



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

| | | | |
|--|----------------------------|-------------------------|---------------------------------|
| Proc Folder: 983130 | | | Reason for Modification: |
| Doc Description: CAP Roof Replacement | | | |
| Proc Type: Central Purchase Order | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2022-01-04 | 2022-02-01 13:30 | CRFQ 0603 ADJ2200000022 | 1 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000008145

Vendor Name : Gonday Enterprises LLC

Address : 138 Oakwood Road

Street :

City : Charleston

State : WV

Principal Contact : James Martin

Vendor Contact Phone: 304-437-1974

02/09/22 09:31:59
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 32-0317019 **DATE** 2/8/2022

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

ADDITIONAL INFORMATION**Construction:**

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Civil Air Patrol to establish a contract to provide all labor, materials, tools, equipment, supplies and supervision to complete the roof system replacement at the Civil Air Patrol Charleston Headquarters Facility at 112 Airport Road, in Charleston, WV, per the attached specifications and exhibits.

The solicitation includes three (3) separate bid options for three (3) different roofing systems. The agency will award a contract for the low bid roof system meeting the minimum specification requirements for that system with no preference given to any particular roofing system advertised. see attached.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON | WV | CHARLESTON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|-------------|-------------|
| 1 | BID OPTION No.1 Standing Seam Metal Roof | 1 | each | \$69,721.31 | \$69,721.31 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------------|
| 25174100 | McElroy metals | per specs | standing seam |

Extended Description:

Standing Seam Metal Roof
16" Striated Rib Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON | WV | CHARLESTON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 2 | BID OPTION No.1 Standing Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 asb |

Extended Description:

Standing Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

| INVOICE TO | | SHIP TO | |
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| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 5 | BID OPTION No.3 Fiberglass-Based Asphalt Shingle Roof | 1 | each | \$37,000 | \$37,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|---------------|---------------|-------------------|
| 25174100 | Owens Corning | per specs | Lifetime Duration |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
40-Year Dimensional Energy Star Rated
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 6 | BID OPTION No.3 Fiberglass-Based Asphalt Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | //16 osb |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
Replacement Roof Decking and associated materials price per square foot installed.

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------------------|------------|
| 1 | Mandatory Pre-Bid Meeting at 10:00 am | 2022-01-18 |
| 2 | Technical Questions Due by 2:00 pm | 2022-01-21 |



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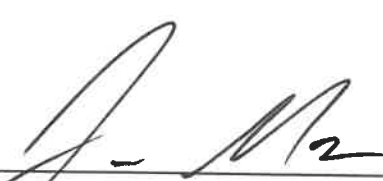
BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000008145
Vendor Name : Goday Enterprises LLC
Address : 138 Oakwood Road
Street :
City : Charleston
State : WV **Country :** USA **Zip :** 25314
Principal Contact : James Martin
Vendor Contact Phone: 304-437-1974 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 32-0317019 **DATE** 1/8/22

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

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: Gonday Enterprises LLC

Authorized Signature: _____ Date: 2/8/2022

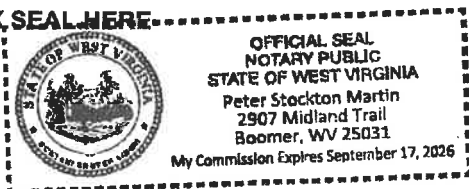
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this ___ day of February, 2022.

My Commission expires September 17, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC

Peter Stockton Martin

Purchasing Affidavit (Revised 01/19/2018)



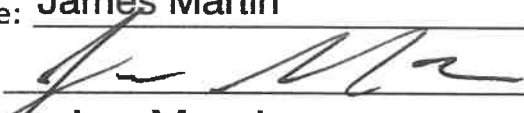
State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, James Martin, after being first duly sworn, depose and state as follows:

- I am an employee of Gonday Enterprises LLC; and,
(Company Name)
- I do hereby attest that Gonday Enterprises LLC
(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: James Martin
 Signature: 
 Title: Managing Member
 Company Name: Gonday Enterprises LLC
 Date: 2/8/2022

STATE OF WEST VIRGINIA,

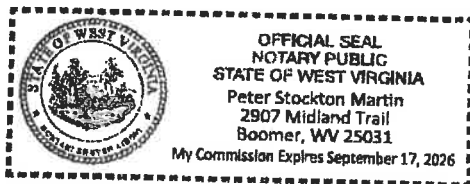
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 8 day of February, 2022.

By Commission expires September 17 2026

(Seal)


 (Notary Public)



ADDITIONAL INFORMATION**Construction:**

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Civil Air Patrol to establish a contract to provide all labor, materials, tools, equipment, supplies and supervision to complete the roof system replacement at the Civil Air Patrol Charleston Headquarters Facility at 112 Airport Road, in Charleston, WV, per the attached specifications and exhibits.

The solicitation includes three (3) separate bid options for three (3) different roofing systems. The agency will award a contract for the low bid roof system meeting the minimum specification requirements for that system with no preference given to any particular roofing system advertised. see attached.

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| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|-------------|-------------|
| 1 | BID OPTION No.1 Standing Seam Metal Roof | 1 | each | \$69,721.31 | \$69,721.31 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------------|
| 25174100 | McElroy Metals | per specs | standing seam |

Extended Description:

Standing Seam Metal Roof
16" Striated Rib Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 2 | BID OPTION No.1 Standing Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:

Standing Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

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| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|-------------|-------------|
| 3 | BID OPTION No.2 Lap Seam Metal Roof | 1 | each | \$47,066.42 | \$47,066.42 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------|
| 25174100 | McElroy Metals | per specs | H panel |

Extended Description:
Lap Seam Metal Roof
16" Striated Meridian Profile Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 4 | BID OPTION No.2 Lap Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:
Lap Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

| INVOICE TO | | | | SHIP TO | | | |
|---|--|----|--|---|--|----|--|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | | | |
| CHARLESTON | | WV | | CHARLESTON | | WV | |
| US | | | | US | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|-------------|-------------|
| 5 | BID OPTION No.3 Fiberglass-Based Asphalt Shingle Roof | 1 | each | \$37,000.74 | \$37,000.74 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|---------------|---------------|-------------------|
| 25174100 | Owens Corning | per specs | Lifetime Duration |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
40-Year Dimensional Energy Star Rated
Color to be determined by owner.

| INVOICE TO | | | | SHIP TO | | | |
|---|--|----|--|---|--|----|--|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | | | |
| CHARLESTON | | WV | | CHARLESTON | | WV | |
| US | | | | US | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 6 | BID OPTION No.3 Fiberglass-Based Asphalt Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
Replacement Roof Decking and associated materials price per square foot installed.

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------------------|------------|
| 1 | Mandatory Pre-Bid Meeting at 10:00 am | 2022-01-18 |
| 2 | Technical Questions Due by 2:00 pm | 2022-01-21 |

| | Document Phase | Document Description | Page |
|---------------|----------------|----------------------|------|
| ADJ2200000022 | Draft | CAP Roof Replacement | 5 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

**Civil Air Patrol Headquarters
112 Airport Road Charleston, WV 25311
January 18, 2022 at 10:00am
See General Construction Specifications for additional information
regarding site visits.**

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **January 21, 2022 at 2:00 pm**

Submit Questions to: **David Pauline, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: **david.h.pauline@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **February 1, 2022 at 1:30pm**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One hundred twenty (120) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. **Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.**

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****Please make Insurance Certificate Holder to Read***
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, **Workers' Compensation and Social Security obligations, licensing fees, etc.** and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

EXHIBIT A – Pricing Page

Revised 06/08/18

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

- 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 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: James Martin

Telephone Number: 304-437-1974

Fax Number: N/A

Email Address: gonday138@gmail.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.

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Civil Air Patrol Charleston Headquarters Roof Replacement

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

- 10.4.1.1.** Contractor is responsible for removing all construction debris daily.
- 10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

10.5. Payment:

10.5.1 Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10.5.2 Invoices shall be submitted for payment (in arrears) and must include the following information:

10.5.2.1 Invoice must include, at a minimum, invoice date, FEIN number, complete address of vendor and Contract number.

10.5.2.2 Invoices shall be mailed to the following address:

WV Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive
Attn: Accounts Payable
Charleston, WV 25311

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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REQUEST FOR QUOTATION – CRFQ ADJ22*22
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6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. **This project contains no alternates.**
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B1, B2, B3, C & D or any subsequent addenda modifying Exhibit(s) B1, B2, B3, C & D.

10. CONDITIONS OF THE WORK

- 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 10.4. Project Closeout:** Project Closeout shall include the following:

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

- 2.1 “Construction Services”** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to provide replacement roofing at the Civil Air Patrol Headquarters Facility located at 130 Airport Drive, Charleston, WV as more fully described in the Project Plans.
- 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B1, B2, B3, C & D, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B1, B2, B3, C & D. Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. The solicitation includes three (3) bid options. Award will be made to the vendor providing the lowest priced roof system option of the three roof systems specified.

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Civil Air Patrol , to establish a contract for the following:

PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO PROVIDE REPLACEMENT ROOFING AT THE CIVIL AIR PATROL HEADQUARTERS BLDG IN CHARLESTON, WV. Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

Due to the ongoing pandemic, vendors are asked to follow safety protocols, as instructed by Project Manager. Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CFRQ.

Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, and are equally adaptable to the conditions as approved by the agency.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

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.

James Martin, Managing Member
(Name, Title)
James Martin, Managing Member
(Printed Name and Title)
138 Oakwood Road Charleston WV 25314
(Address)
304-437-1974, N/A
(Phone Number) / (Fax Number)
gonday138@gmail.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Gonday Enterprises LLC
(Company)

 James Martin Managing Member
(Authorized Signature) (Representative Name, Title)

James Martin, Managing Member
(Printed Name and Title of Authorized Representative)

2/8/2022
(Date)

304-437-1974
(Phone Number) (Fax Number)

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;
- (2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

(3) The average number of employees in connection with the construction on the public improvement;

(4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

Revised 07/01/2021



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

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: CRFQ 0603 ADJ2200000022

Contract Purpose: Roof replacement

Agency Requesting Work: Department of administration purchasing division

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: Gonday Enterprises LLC

Vendor Telephone: 304-437-1974

Vendor Address: 138 Oakwood Road

Vendor Fax: N/A

Charleston WV 25314

Vendor E-Mail: gonday138@gmail.com

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. Seal must be affixed.

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18)
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. Seal must be affixed.

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20_____
6. Notary Seal _____ 7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20_____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20_____
16. Notary Seal _____ 17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20_____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20_____
26. Notary Seal _____ 27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20_____

Sufficiency in Form and Manner
of Execution Approved

This _____ day of _____ 20_____

Attorney General

By: _____

(Deputy Attorney General)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____

(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____

(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

_____ entered into a contract with Owner for _____

_____ in accordance with drawings and specifications prepared by _____

_____ which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

Signed and sealed this * _____ day of _____ 20 _____

Principal Corporate Seal

(Contractor Name)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member, or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if Individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____ 7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit: _____
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal _____ 17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal _____ 27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

By: _____
Attorney General
(Deputy Attorney General)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.
The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:
1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20 _____

Principal Corporate Seal _____ (Seal)
(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

Surety Corporate Seal _____ (Title)
_____ (Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. Seal must be affixed.

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____ 7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit: _____
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal _____ 17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal _____ 27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

Attorney General

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____

(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____

(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of _____

Dollars (_____).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off, satisfy and discharge all claims of subcontractors, laborers, materialmen and all persons furnishing material or doing work pursuant to the CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

Signed and sealed this _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member, or other duly Authorized Agent)

Surety Corporate Seal

(Title)

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

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 _____ day of _____, 20____.

Principal Seal

(Name of Principal)

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

Managing Member

(Title)

Surety Seal

(Name of Surety)

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.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D) of _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J) as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) 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 _____ (M) _____

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 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 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, the _____ (N) day of _____ (O) _____, 20____ (P)_____.

Principal Seal _____ (Q)
(Name of Principal)

(R)

By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)

Title

Surety Seal _____ (U)
(Name of Surety)

(V)

Attorney-in-Fact

(W)

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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.

CRFQ ADJ22*22 - Exhibit A
Bid Option No. 3 Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE ROOF REPLACEMENT WITH **FIBERGLASS-BASED ASPHALT SHINGLE ROOF SYSTEM:**

CIVIL AIR PATROL HEADQUARTERS
112 AIRPORT ROAD CHARLESTON, WV 25311

The undersigned, hereafter called the Vendor, 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

VENDOR COMPANY NAME: Gonday Enterprises LLC

VENDOR ADDRESS: 138 Oakwood Road Charleston WV 25314

TELEPHONE: 304-437-1974

FAX NUMBER: N/A

E-MAIL ADDRESS: gonday138@gmail.com

LINE NUMBER 5: OPTION NO. 3 TOTAL BID AMOUNT: COST: ROOF REPLACEMENT WITH FIBERGLASS-BASED ASPHALT SHINGLE ROOF: at Civil Air Patrol Headquarters in Charleston, WV

thirty seven thousand dollars and seventy four cents

(\$37,000.74

(Contract bid to be written in words and numbers.)

LINE NUMBER 6: OPTION NO. 3 PRICE PER SQUARE FOOT BID AMOUNT: COST: ROOF DECKING REPLACEMENT FIBERGLASS-BASED ASPHALT SHINGLE ROOF: at Civil Air Patrol Headquarters in Charleston, WV

three dollars and twenty eight cents

(\$3.28

(Contract bid to be written in words and numbers.)

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

SIGNATURE: 

DATE: 2/8/2022

NAME: James Martin

(Please Print)

TITLE: Managing Member

CRFQ ADJ22*22 - Exhibit A
Bid Option No. 2 Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE ROOF REPLACEMENT WITH **LAP SEAM METAL ROOF SYSTEM:**

CIVIL AIR PATROL HEADQUARTERS
112 AIRPORT ROAD CHARLESTON, WV 25311

The undersigned, hereafter called the Vendor, 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

VENDOR COMPANY NAME: Gonday Enterprises LLC

VENDOR ADDRESS: 138 Oakwood Road Charleston WV 25314

TELEPHONE: 304-437-1974

FAX NUMBER: N/A

E-MAIL ADDRESS: gonday138@gmail.com

LINE NUMBER 3: OPTION NO. 2 TOTAL BID AMOUNT: COST: ROOF REPLACEMENT WITH LAP SEAM METAL ROOF: at Civil Air Patrol Headquarters in Charleston, WV

forty seven thousand sixty six dollars and forty two cents

(\$ 47,066.42

(Contract bid to be written in words and numbers.)

LINE NUMBER 4: OPTION NO. 2 PRICE PER SQUARE FOOT BID AMOUNT: COST: ROOF DECKING REPLACEMENT FOR LAP SEAM METAL ROOF: at Civil Air Patrol Headquarters in Charleston, WV

three dollars and twenty eight cents

(\$ 3.28

(Contract bid to be written in words and numbers.)

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

SIGNATURE:  DATE: 2/8/2022

NAME: James Martin
(Please Print)

TITLE: Managing Member

CRFQ ADJ22*22 - Exhibit A
Bid Option No. 1 Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE ROOF REPLACEMENT WITH **STANDING SEAM METAL ROOF SYSTEM:**

CIVIL AIR PATROL HEADQUARTERS
112 AIRPORT ROAD CHARLESTON, WV 25311

The undersigned, hereafter called the Vendor, 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

VENDOR COMPANY NAME: Gonday Enterprises LLC

VENDOR ADDRESS: 138 Oakwood Road Charleston WV 25314

TELEPHONE: 304-437-1974

FAX NUMBER: N/A

E-MAIL ADDRESS: gonday138@gmail.com

LINE NUMBER 1: OPTION NO. 1 TOTAL BID AMOUNT: COST: ROOF REPLACEMENT WITH STANDING SEAM METAL ROOF: at Civil Air Patrol Headquarters in Charleston, WV

sixty nine thousand seven hundred twenty one dollars and thirty one cents

(\$ 69,721.31)

(Contract bid to be written in words and numbers.)

LINE NUMBER 2: OPTION NO. 1 PRICE PER SQUARE FOOT BID AMOUNT: COST: ROOF DECKING REPLACEMENT FOR STANDING SEAM METAL ROOF: at Civil Air Patrol Headquarters in Charleston, WV

Three dollars and twenty eight cents

(\$ 3.28)

(Contract bid to be written in words and numbers.)

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

SIGNATURE:  DATE: 2/8/2022

NAME: James Martin
(Please Print)

TITLE: Managing Member

EXHIBIT D



Map data ©2021, Map data ©2021 Google 20 ft

Aerial View of Project Site

**Civil Air Patrol Headquarters
112 Airport Road
Charleston, WV**

GENERAL DEMOLITION

- Review, confirm and coordinate all demolition work and full extent of Owner's requirements prior to starting demolition work.
- Deliver salvageable materials requested by Owner.
- Perform all demolition in a manner acceptable to the Owner and regulatory agencies.
- Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
- Protect existing construction indicated to remain.
- Where existing construction is damaged by demolition operations, make repairs equal to or better than condition prior to start of demolition work.

CLEANING

- Promptly remove materials, rubbish, and debris from building and from property.

SALVAGEABLE MATERIALS

- Review with Owner at Preconstruction meeting about salvaged materials the Owner wishes to retain from building renovation project.
- Remove with care materials to be retained by Owner and store on site where directed for pickup by owner.

HANDLING

- Deliver materials and other components so they will not be damaged or deformed
- Exercise care in unloading, storing, and erecting materials to prevent bending, warping, twisting, and surface damage.
- Stack materials on platforms/pallets, covered with suitable weathertight ventilated covering.

WARRANTY

- Furnish manufacturer's written warranty covering materials installed. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

PRODUCTS

- Will be in accordance with attached specifications

INSTALLATION

- General: Comply with manufacturers' instructions and recommendations for installation, as applicable to project.

- All materials shall be submitted and approved by the WVARNG prior to installation.
- The West Virginia Army National Guard reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the contractor prior to beginning work. Contractor to make every effort to remove these items without damage.
- The contractor will provide a schedule of values broken down per line item with material and labor.
- Owner has 7 business days to review and respond to Requests For Information (RFI)s.
- Owner has 14 business days to review and respond to contract submittals.
- Owner has 14 business days to review and respond to review drawings.

SITE ACCESS REQUIREMENTS

- Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements.
- Contractor is responsible for coordinating with the Owner/Owner's Representative, for access and deliveries. The Owner requires two (2) business days' notice to approve access to the facility.

01400 Quality Requirements

- The successful contractor will be required to provide a one year warranty on all parts, labor and materials on the entire project.

01500 Temporary Facilities and Controls

- The successful contractor will be required to provide their own temporary facilities. The West Virginia Army National Guard will provide an area for the contractor to have a lay down area, and a place for a job trailer.
- The West Virginia Army National Guard will make every effort to provide electric and water for the contractor's lay down and job trailer site; however it is not guaranteed.

01700 Execution Requirements

- Within 30 days of the government Final Acceptance of the project; the contractor shall be responsible to provide any and all field notes, as-built drawings, or any other associated records to the Owner.

Division 2 - Site Construction

PARTIAL DEMOLITION FOR REMODELING

- Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

PROGRESS MEETINGS

- Contractor will conduct progress meetings at site agreed upon by the Owner/Owner's Representative at regularly scheduled intervals, generally bi-weekly.
- Progress meeting minutes are to be provided by the contractor within 3 business day of conclusion of the meeting. The meeting minutes shall be approved at the next meeting.
- The progress agenda shall include:
 - Review and correct or approve minutes of previous progress meeting.
 - Review and discuss old business
 - Review and discuss new business
 - Review and discuss contractor's issues and concerns
 - Review and discuss owner's issues and concerns
 - Review and discuss progress since last meeting.
 - Review where each activity is in relation to Contractor's Construction Schedule, whether on time or ahead or behind schedule, will be determined.
 - Contractor to present a new updated schedule at each progress meeting; to include a two week look ahead.
- Contractor shall provide meeting minutes of each progress meeting within three days after each progress meeting date. Contractor will distribute copies of minutes of meeting to the Owner.

GENERAL RESPONSIBILITIES

- The successful contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished fully functional product as described in the objectives.
- The contractor is responsible for the cost, and obtaining of all required permits.
- The contractor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshall and ATFP requirements.
- Contractor is responsible for all permits; the contractor shall obtain all required permits prior to initiation of any work. The contractor shall be responsible for the associated costs or permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The contractor is responsible for cleaning up the work site and repairing the site to original conditions once work is completed.
- Contractor responsible for keeping the work site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; contractor is responsible for removing all construction waste debris off site at the contractor's expense.

BID OPTION NO. 3: FIBERGLASS-BASED ASPHALT SHINGLE ROOF Roof Replacement work to include:

1. Provide and install a 40-year dimensional **shingle roof system**. See **Exhibit B-3** for manufacturer and model used as basis for specification. Manufacturers and models specified are the standard by which all "or equal" bid products will be evaluated.
2. Completely remove and properly dispose of existing shingles to expose the roof deck
3. Install ice and water shield along the gutter edge and around the RTU curbs
4. Install synthetic underlayment over entire roof.
5. Install new drip edges
6. Install new step flashing
7. Fabricate and install new head wall and cover flashing
8. If re-decking is required new 7/16" OSB sheathing will be installed over 1x6,1x8,1x10,1x12 slat boards.
9. Clean up all construction debris from the property and dispose of it properly daily. Includes running large magnets to pick up nails.

01300 Administrative Requirements

PROJECT COORDINATION

- Coordinate construction activities included in Contract Documents to assure efficient and orderly installation of each part of the Work.
- Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- Where necessary prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.

ADMINISTRATIVE PROCEDURES

- Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
 - Preparing of schedules.
 - Delivering and processing submittals.
 - Progress meetings.
 - Project Close-out activities.

CONSERVATION

7. Furnish and install 16" Striated Rib metal roof panels made of 26-gauge Fluoropolymer (Kynar 500) or equal coated metal (color chosen by owner)
8. Fabricate and install vented ridge cover made from 24-gauge Fluoropolymer (Kynar 500) or equal finished metal
9. Fabricate and install non-vented hip covers made from 24-gauge Fluoropolymer (Kynar 500) or equal finished metal
10. Fabricate and install drip edge and counter flashings made of 24-gauge Fluoropolymer (Kynar 500) or equal finished metal
11. Furnish and install Color Bar snow guards with S-5 mounting clamps over man door openings
12. If re-decking is required new 7/16" OSB sheathing will be installed over 1x6,1x8,1x10,1x12 slat boards.
13. Clean up all construction debris from the property and dispose of it properly daily. Includes running large magnets to pick up nails.

BID OPTION NO. 2: LAP SEAM METAL ROOF Roof Replacement work to include:

1. Provide and install a lifetime finish/7 year workmanship warrantied, **lap seam metal roof**. See **Exhibit B-2** for manufacturer and model used as basis for specification. Manufacturers and models specified are the standard by which all "or equal" bid products will be evaluated.
2. New metal roofing panels to be installed using exposed fastener system, and stainless steel rivets where required.
3. Accessories to include; but are not limited to, bull-nose drip edge, gable rake metal, wall flashings, chimney flashings, pipe flashing boots, z-channel at ridges/hips, and hip/ridge cap metal.
4. Tear off existing roofing materials down to the deck. Sweep, clean, and prepare the deck for new materials.
5. Replace any rotten/damaged sheathing.
6. Furnish and install Ice & Water Shield at the gutter edge and around the roof top HVAC unit curbs
7. Install new Synthetic "dry-in" underlayment over the roof surface and secure using 1" plastic caps. (Not required on Steel deck)
8. Furnish and install metal roof panels made of 26-gauge Fluoropolymer (Kynar 500) or equal coated metal (color chosen by owner) Fabricate and install vented ridge cover made from 24-gauge finished metal
9. Fabricate and install non-vented hip covers made from 24-gauge Fluoropolymer (Kynar 500) or equal coated finished metal (color chosen by owner) Fabricate and install drip edge and counter flashings made of 24-gauge finished metal
10. Furnish and install Color Bar (or equivalent) snow guards with S-5 mounting clamps over man door openings
11. If re-decking is required new 7/16" OSB sheathing will be installed over 1x6,1x8,1x10,1x12 slat boards.
12. Clean up all construction debris from the property and dispose of it properly daily. Includes running large magnets to pick up nails.

CRFQ ADJ22*22 - EXHIBIT C - Scope of Work

WEST VIRGINIA ARMY NATIONAL GUARD

CIVIL AIR PATROL HEADQUARTERS IN CHARLESTON, WV

ROOF REPLACEMENT

Division 1 - General Requirements

00200 Instructions to Bidders

- Any and all contractual documents, information and procedures distributed by, or by any other means conveyed, by WV State Purchasing or the office of; supersedes the language in this document.
- All manufacture's and model numbers specified are the basis for the specification only and (or equal) products are to be considered when bid with sufficient documentation for use in the bid evaluation process.
- Vendors should be certified installers of the manufacturer's roof systems for which they are bidding to ensure the integrity of the installed system and to adhere to the requirements of the manufacturer's warranty.
- Vendors may bid any or all roof system options as described herein and per the Pricing Pages.

01100 Summary

The scope of work for this project is to perform roof replacement at the Civil Air Patrol located at 112 Airport Rd Charleston, WV. The Agency is considering three roofing system options as noted herein. **The agency will make one award for the project of the roof system with the lowest bid that that meets the minimum required specifications.** The requirements for this project are as follows:

BID OPTION NO. 1: STANDING SEAM METAL ROOF Roof replacement work to include;

1. Provide and install a lifetime finish/7 year workmanship warranted, **standing seam metal roof**. See **Exhibit B-1** for manufacturer and model used as basis for specification. Manufacturers and models specified are the standard by which all "or equal" bid products will be evaluated.
2. Install new metal roofing panels and accessories as per manufacturer specifications. Accessories to include; but are not limited to, bull-nose drip edge, gable rake metal, wall flashings, chimney flashings, pipe flashing boots, z-channel at ridges/hips, and hip/ridge cap metal.
3. Tear off existing roofing materials down to the deck. Sweep, clean, and prepare the deck for new materials.
4. Replace any rotten/damaged sheathing.
5. Furnish and install Ice & Water Shield at the gutter edge and around the roof top HVAC unit curbs
6. Install new Synthetic "dry-in" underlayment over the roof surface and secure using 1" plastic caps. (Not required on Steel deck)

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

16.5 Codes

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

16.6 Safety

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

16.7 Hot Work Permit

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

16.8 Workmanship

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

access to any supplies and equipment stored inside.

16.1.3 Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

16.2 Contractor Visitor Badges

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

16.3 Work Restrictions

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

16.4 Parking

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

REQUEST FOR QUOTATION – CRFQ ADJ22*22
Civil Air Patrol Charleston Headquarters Roof Replacement

EXHIBIT B – PROJECT PLANS

13. GENERAL REQUIREMENTS:

13.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

13.1.1 All work to be performed according to specifications provided in the following attachments.

13.1.1.1 Exhibit A: Pricing Pages

13.1.1.2 Exhibit B1, B2, & B3: Roof System Specifications for Bid Options # 1,2 &3

13.1.1.3 Exhibit C: Civil Air Patrol Headquarters Roof Replacement Scope of Work

13.1.1.4 Exhibit D: Civil Air Patrol Project Site Location Arial View

14. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

15. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

16. PROJECT SPECIFIC CONDITIONS OF THE WORK

16.1 Limits of Work

16.1.1 Work areas will be limited to those spaces required for access to the jobsites.

16.1.2 Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Gonday Enterprises, LLC
of 138 Oakwood Road, Charleston, WV 25314, as Principal, and Old Republic Surety Company
of 445 S. Moorland Rd., Brookfield, WI 53005, a corporation organized and existing under the laws of the State of Wisconsin
with its principal office in the City of Brookfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Bid (\$ 5% of Bid) 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
Civil Air Patrol Roof Replacement. 112 Airport Road Charleston WV 25311
Solicitation Number: CRFQ 0603 ADJ2200000022

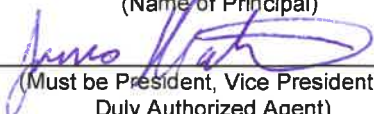
NOW THEREFORE,

- (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 10th day of February, 2022.

Principal Seal

Gonday Enterprises, LLC
(Name of Principal)
By 
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal

Old Republic Surety Company
(Name of Surety)

Ryan Wingrove, 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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ADAM YEAGER, RYAN D. WINGROVE, BRADLEY A. MEREDITH, JILL MORRIS GIBSON, OF HUNTINGTON, WV

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

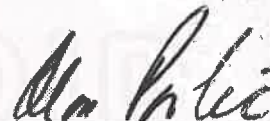
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of OCTOBER, 2019.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of OCTOBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

27-0106

Signed and sealed at the City of Brookfield, WI this 10th day of February, 2022.




Assistant Secretary

THORNBURG INSURANCE AGENCY INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949 | | CONTACT NAME: Matthew Kerns PHONE (A/C, No, Ext): (304) 720-2000 E-MAIL ADDRESS: mkerns@mountainstateinsurance.com FAX (A/C, No): (304) 720-2002 | |
| INSURED Gonday Enterprises LLC 138 Oakwood Rd Charleston WV 25314 | | INSURER(S) AFFORDING COVERAGE INSURER A : Westfield INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |
| | | NAIC # 24112 | |

COVERAGES **CERTIFICATE NUMBER:** 21-22 WF Package **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 164272V | 07/21/2021 | 07/21/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 164272V | 07/21/2021 | 07/21/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an Additional Insured as required by written contract.

| | |
|--|--|
| CERTIFICATE HOLDER West Virginia Army National Guard 1707 Coonskin Drive Charleston WV 25311 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068 | | CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 E-MAIL ADDRESS: FAX (A/C, No): | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------------|--|--|-------------------------------|--|--------|------------|----------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Gonday Enterprises LLC 138 Oakwood Rd Charleston WV 25314 | | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>NorGUARD Insurance Company</td> <td>31470</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | NorGUARD Insurance Company | 31470 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | NorGUARD Insurance Company | 31470 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 2302332** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | N/A | N | GOWC230203 | 09/15/2021 | 09/15/2022 |
| | | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Army National Guard
 1707 Coonskin Drive

Charleston

WV 25311

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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

| | | | |
|---|----------------------------|---|----------------|
| Proc Folder: 983130 | | Reason for Modification: Addendum No. 1 | |
| Doc Description: CAP Roof Replacement - Construction | | | |
| Proc Type: Central Purchase Order | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2022-01-24 | 2022-02-10 13:30 | CRFQ 0603 ADJ2200000022 | 2 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000008145
Vendor Name : Gonday Enterprises LLC
Address : 138 Oakwood Road
Street :
City : Charleston
State : WV **Country :** USA **Zip :** 25314
Principal Contact : James Martin
Vendor Contact Phone: 304-437-1974 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 32-0317019 **DATE** 2/8/2022

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

| ADDITIONAL INFORMATION |
|--|
| Addendum No. 1 |
| To provide mandatory pre-bid sign-in sheets, see attached. |
| To respond to vendor technical questions, see attached. |
| To move bid opening date to 2/10/2022 at 1:30 pm |
| No other changes. |

| INVOICE TO | SHIP TO |
|--|--|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR CHARLESTON WV US | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD CHARLESTON WV US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|-------------|-------------|
| 1 | BID OPTION No.1 Standing Seam Metal Roof | 1 | each | \$69,721.31 | \$69,721.31 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------------|
| 25174100 | McElroy Metals | per specs | standing seam |

Extended Description:
Standing Seam Metal Roof
16" Striated Rib Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | SHIP TO |
|--|--|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR CHARLESTON WV US | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD CHARLESTON WV US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 2 | BID OPTION No.1 Standing Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:
Standing Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|-------------|-------------|
| 3 | BID OPTION No.2 Lap Seam Metal Roof | 1 | each | \$47,066.42 | \$47,066.42 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------|
| 25174100 | Mcelroy metals | per specs | R panel |

Extended Description:

Lap Seam Metal Roof
16" Striated Meridian Profile Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 4 | BID OPTION No.2 Lap Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:

Lap Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 5 | BID OPTION No.3 Fiberglass-Based Asphalt Shingle Roof | 1 | each | \$37,000 | \$37,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|---------------|---------------|-------------------|
| 25174100 | Owens Corning | per specs | Lifetime Duration |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
40-Year Dimensional Energy Star Rated
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 6 | BID OPTION No.3 Fiberglass-Based Asphalt Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | //16 osb |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
Replacement Roof Decking and associated materials price per square foot installed.

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------------------|------------|
| 1 | Mandatory Pre-Bid Meeting at 10:00 am | 2022-01-18 |
| 2 | Technical Questions Due by 2:00 pm | 2022-01-21 |

| | Document Phase | Document Description | Page |
|--------------|----------------|--|------|
| ADJ220000022 | Final | CAP Roof Replacement - □ Construction | 5 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL INFORMATION

Addendum No. 1

To provide mandatory pre-bid sign-in sheets, see attached.

To respond to vendor technical questions, see attached.

To move bid opening date to 2/10/2022 at 1:30 pm

No other changes.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|-------------|-------------|
| 1 | BID OPTION No.1 Standing Seam Metal Roof | 1 | each | \$69,721.31 | \$69,721.31 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------------|
| 25174100 | McElroy metals | per specs | standing seam |

Extended Description:

Standing Seam Metal Roof
16" Striated Rib Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 2 | BID OPTION No.1 Standing Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7716 osb |

Extended Description:

Standing Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|-------------|-------------|
| 3 | BID OPTION No.2 Lap Seam Metal Roof | 1 | each | \$47,066.42 | \$47,066.42 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|----------------|---------------|---------|
| 25174100 | McElroy metals | per specs | R panel |

Extended Description:

Lap Seam Metal Roof
16" Striated Meridian Profile Metal Roof Panels 26-ga.
Color to be determined by owner.

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | |
| CHARLESTON US | WV | CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 4 | BID OPTION No.2 Lap Seam Metal Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:

Lap Seam Metal Roof
Replacement Roof Decking and associated materials price per square foot installed.

| INVOICE TO | | | | SHIP TO | | | |
|---|--|----|--|---|--|----|--|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | | | |
| CHARLESTON | | WV | | CHARLESTON | | WV | |
| US | | | | US | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 5 | BID OPTION No.3 Fiberglass-Based Asphalt Shingle Roof | 1 | each | \$37,000 | \$37,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|---------------|---------------|-------------------|
| 25174100 | Owens Corning | per specs | Lifetime Duration |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
40-Year Dimensional Energy Star Rated
Color to be determined by owner.

| INVOICE TO | | | | SHIP TO | | | |
|---|--|----|--|---|--|----|--|
| ADJUTANT GENERALS OFFICE 1703 COONSKIN DR | | | | ADJUTANT GENERALS OFFICE 112 AIRPORT ROAD | | | |
| CHARLESTON | | WV | | CHARLESTON | | WV | |
| US | | | | US | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 6 | BID OPTION No.3 Fiberglass-Based Asphalt Roof Decking | 1 | Sq ft | \$3.28 | \$3.28 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|----------|
| 25174100 | Georgia pacific | per specs | 7/16 osb |

Extended Description:

Fiberglass-Based Asphalt Shingle Roof
Replacement Roof Decking and associated materials price per square foot installed.

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------------------------|------------|
| 1 | Mandatory Pre-Bid Meeting at 10:00 am | 2022-01-18 |
| 2 | Technical Questions Due by 2:00 pm | 2022-01-21 |

| | Document Phase | Document Description | Page |
|---------------|----------------|--|------|
| ADJ2200000022 | Draft | CAP Roof Replacement - □ Construction | 5 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ADJ2200000022
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2200000022 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. **To provide mandatory pre-bid sign-in sheets, see attached.**
2. **To respond to vendor technical questions, see attached**
3. **To move bid opening date to February 10, 2022, at 1:30 pm**
4. **No other changes.**

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ ADJ22*22

Date of Pre-Bid Meeting: January 18, 2022 10:00 AM

Location of Prebid Meeting: Civil Air Patrol HDQTR Chas, WV

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

| Firm Represented:* | Rep Name (Printed): | Firm Address: | Telephone #: | Fax #: | Email: |
|------------------------|---------------------|---|--------------|--------------|--|
| Harris Bros. | David Smith | 1518 Hansford St. Chas. WV 25311 | 304-343-5326 | 304-343-5326 | Jay Harris Birth etc at artlink.com |
| BEACON | LEE McCLANAHAN | 166 PENNSYLVANIA AVE CHARLESTON WV 25302 | 304-638-7663 | 304-342-0572 | lee.mcclanahan@beacon.com |
| VERTEX ROOFING INC. | JOE COTTER | 9137 EUCLID CT. MANASSAS, VA 20110 | 703-794-2121 | 703-794-2112 | JOE@VERTEXROOFING.COM |
| CDC, LLC | CHRIS DOZIER | P.O. BOX 36 Olen Fereis, W.V. 25090 | 304-553-1553 | N/A | cdozier33@yahoo.com |
| Astech | Brian Conley | 3400 Falcon Rd. Charleston WV 25304 | 304-342-6797 | N/A | Brian.State.roofing@gmail.com |
| Gonday Enterprises LLC | Pete Martin | 138 Oakwood Rd Charleston WV 25314 | 304-437-1974 | N/A | gonday138@gmail.com |

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ ADJ22*22

Date of Pre-Bid Meeting: January 18, 2022 10:00 AM

Location of Prebid Meeting: Civil Air Patrol HDQTR Chas, WV

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

| Firm Represented:* | Rep Name (Printed): | Firm Address: | Telephone #: | Fax #: | Email: |
|---|---------------------|--|-----------------|-----------------|---|
| WVAVC CFMO | Jim Skayge | | 304-561-6530 | | |
| TRI-STATE ROOFING AND Sheet Metal Co. | BRIAN LINVILLE | PO Box 1231 CHARLESTON, WV 25324 | 304-755 8135 | 304 755-5275 | blinville@ tri-state-service .com |
| ADJ. GEN/WVMA | CHUCK BOWMAN | | 304-561-6654 | | |
| | | | | | |
| | | | | | |
| | | | | | |

**One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

**CRFQ ADJ220000022 Civil Air Patrol Hdqtrs Roof Replacement
Vendor Q&A**

1. Q. I am asking for clarification about the warranty requested- 7 year workmanship. Please refer to McElroy Metal Weathertightness Warranties, page 2 "Warrantable Panels".

Option#1 McElroy- Meridian Panel is listed and is not on the list of McElroy Warrantable Panels

Option#2 McElroy- Meridian Panel is listed and is not on the list of McElroy Warrantable Panels

In fact I do not believe that there are any "Exposed Fastener Pattern" panels from any manufacturer that will have a workmanship warranty because of the holes that you place through the panels during install.

Option #3 A workmanship warranty from a Shingle Manufacturer is limited to a very few contractors in all of WV and I doubt any of those contractors are also approved to provide the workmanship from any metal manufacturer. For instance, Tri-State Roofing/Poca is able to provide the McElroy warranty but not listed as a Preferred Contractor for Owens Corning. And there are only two GAF applicators that meet their highest standards and neither of them are approved with Metal Manufacturers.

- A. Installer Qualifications listed in Quality Assurance, General Notes, or Warranty sections of any manufacturer's specification incorporated in this solicitation are limited to those qualifications and requirements required to follow the manufacturer suggested installation procedures in accordance with standard limited warranty offerings.

No extended warranties are to be included or considered for this project. All references to "Certified" & "Qualified" installers or "Platinum Preferred Contractor" or "Preferred Contractor" with reference to any Manufacturer's Extended Limited Warranty, Weathertightness, or No Repair Limit (NRL) Warranty, Single Source Warranty, or any additional manufacture wind or penetration riders are hereby removed by reference per this addendum.

2. Q. What is the current Davis Bacon Wage Rate?

- A. Davis Bacon Wage Rate information is available at the U.S. Dept. of Labor website at www.dol.gov.

3. Q. Will one bid bond be acceptable for the most expensive bid or will 3 be needed?

A. One bid bond in the amount determined by the most expensive bid submitted is all that is required.

4 Q. Will we be able to schedule another site visit to measure the roof when the weather is better?

A. Additional site visits by vendors in attendance at the mandatory pre-bid meeting may be scheduled by contacting Mr. Roger L. Bennett, WV Wing Administrator at 304-343-8866 or RBennett@capnhq.gov

The last day to schedule an additional site visit will be Tues. February 1, 2022, at 1:00 pm.

No further questions will be accepted resulting from additional site visit(s).

5 Q. Will we be able to submit a change order for extended material lead times?

A. Consideration of any change order to extend the fixed period contract length due to extended material lead times will occur upon conclusion of the pre-construction meeting and determination of the Notice to Proceed date.

6 Q. Can we extend the bid date due to the inclement weather and not being able to measure the roof?

A. Per this addendum, we extend the Bid Opening Date to February 10, 2022, at 1:30 pm.

7 Q. Will we be able to submit a change order if there is a price escalation in the materials?

A. Per this addendum, we add the WV Purchasing Division approved price escalation language to the specification of this project solicitation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO ADJ220000022

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:

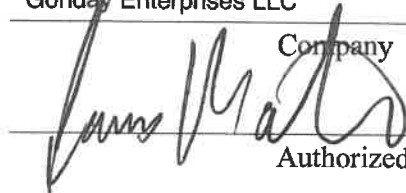
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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.

Gondal Enterprises LLC

Company



Authorized Signature

2/8/2022

Date

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