



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

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 766606

Procurement Type: Central Purchase Order

Vendor ID: 00000210189

Legal Name: LOMBARDI DEVELOPMENT CO INC

Alias/DBA:

Total Bid: \$470,500.00

Response Date: 09/02/2020

Response Time: 13:20

Responded By User ID: jrg

First Name: Jean

Last Name: Galownia

Email: jean@lombardicompanie

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2100000018

Published Date: 8/21/20

Close Date: 9/2/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 - Camp Dawson
Rappel Tower Support Facilities

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Camp Dawson Rappel Tower Support Facilities				470500.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Provide and furnish all labor, materials, tools, expendable equipment and all services for the Camp Dawson Rappel Tower Support Facilities on Camp Dawson, near Kingwood WV per the attached specifications and documentation.



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: 766606

Doc Description: Addendum No. 1 - Camp Dawson Rappel Tower Support Facilities

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-21	2020-09-02 13:30:00	CRFQ 0603 ADJ2100000018	2

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. Inc.
 649 Virginia Avenue
 Follansbee, WV 26037
 304-748-5920

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN # 55-0768209

DATE 09/02/2020

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

ADDITIONAL INFORMATION:

Addendum No. 1 -

1. To provide copies of the Pre-bid meeting sign-in sheets.
2. To provide responses to the vendor questions.
3. To provide revisions to Technical Specifications and Drawings.
4. The bid opening remains on 09/02/2020 at 1:30 pm.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Camp Dawson Rappel Tower Support Facilities				470,500.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Provide and furnish all labor, materials, tools, expendable equipment and all services for the Camp Dawson Rappel Tower Support Facilities on Camp Dawson, near Kingwood WV per the attached specifications and documentation.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory pre-bid meeting at 10:30 am	2020-08-18
3	Technical questions due by 12:00 pm	2020-08-20

ADJ2100000018	Document Phase Final	Document Description Addendum No. 1 - Camp Dawson Rappel Tower Support Facilities	Page 3 of 3
----------------------	--------------------------------	--	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1703 Coonskin Drive
Charleston, WV 25301

1.02 FOR:

- A. Project: Camp Dawson Rappel Tower Support Facilities
Camp Dawson
Preston County, WV

1.03 DATE: 09/02/2020 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Lombardi Development Co. Inc
1. Address 649 Virginia Ave
2. City, State, Zip Follansbee, WV 26037

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Bid Amount: Four hundred seventy thousand
five hundred dollars
(\$470,500.00), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 08/21/2020
 2. Addendum # _____ Dated _____
 3. Addendum # _____ Dated _____
 4. Addendum # _____ Dated _____

1.08 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. State of WV Purchasing Affidavit
 2. WV Contractor's License

WV Army National Guard - Camp Dawson Rappel Tower Support Facilities

1.09 BID FORM SIGNATURE(S)

- A. Paul M. Lombardi II
- B. (Bidder - print the full name of your firm)
- C. Paul M. Lombardi II, President
- D. (Authorized signing officer, Title)

1.10 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION 00 41 00



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lombardi Development Company, Inc.
of Follansbee, WV, as Principal, and Harco National Insurance Company
of Raleigh, NC, a corporation organized and existing under the laws of the State of
IL with its principal office in the City of Raleigh, 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
Camp Dawson Rappel Tower Support Facilities

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 2nd day of September, 2020.

Principal Seal

Lombardi Development Company, Inc.
(Name of Principal)
By: Karoleed Lombardi
(Must be President, Vice President, or
Duly Authorized Agent)
Vice President
(Title)

Surety Seal



Harco National Insurance Company
(Name of Surety)
By: Nicholas A. Sparachane
Nicholas A. Sparachane 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
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Bid Bond
Principal Lombardi Development Company, Inc.
Obligee State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Nicholas A. Sparachane

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th of December, 2018

***RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 2nd day of September, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 2nd day of September, 2020, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 2nd day of September, 2020

Irene Martins, Assistant Secretary



**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, Karolee D. Lombardi, after being first duly sworn, depose and state as follows:

1. I am an employee of Lombardi Development Co. Inc.; and,
(Company Name)
2. I do hereby attest that Lombardi Development Co. 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: Karolee D. Lombardi

Signature: *Karolee D. Lombardi*

Title: Vice-President

Company Name: Lombardi Development Co. Inc

Date: 09/02/2020

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

By Commission expires 7/14/2025

(Seal)



Jessica Russell
(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: Lombardi Development Co Inc

Authorized Signature: *Paul M. Z...* Date: 09/02/2020

State of West Virginia

County of Brooke, to-wit:

Taken, subscribed, and sworn to before me this 02 day of September, 2020.

My Commission expires July 14, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC *Jessica Russell*



West Virginia Contractor Licensing Board

WWW.WVLABOR.COM

08/31/2020

LOMBARDI DEVELOPMENT COMPANY INC
649 VIRGINIA AVE
FOLLANSBEE, WV 26037

To Whom It May Concern:

The West Virginia Contractor Licensing Board has issued a contractor license to LOMBARDI DEVELOPMENT COMPANY INC. As of this date, the licensee is in good standing with the requirements of the Contractor Licensing Act.

Pertinent information regarding their license is listed below:

Company name: LOMBARDI DEVELOPMENT COMPANY INC
649 VIRGINIA AVE
FOLLANSBEE, WV 26037

License #: **WV030137**

Issue date: 08/25/2020

Expiration date: 08/25/2021

Classifications: B

Untested Classifications:

If additional information is needed, please feel free to contact our office at (304) 558-7890 for assistance.

Sincerely,

Jacob Meck
Chairman

JM/TW

Tested Classification Descriptions Only

(A-Electrical) (B-General Building) (C-General Engineering) (D-HVAC) (E-Multi-Family) (F-Piping) (G-Plumbing) (H-Residential) (I-Specialty) (002-Excavation) (004-Masonry) (005-Remodeling & Repair) (007-Concrete) (011-Structural Steel) (013-Manufactured Home Installation) (014-Sprinkler & Fire Protection) (021-Utilities (Sewer & Water))