



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 1

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 694788

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0403

Vendor ID: VC0000052464

SO Doc ID: DBS2000000003

Legal Name: H &amp; W CONSTRUCTION CO

Published Date: 3/20/20

Alias/DBA:

Close Date: 4/6/20

Total Bid: \$297,235.00

Close Time: 13:30

Response Date: 04/03/2020

Status: Closed

Response Time: 13:58

Solicitation Description: Addendum No 3 - Classroom reconfiguration construction

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

Proc Folder : 694788

Solicitation Description : Addendum No 3 - Classroom reconfiguration construction

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-06 13:30:00	SR 0403 ESR04032000000005677	1

VENDOR

VC0000052464

H & W CONSTRUCTION CO

Solicitation Number: CRFQ 0403 DBS2000000003

Total Bid : \$297,235.00

Response Date: 2020-04-03

Response Time: 13:58:21

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

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 Construction and Maintenance Services				\$297,235.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :	Building and Facility Construction and Maintenance Services



EXHIBIT A – PRICING PAGE  
West Virginia School for Deaf and Blind  
Classroom Reconfiguration and Related Construction

---

Name of Vendor:

H&amp;W Construction Company

Address of Vendor:

1025 Martinsburg Pike  
P.O. Box 2468  
Winchester, VA 22604

Phone Number of  
Vendor:

540-667-3752

WV Contractors License  
No.

WV- 000300

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

**Total Bid Amount****Total Bid Amount:**

Lump sum for all labor,  
materials, and equipment as  
defined in the Bidding  
Documents.

**Written in numbers.**# 297,235<sup>00</sup>**Total Bid Amount:**

Lump sum for all labor,  
materials, and equipment as  
defined in the Bidding  
Documents.

**Written in words.**

TWO HUNDRED NINETY SEVEN THOUSAND TWO  
HUNDRED THIRTY FIVE & 00/100

Signature:



Date: 4/2/20

Name (Print): William Aikens

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

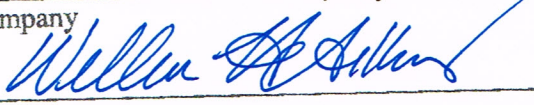
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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 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.

H&W Construction Company  
Company  
  
Authorized Signature

4/3/20  
Date

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



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, William Aikens, after being first duly sworn, depose and state as follows:

1. I am an employee of H&W Construction Company; and,  
(Company Name)
2. I do hereby attest that H&W Construction Company  
(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: William Aikens

Signature: 

Title: Vice President

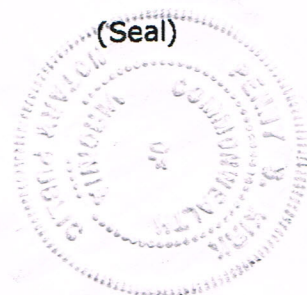
Company Name: H&W Construction Company

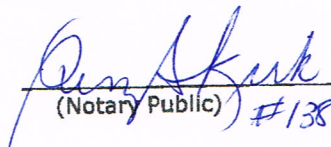
Date: 4/3/20

Taken, subscribed and sworn to before me this 3rd day of April, 2020.

By Commission expires August 31 2022

(Seal)



  
(Notary Public) #138933



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: Classroom reconfiguration at WV School for the Deaf & Blind

Agency Requesting Work: H&W Construction Company

**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: H&W Construction Company

Vendor Telephone: 540-667-3752

Vendor Address: 1025 Martinsburg Pike  
Winchester, VA 22601

Vendor Fax: 540-662-3752

Vendor E-Mail: william@aikensgroup.com



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: H&W Construction Company

Authorized Signature: [Signature] Date: 4/2/20

State of Virginia

County of FREDERICK to-wit:

Taken, subscribed, and sworn to before me this 2nd day of APRIL, 2020

My Commission expires August 31, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature] #138933

Purchasing Affidavit (Revised 01/19/2018)



PO Box 2468  
Winchester, VA 22604  
(540) 667-3752  
Hwconstructioncompany.com

April 3, 2020

Department of Administration  
Purchasing Division  
2019 Washington St. E  
Charleston, WV 25305

Attn: Purchasing Division, Attn: Guy L. Nisbet

Ref.: School for the Deaf and Blind  
301 East Main Street Romney West Virginia  
Solicitation No. CRFQ 0403 DBS2000000003

Guy,

We are pleased to offer you our proposal for the on the Classroom reconfiguration and related construction at the WV School for the Deaf and Blind. Our proposal is based on the following Documents, Scope of Work, Clarifications, and Exclusions:

**BID DOCUMENTS:**

Per Solicitation No. CRFQ 0403 DBS2000000003  
Addendum #1, Addendum #2, and Addendum #3  
Bid Date 2020.04.06, 1:30 pm.  
Deaf School Rooms #102/104 and #103/105  
Blind School Rooms #101A, 101, 103, 103A, 105/107, and Corridor # 24  
Blind School Rooms #207/209, 209A, 209B, and 210/212

**GENERAL CONDITIONS SCOPE OF WORK:**

- Execute and administer Subcontracts with all approved subs.
- Coordinate and conduct progress updates with the staff.
- Onsite Project Supervision.
- Building permits.
- Jobsite signage and barricades to protect the staff from the work zone.
- Temporary sanitary Facilities.
- Licensing & insurance.



**DEMOLITION SCOPE OF WORK:**

- All demolition to be in accordance with Exhibit "B" of the Solicitation.
- Remove and store white boards, bulletin boards, smart boards, etc.
- Remove and cap off all existing plumbing fixtures.
- Remove and store wood shelving, cabinets, bookcases, etc.
- Remove and dispose of wood shelving, cabinets, bookcases, etc.
- Remove and dispose of carpet, VCT, and wall base from rooms.
- Abate, remove and dispose of asbestos floor tiles as per OSHA and AHERA regulations.
- Terminate light and outlet circuits as necessary, unless they are to be used for the new lights and/or outlets.
- Remove and dispose of ceiling light fixtures as directed, LED fixtures will be saved and re-used as approved.
- Remove and dispose of the suspended ceilings and grids.
- Coil up any IT cables above the ceiling level.
- Remove and store (3) door panels with hardware. Frames to be disposed of.
- Remove and dispose of CMU block walls separating the classrooms.
- Remove and dispose ceiling mounted and floor mounted HVAC units and accessories.

**NEW CONSTRUCTION SCOPE OF WORK:**

- All new construction to be in accordance with Exhibit "B" of the Solicitation.
- Close in 3 door openings with metal studs and drywall.
- Frame wall with 90 minute rated double doors and hardware in Corridor 24.
- Frame around roof drain pipe in Room 209, with access panel.
- Enlarge existing masonry wall openings for (5) PTAC's.
- Add new masonry openings for (2) PTAC's.
- Install (7) Owner supplied PTAC's.
- Add "sandwich panel" to seal the existing wall openings where the ceiling mounted HVAC unit has been deleted.
- Extend any electric outlets to new locations on the outside walls of each room with wire mold as needed.
- Furnish and install new acoustical ceilings with insulation as specified, includes a reflected ceiling plan submitted for approval. **Note: installing insulation on top of the suspended ceilings (Blind Rooms) may void the fire rating for those ceilings.**
- Furnish and install new LED lighting thru out, with wiring, etc., (8) existing LED fixtures to be re-used.
- Patch all incidental holes in the walls to prep for paint
- Prep and paint all walls as per specifications provided.
- Adjust height of existing sprinkler heads where new ceiling height is lowered.
- Add/relocate sprinkler heads as directed and per code requirements.

**CLARIFICATIONS:**

- Payment terms to be progress billing, due net 30 days, with 10% retention, per AIA document. Retention to be paid new 30 days after completion of the project.
- Warranty to be 1 year on labor and materials supplied.

**EXCLUSIONS:**

- Furnishing a new Simplex control panel for the fire alarm system. If deemed necessary or recommended by Simplex or Owner due to upgrades, this would be at additional costs.
- Reinstallation of the white boards, bulletin boards, smart boards, etc., is not included.
- Reinstallation of and cabinets, bookshelves, etc., is not included.
- PTAC units, including wall sleeves, grilles, and condensate drain kits.
- Night and weekend work
- Any repairs, remodeling, or new construction not specifically listed in H&W Construction's scope of work is excluded. Additional work if encountered will be reviewed and priced to the owner / general contractor prior to performing any additional work.
- Sitework is not including in this proposal. However, if any site areas are damaged from our equipment we will fix the area, seed and straw as needed.
- Removal or relocating of existing utilities unless otherwise specifically indicated.

Sincerely,



**William Aikens**

**Acceptance**

**Signature:** \_\_\_\_\_ **Date of Acceptance** \_\_\_\_\_

**Note: This proposal may be withdrawn by us if not accepted within 90 days. ~~Acceptance of Proposal:~~**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, H & W Construction Company, Inc.  
\_\_\_\_\_ of Winchester, \_\_\_\_\_ VA \_\_\_\_\_, as Principal, and Nationwide Mutual Insurance  
Company of Columbus, \_\_\_\_\_ OH \_\_\_\_\_, a corporation organized and existing under the laws of the State of  
\_\_\_\_\_ OH \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_ OH \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Reconfigure Existing Individual Classrooms Into Larger Multi-Grade/Multi-Instructional Classrooms  
\_\_\_\_\_  
\_\_\_\_\_

#### NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

6th day of April, 2020.

Principal Corporate Seal



Surety Corporate Seal

H & W Construction Company, Inc.

(Name of Principal)

By

William D. Arthur

(Must be President or  
Vice President)

Vice President

(Title)

Nationwide Mutual Insurance Company

(Name of Surety)

By:

Leah G. Moore

Leah G. Moore Attorney-in-Fact

Surety Phone No. 614-249-7111

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

LAURIE A DAUGHERTY; LEAH G MOORE; CHELSEA E BRETCHER; BRADLEY HARGER; JESSICA WRIGHT; NEIL B  
BILLER; CHRISTOPHER B PULLIAM;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)**

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

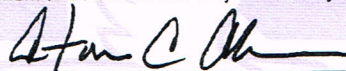
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

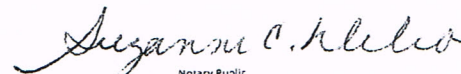
## ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



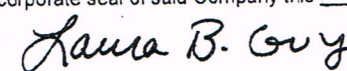
Suzanne C. Delio  
Notary Public, State of New York  
No. 0206512649  
Qualified in Westchester County  
Commission Expires September 16, 2021

  
Notary Public  
My Commission Expires  
September 16, 2021

## CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 6<sup>th</sup> day of April, 2020.



Assistant Secretary

BDJ 1(02-19)00