




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


State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 792435			Reason for Modification:
Doc Description: Rock Branch Warehouse-Office Area Roof Replacement			Addendum No. 1
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-16	2020-10-21 13:30	CRFQ 0603 ADJ2100000027	2

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

VENDOR		
Vendor Customer Code:		
Vendor Name : <i>BOGGS ROVANG, INC</i>		
Address : <i>PO Box 7455</i>		
Street :		
City : <i>HUNTINGTON</i>		
State : <i>WV</i>		Country : <i>USA</i>
Principal Contact : <i>SHANE ASHIRE</i>		Zip : <i>25776</i>
Vendor Contact Phone: <i>304-429-4233</i>		Extension:

FOR INFORMATION CONTACT THE BUYER	
Tara Lyle	
(304) 558-2544	
tara.l.lyle@wv.gov	

Vendor Signature X		FEIN# <i>55-0703992</i>	DATE <i>10/21/20</i>
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

1. To provide the pre-bid sign-in sheets from the mandatory meeting held on 10/14/2020. See attached pages.
2. To provide responses to vendor questions. See attached pages.
3. The bid opening remains on 10/21/2020 at 1:30 pm.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		WVNG/ROCK BRANCH ROCK BRANCH INDUSTRIAL PARK 160 JACOBSON DRIVE	
CHARLESTON	WV 25311	POCA	WV 25159-9772
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roof Replacement at Rock Branch Warehouse (Office Area)	1	Lump Sum	\$86,400.00	\$86,400.00

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description:

Contract Item#1- Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		WVNG/ROCK BRANCH ROCK BRANCH INDUSTRIAL PARK 160 JACOBSON DRIVE	
CHARLESTON	WV 25311	POCA	WV 25159-9772
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Decking Repair/Replacement (if necessary)	1	SQ FT	\$10.00/sqft	\$10.00

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description:

Contract Item#2- Decking Repair/Replacement (Only If Needed) provide pricing on a Price Per Square Foot Installed basis.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		WWNG/ROCK BRANCH ROCK BRANCH INDUSTRIAL PARK 160 JACOBSON DRIVE	
CHARLESTON	WV 25311	POCA	WV 25159-9772
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Wood Blocking Replacement (if necessary)	1	LF	\$3.50/LF	\$3.50

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description:

Contract Item#3- Wood Blocking Replacement (Only If Needed) provide pricing on a Price Per Lineal Foot Installed basis.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid at 10:30	2020-10-14
2	Technical questions due by 10:00 am	2020-10-16

	Document Phase	Document Description	Page
ADJ210000027	Final	Rock Branch Warehouse-Office Area Roof Replacement	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: Boggs Roofing, Inc
Contractor's License No.: WV- 003859

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.

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.

SHANE ARSHIRE - VP
(Name, Title)

(Printed Name and Title)

PO Box 7455 HUNTINGTON, WV 25776
(Address)

304-429-4233 304/429-2811
(Phone Number) / (Fax Number)

shane@boggsroofing.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.

Boggs Roofing, Inc.
(Company)

Shane Arshire - VP
(Authorized Signature) (Representative Name, Title)

SHANE ARSHIRE - VP
(Printed Name and Title of Authorized Representative)

10-21-20
(Date)

304-429-4233 304-429-2811
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ ADJ21*27 - Roof Replacement- Rock Branch Warehouse (Office Area)

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: SHANK ARSHIRE

Telephone Number: 304-429-4233

Fax Number: 304-429-2811

Email Address: shank@boggsroofing.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.

EXHIBIT A
RFQ # ADJ210000027

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE EPDM ADHERED
ROOFING SYSTEM, AT
ROCK BRANCH WAREHOUSE (OVER THE OFFICE AREA)
160 JACOBSON DRIVE, POCA, WV 25159

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: BOGGS ROOFING, INC

VENDOR ADDRESS: PO Box 7455
HUNTINGTON, WV 25776

TELEPHONE: 304-429-4233
FAX NUMBER: 304-429-2811

E-MAIL ADDRESS: shane@boggsroofing.com

WV CONTRACTOR'S
LICENSE NO. 003858

CONTRACT OVERALL TOTAL COST:

EIGHTY SIX THOUSAND FOUR HUNDRED DOLLARS
(\$ 86,400.00) *** (Contract bid to be written in words and numbers.)

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

TEN DOLLARS
(\$ 10.00 per sq/ft installed) *** (Unit cost to be written in words and numbers.)

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

THREE DOLLARS FIFTY CENTS
(\$ 3.50 per ln/ft installed) *** (Unit cost to be written in words and numbers.)

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

SIGNATURE: [Signature] DATE: 10/21/20

NAME: SHANE NASHIRE
(Please Print)

TITLE: VP

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Boggs Roofing, Inc.
_____ of Huntington, _____ WV, as Principal, and Western Surety Company
_____ of Sioux Falls, _____ SD, a corporation organized and existing under the laws of the State of _____
SD with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% 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
ADJ210000027 - Rock Branch Warehouse - Office Area
Roof Replacement

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 16th day of October, 2020.

Principal Seal

Boggs Roofing, Inc.
(Name of Principal)
By Shane Abshire
(Must be President, Vice President, or
Duly Authorized Agent)
Vice President
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
Jessica A. C. Adkins
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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joni Lynne Wilson, Khristine Dianne Mason, Vance Bunn, Kathy Marie Marcum, Jessica L C Adkins, Carla Jo Dobbins, Debra S Michalski, Maximilian Cadorette, Individually

of Bridgeport, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2020.



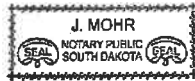
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of October, 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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: Boggs Roofing, Inc.

Authorized Signature: [Signature] SHANE AB SHIRE Date: 10/21/20

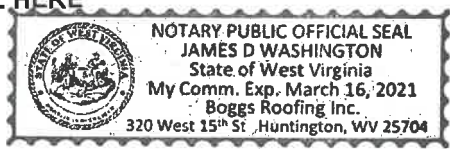
State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 21st day of October, 2020.

My Commission expires MARCH 16, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]



**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, SHANE ABSHIRE, after being first duly sworn, depose and state as follows:

1. I am an employee of BOGGS ROOFING, INC.; and,
(Company Name)
2. I do hereby attest that BOGGS ROOFING 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: SHANE ABSHIRE
 Signature: [Signature]
 Title: VP
 Company Name: BOGGS ROOFING, INC.
 Date: 10/21/20

Taken, subscribed and sworn to before me this 21st day of October, 2020.

By Commission expires MARCH 16, 2021

(Seal)

[Signature]
 (Notary Public)

