ld between Vendor's represen	entation tatives	ddenda may be cause for rejection of this bid. made or assumed to be made during any oral and any state personnel is not binding. Only ne specifications by an official addendum is
Lombardi I Company Authorized Si	Development Co.  gnature		
December 1 Date	5, 2015		
NOTE: This document production		nt shou	ald be submitted with the bid to expedite

### **BID BOND**

	KNOW ALL MEN BY THESE PI	RESENTS, That we, the	ne undersigned, <sub>.</sub>	Lombardi Devel	opment Com	pany, Inc.
of	Follansbee	,WV	, as l	Principal, and Inter	national Fidelit	y Insurance Company
of	Newark,	NJ	_, a corporation o	rganized and exist	ing under the I	aws of the State of
NJ	with its principal office	in the City of	Newark	_, as Surety, are	held and firmly	y bound unto the State
of West	t Virginia, as Obligee, in the penal	sum of Five Percent	t of Amount Bid	(\$	5%) for	r the payment of which,
well and	d truly to be made, we jointly and	severally bind ourselv	es, our heirs, adr	ninistrators, execu	tors, successo	rs and assigns.
	The Condition of the above of	oligation is such that	whereas the Pri	ncipal has submitt	ted to the Pur	chasing Section of the
Departr	ment of Administration a certain bi	d or proposal, attache	d hereto and ma	de a part hereof, to	enter into a c	ontract in writing for
West '	Virginia Air National Guard Ba	athhouse Addition a	nd Renovation			
						,
	NOW THEREFORE,					
	(a) If said bid shall be reje	ated or				
	(b) If said bid shall be ad	cepted and the Prince	ipal shall enter i	nto a contract in	accordance w	ith the bid or proposal
attache	d hereto and shall furnish any oth	ner bonds and insuran	ce required by th	e bid or proposal,	and shall in all	other respects perform
	eement created by the acceptance e and effect. It is expressly unde					
	exceed the penal amount of this o					
	The County for the value was in			h	-14 0	l'in bandahall balana
way imi	The Surety, for the value receiv paired or affected by any extens					
	otice of any such extension.			, , ,		,
	MITNESS the following signatu	eros and soals of Dring	inal and Curatu	aveauted and seel	ad bu a neanan	e officer of Dringing and
0	WITNESS, the following signature					
Surety,	or by Principal individually if Princi	cipai is an individual, ti	nis <u>rour</u> day	of Decemb	ei,	015
Data da a	10-1			Lombardi Deve	Tonmont Co	mnany Inc
Principa	al Seal			LOTTIDATUT DEVE	(Name of Rri	
				- 04	201	,
				By (Must be	President, Vic	ce President, or
					Ouly Authorized	
				Paul m. La	mbarditt	President
				- OLIA, 1777-1973	(Title)	<i>,</i>
Surety S	Seal			International Fi		
					(Name of Su	rety)
				5/	100	
				By: / //	1 pm	
				Nicholas A. Sp	arachane	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.

### **POWER OF ATTORNEY**

### INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SUSAN K BOORD, NICHOLAS A. SPARACHANE

Wheeling, WV.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity
Insurance Company) and President (Allegheny
Casualty Company)

What hit

1936
\*\* OFWINSYLVENIE \*\*

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

10th

day of

December

Maria H. Seranco

2015

MARIA BRANCO, Assistant Secretary

Purchasing Affidavit (Revised 07/01/2012)

### 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.

### 

NOTARY PUBLIC OFFICIAL SEAL STATE OF WEST VIRGINIA JEAN GALOWNIA 1371 LICK RUN RD WEIRTON WV 26062 MY COMMISSION EXPIRES DEC. 15, 2023



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

STATE OF WEST VIRGINIA,	
COUNTY OF Brooke	TO-WIT:
I, Paul M. Lombardi II , a	fter being first duly sworn, depose and state as follows:
1. I am an employee ofL	ombardi Development Co. ; and, (Company Name)
2. I do hereby attest that Lo	ombardi Development Co. (Company Name)
maintains a valid written dr policy is in compliance with	ug free workplace policy and that such <b>West Virginia Code</b> §21-1D.
The above statements are sworn t	to under the penalty of perjury.
	y: President
	The state of the s
	ompany Name: Lombardi Development Co.
D	Pate: December 15, 2015
	efore me this 15th day of December , 2015 .
STATE OF WEST VIRGINIA  JEAN GALOWNIA  1371 LICK RUN RD  WEIRTON WV 26062  MY COMMISSION EXPIRES DEC. 15, 2023	Jean Halowia

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.