



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: 724824

Doc Description: Charleston Armory Roof Replacement(s)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-07	2020-05-27 13:30:00	CRFQ 0603 ADJ2000000029	1

BID REPRESENTATION

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

VENDOR

Vendor Name, Address and Telephone Number:
FAIRFAX, INC
P.O. Box 400
CHESAPEAKE, OH 45619-0400
740-867-2727

RECEIVED
 2020 JUN -4 AM 11:48
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 658-2544
tara.l.yle@wv.gov

Signature: *[Handwritten Signature]* FEIN # 55-0672983 DATE 06/04/2020

All offers subject to all terms and conditions contained in this solicitation
E. OAK RUSSELL - PRESIDENT

EXHIBIT A
RFQ # ADJ2000000029

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE EPDM ADHERED ROOFING SYSTEMS ON BUILDING 1703 (HEADQUARTERS) AND ON THE RETIRED RECORDS BUILDING (OLD FMS SHOP) AT THE CHARLESTON NATIONAL GUARD ARMORY COMPLEX 1703 COONSKIN DRIVE, CHARLESTON, WV 25311

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: FAIRFAX, INC.
VENDOR ADDRESS: 114 COUNTY ROAD 3
P.O. Box 400
CHESAPEAKE, OH 45619
TELEPHONE: 740-867-2727
FAX NUMBER: 740-867-2727
E-MAIL ADDRESS: FAIRFAXINC@AOL.COM
WV CONTRACTOR'S LICENSE NO. WV008334

CONTRACT COST: BID-ITEM NO.1-Purchase and installation to replace existing roof system of Building #1703 Charleston Armory Headquarters:

(\$ No Bid) *** (Contract bid to be written in words and numbers.)

BID ITEM NO. 2- Purchase and installation to replace existing roof system on Retired Records Building (Old FMS Shop):

NINETY SIX THOUSAND DOLLARS AND ZERO CENTS
(\$ 96,000⁰⁰) *** (Contract bid to be written in words and numbers.)

CONTRACT OVERALL TOTAL COST: BID ITEM NO.1 plus BID ITEM NO. 2:

(\$ No Bid) *** (Contract bid to be written in words and numbers.)

UNIT PRICE BID ITEMS ARE LISTED BELOW. THIS PRICING IS REQUIRED ONLY IN CASE DAMAGE IS DISCOVERED AND NEEDS TO BE REPAIRED ONCE THE OLD ROOF SYSTEMS ARE REMOVED.

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

TWELVE DOLLARS AND ZERO CENTS

(\$ 12⁰⁰ per sq/ft installed) *** (Unit cost to be written in words and numbers.)

WOOD BLOCKING REPAIR/REPLACEMENT, PRICE PER LINEAL FOOT INSTALLED (If needed to replace due to damage):

FOUR DOLLARS AND ZERO CENTS

(\$ 4⁰⁰ per lineal/ft installed) *** (Unit cost to be written in words and numbers.)

MASONRY COATING APPLICATION, PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage, per specification Section 099653):

TWENTY FIVE DOLLARS AND ZERO CENTS

(\$ 25⁰⁰ per sq/ft installed) *** (Unit cost to be written in words and numbers.)

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

SIGNATURE:

R. Noah Russell

DATE:

06-04-2020

NAME:

R. NOAH RUSSELL - PRESIDENT
(Please Print)

TITLE:

PRESIDENT

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

R. DOAK RUSSELL - PRESIDENT
 (Name, Title)
R. Doak Russell - PRESIDENT
 (Printed Name and Title)
P.O. Box 400, CHESAPEAKE, VA 45619-0400
 (Address)
740-867-2727 740-867-2727
 (Phone Number) / (Fax Number)
FAIRFAXINC@AOL.COM
 (email address)

CERTIFICATION AND SIGNATURE: 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.

FAIRFAX, INC
 (Company)
R. Doak Russell - PRESIDENT
 (Authorized Signature) (Representative Name, Title)
R. DOAK RUSSELL - PRESIDENT
 (Printed Name and Title of Authorized Representative)
06/04/2020
 (Date)
740-867-2727 740-867-2727
 (Phone Number) (Fax Number)

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: FAIRFAX INC
Contractor's License No.: WV- 008334

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

REQUEST FOR QUOTATION
CRFQ ADJ2000000029 - Roof Replacement(s) Charleston National
Guard Armory Complex

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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: DOAK RUSSELL

Telephone Number: 740-867-2727

Fax Number: 740-867-2727

Email Address: FAIRFAXINCE AOC.COM

- a. **Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO ADJ20000000029

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.

FAIRFAX, INC.
Company

R. Jack Russell - PRESIDENT
Authorized Signature

06/04/2020
Date

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

Agency Partners Insurance
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Fairfax, Inc
of 114 Cty Rd 3 PO Box 400 Chesapeake, OH 45619, as Principal, and RLI Insurance Company
of 9025 N Lindbergh D, Peoria, IL 61615-3967, a corporation organized and existing under the laws of the State of Illinois
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of One Hundred Twenty-Five Thousand (\$125,000.00) 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
State of WV Purchasing Division 2019 Washington St E, Charleston, WV 25305
Charleston Armory Retired Records Building Job beginning June, 2020 with 45 day completion/ 1,200 penalty
5% (2 Yr maintenance bond required 50% delivery of material , 40% at completion, 10% at closeout

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 Oblige 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 1st day of June, 2020

Principal Seal

R. Doak Russell

(Name of Principal)

By _____

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

President

(Title)

RLI Insurance Company

(Name of Surety)

Surety Seal

Donita J. Burr
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

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Donita J. Burns, Clarence O. Lykins, II, jointly or severally

in the City of Huntington, State of West Virginia its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 31st day of October, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 31st day of October, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 25th day of May, 2020.

By: Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson Corporate Secretary



West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **RLI INSURANCE COMPANY**, domiciled in the State of **ILLINOIS**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia:

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)
 CASUALTY - ARTICLE 1, SECTION 10(e)
 CASUALTY - ARTICLE 1, SECTION 10(e)(14)
 FIRE - ARTICLE 1, SECTION 10(c)
 MARINE - ARTICLE 1, SECTION 10(d)
 SURETY - ARTICLE 1, SECTION 10(f)(1)
 SURETY - ARTICLE 1, SECTION 10(f)(2)
 SURETY - ARTICLE 1, SECTION 10(f)(3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2017, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2016.

Michael D. Riley

Michael D. Riley
Insurance Commissioner

NAIC # 13056

WV File # 0885

WV-73
Approved / July 7, 2017



**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, R. DOAK RUSSELL, after being first duly sworn, depose and state as follows:

- 1. I am an employee of FAIRFAX, INC.; and,
(Company Name)
- 2. I do hereby attest that FAIRFAX, 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: R DOAK RUSSELL
 Signature: R Doak Russell
 Title: PRESIDENT
 Company Name: FAIRFAX, INC.
 Date: MAY 20, 2020

Taken, subscribed and sworn to before me this 20th day of MAY, 2020.

By Commission expires NOVEMBER 13, 2024

(Seal)



Donita J. Burns
(Notary Public)

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: FAIRFAX, INC.

Authorized Signature: [Signature] Date: MAY 20, 2020

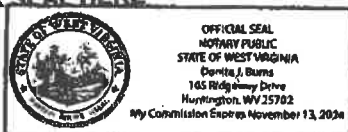
State of WEST VIRGINIA E. SOAK RUSSELL - PRESIDENT

County of CABEL, to-wit

Taken, subscribed, and sworn to before me this 20th day of MAY, 2020

My Commission expires NOVEMBER 13, 2024, 20

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 01/19/2018)