



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

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 214515

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0506

Vendor ID: 000000205155

SO Doc ID: MHC1700000001

Legal Name: KALKREUTH ROOFING & SHEET METAL INC

Published Date: 7/29/16

Alias/DBA:

Close Date: 8/16/16

Total Bid: \$220,000.00

Close Time: 13:30

Response Date: 08/16/2016

Status: Closed

Response Time: 10:00

Solicitation Description: ADDENDUM_1: BALLASTED ROOFING SYSTEM

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 : 214515
Solicitation Description : ADDENDUM_1: BALLASTED ROOFING SYSTEM
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-08-16 13:30:00	SR 0506 ESR08161600000000695	1

VENDOR
000000205155 KALKREUTH ROOFING & SHEET METAL INC

Solicitation Number: CRFQ 0506 MHC1700000001

Total Bid : \$220,000.00 **Response Date:** 2016-08-16 **Response Time:** 10:00:30

Comments:

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature on File	FEIN #	DATE
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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	REPLACEMENT OF EXISTING BALLASTED ROOFING SYSTEM	1.00000	LS	\$220,000.000000	\$220,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :	Section 4.1.1 - All labor, materials, equipment, and anything incidental to replace the existing ballasted roof with a fully adhered EPDM roofing system. 100% STATE FUNDED
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kalkreuth Roofing & Sheet Metal, Inc.
of 53-14th Street, Suite 100, Wheeling, WV 26003, as Principal, and United States Surety Company
of 20 W. Aylesbury Road, Timonium, MD 21093, a corporation organized and existing under the laws of the State of MD
with its principal office in the City of Timonium, MD, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 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
Replacement of Existing Ballasted Roofing System John Manchin Sr. Health Care Center

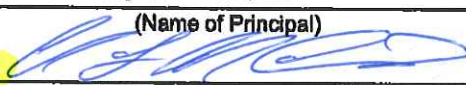
NOW THEREFORE,

- (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 16 day of August, 20 16.

Principal Seal

Kalkreuth Roofing & Sheet Metal, Inc.
(Name of Principal)
By 
(Must be President, Vice President, or Duly Authorized Agent)
Chad L. McLeish, VP of Estimating
(Title)

Surety Seal

United States Surety Company
(Name of Surety)

Courtney Judge 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

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Douglas Dixon, Laura Scholze, Thomas Whipple, Brian S. McCoog, Courtney Judge

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16 day of August, 2016.

Corporate Seals



Bond No. Bid
Agency No. 8233

Kio Lo, Assistant Secretary

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE (Lump Sum)
4.1.1	Lump Sum Total Cost for all labor, materials, equipment, and anything incidental to replace the existing ballasted roof with a fully adhered EPDM roofing system.	1 (Lump Sum Total Cost)	\$ <u>220,000.00</u>

* Award will be made to lowest overall total lump sum cost, meeting specifications*

Vendor Name Kalkreuth Roofing and Sheet Metal, Inc.

Vendor Address 53 14th Street, Suite 100
Wheeling, West Virginia 26003

Remit Address PO Drawer 6399
Wheeling, West Virginia 26003

Phone # 304-232-8540

Fax # 304-232-8552

Email estimatingwv@krsm.net

Signature  / Chad L. McLeish, VP of Estimating



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

STATE OF WEST VIRGINIA,


COUNTY OF Ohio **, TO-WIT:**

I, Chad L. McLeish, VP of Estimating, after being first duly sworn, depose and state as follows:

1. I am an employee of Kalkreuth Roofing and Sheet Metal, Inc.; and,
(Company Name)
2. I do hereby attest that Kalkreuth Roofing and Sheet Metal, 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: 
Chad L. McLeish

Title: VP of Estimating

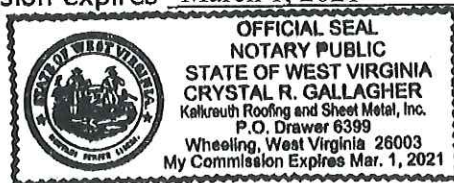
Company Name: Kalkreuth Roofing and Sheet Metal, Inc.

Date: 8/16/16

Taken, subscribed and sworn to before me this 16 day of August, 2016

By Commission expires March 1, 2021

(Seal)




(Notary Public) Crystal R. Gallagher

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 exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Kalkreuth Roofing and Sheet Metal, Inc.Authorized Signature: 

Chad L. McLeish, VP of Estimating

Date: 8/16/16State of West VirginiaCounty of Ohio, to-wit:Taken, subscribed, and sworn to before me this 16 day of August, 2016.My Commission expires March 1, 2021.**AFFIX SEAL HERE****NOTARY PUBLIC**


Crystal R. Gallagher
Purchasing Affidavit (Revised 07/01/2012)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 MHC1700000001

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

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

Kalkreuth Roofing and Sheet Metal, Inc.

Company


Authorized Signature

Chad L. McLeish, VP of Estimating

8/16/2016

Date

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000246

Classification:

SPECIALTY
ROOFING

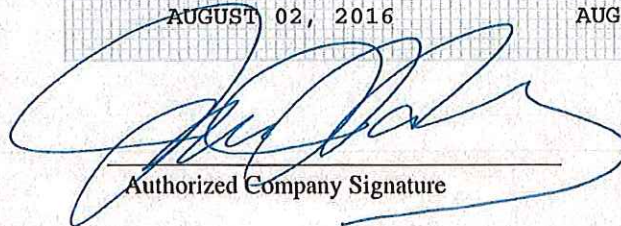
KALKREUTH ROOFING & SHEET METAL INC
DBA KALKREUTH ROOFING & SHEET METAL INC
53 14TH STREET SUITE 100
WHEELING, WV 26003

Date Issued


Expiration Date

AUGUST 02, 2016

AUGUST 02, 2017



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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