



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

Request for Quotation

RFQ NUMBER:
DBSM72249

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Bonded Applicators of MD, Inc
 301 S. Cleveland Ave.
 Hagerstown, MD 21740*

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT

301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/31/2007				

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66	\$176,500	150,000 \$176,500 ^{50.00}
ROOF REPAIR AND CONSTRUCTION CONTRACT PROVIDE LABOR AND MATERIAL TO REPLACE EPDM ROOF ON THE CLASSROOM BUILDING ON THE CAMPUS OF THE WEST VIRGINIA SCHOOLS FOR THE DEAF AND BLIND, 301 E. MAIN ST. ROMNEY, WV PER THE ATTACHED SPECIFICATIONS. A MANDATORY ON-SITE PRE-BID MEETING SHALL BE HELD ON 02/12/2007 @ 1:30 P.M. IN THE ADMINISTRATIVE CONFERENCE ROOM OF THE WV SCHOOLS OF FOR THE DEAF AND BLIND AT 301 E. MAIN STREET, ROMNEY, WV. FAILURE TO ATTEND THE PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS 1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT, 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 HEATIN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>BJ</i>	TELEPHONE 301 733 4343	DATE 2/28/2007
TITLE PRES.	FEIN 52-0610925	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller..
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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VENDOR

**SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
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 26757-1894 304-822-4810**

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01/31/2007				
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
2.				THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. 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,		
				B. 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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 301 733 4343 DATE: 2/28/2007
 TITLE: *[Signature]* FEIN: 52-0610925 ADDRESS CHANGES TO BE NOTED ABOVE

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3.						
<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01 EXHIBIT 5</p> <p>NOTICE TO PROCEED: ALL WORK MUST BE COMPLETED BY JUNE 30, 2007.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p>		

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COUNTRY

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**SCHOOL FOR THE DEAF & BLIND
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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

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	REV. 3/88					
	EXHIBIT 9					
	NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA					
	THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:					
	(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.					
	(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.					
	(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.					
	REV. 11/96					

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		✓				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
					SIGNATURE	
Bounded Applicators of MD, Inc.					COMPANY	
2/28/2007					DATE	
REV. 11/96						
CONTRACTORS LICENSE						

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: <i>BONDED APPLICATORS OF MD, INC.</i> CONTRACTORS LICENSE NO.: <i>WV000590</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

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<p>EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 43</p> <p>REQ. NO.: DBSM72249</p> <p>BID OPENING DATE: 02/28/2007</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304 733 4345</p>						

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01/31/2007				

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>BRIAN GAVER</i> -----						
***** THIS IS THE END OF RFQ DBSM72249 ***** TOTAL:						<i>\$176,500</i> <i>150,000.00</i> <i>26</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>BTZ</i>	TELEPHONE <i>301 733 4343</i>	DATE <i>2/28/2007</i>
TITLE <i>PROB.</i>	FEIN <i>52-0610925</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**The West Virginia Schools for the Deaf and the Blind
Blind School Building: New Roof Specifications**

A. Special Conditions

1. **Building Operations:** This building will be in full operation during the course of this work. Contractor must keep the WVSDB's representative fully advised of work areas and sequence of construction. All removal work must be planned so that areas uncovered during the day are made water tight (permanent or temporary) before the close of work the same day. Absolutely NO exceptions to this will be permitted.
2. **Project Supervision:** The Contractor must appoint an Onsite Project Supervisor at the beginning of this project. This Supervisor can not be removed and replaced without written permission of the WVSDB's representative.
3. **Temporary Toilets:** Use of WVSDB's toilet facilities will not be permitted. Contractor must supply portable type toilets for use by its crew.
4. **Power and Water:** WVSDB will supply one (1) 120 volt 20 amp power supply and one (1) garden hose type water supply for the contractors use. Cost for extension of same will be the responsibility of the Contractor.
5. **Protection of Contractors Property:** The Contractor is solely responsible for the protection of his property against loss by theft or otherwise.
6. **Storage of Materials:** The Contractor shall make arrangements for storage of his equipment and materials in an area designated by the WVSDB representative.
7. **Protection Against Weather:** The Contractor shall carefully protect his work, materials and WVSDB property against damage or injury from weather. If any work, materials or any part of the building has been damaged by reason of failure or neglect, such materials and work shall be removed and replaced at the expense of the Contractor and to the satisfaction of the WVSDB representative.
8. **Removal of Debris:** The Contractor will clean up, daily, all refuse, rubbish, scrap materials and debris caused by or related to his operations, so that at all times, the jobsite is orderly and neat. Existing roof materials, removed, or debris from the new roofing materials shall be lowered from the roof by approved methods; materials can not be thrown off of the roof to the ground or dumpsters below.
9. **Drainage System:** The Contractor shall take care to see that the existing roof drainage system does not become blocked or plugged by debris, cuttings, cement, etc, during the course of this work, and at the conclusion of the work, will conduct tests as are deemed necessary to assure free flowing operation of the roof drainage system. Contractor must verify drains are open prior to beginning of work.
10. **Existing Roof Mounted Equipment:** Contractor is responsible for raising and resetting all roof mounted equipment, if required for new construction, in accordance with approved procedures. If the Contractor needs to disconnect any equipment then it is the responsibility of the Contractor to reconnect that equipment in accordance with approved methods.
11. **Mandatory Prebid:** Contractor must attend a mandatory prebid meeting as set forth elsewhere in this document. Contractor acknowledges by his bid he has visited the site, ascertained quantities of work, inspected existing construction conditions, conducted his own investigation and is fully aware of the extent and nature of all work to be performed under this contract.

12. Project Completion Date: Contractor acknowledges by his bid that this project must be completed by June 30, 2007 or in the number of working days specified in the pricing section of this document, whichever date comes first. Exception will be made for and the contract completion date extended for unusual periods of inclement weather. Contractor is to assume a maximum of six (6) inclement weather days per calendar month in his work schedule.

B. Technical Specifications

1. The Blind School Building has five (5) separate roof sections with an approximate total area of 18,116 square feet. Roof Section 1 (Auditorium Wing) is approximately 56'-2" by 105'-3", is covered by EPDM roofing over insulation on metal decking, has six (6) roof drains and numerous roof penetrations (vent pipes, ducts, and equipment curbs). Roof Section 2 (Classroom Wing) is approximately 64'-8" by 178'-0", is covered by EPDM roofing over insulation on concrete decking, has fourteen (14) roof drains and numerous roof penetrations (vent pipes, ducts and equipment curbs). Roof Sections 3 (Storage Area A/B) and 4 (Storage Area C/D) are approximately 12'-0" by 23'-8" each, is covered by built-up type roofing over insulation on metal decking and have one (1) roof drain each. Roof Section 5 (Elevator Shaft) is approximately 9'-7" by 13'-1", is covered by built-up type roofing over insulation on metal decking, has one (1) roof drain and one (1) roof hatch curb.
2. The existing Lightning Arrestor System is to be removed before the existing roof materials are removed; then reinstalled upon completion of the new roofing system. This work is to be completed by persons or subcontractors who are licensed by Underwriters Laboratory. Upon completion of the reinstallation the Contractor shall supply the WVSDB's representative with a Letter of Certification that the reinstalled system was completed to UL specifications.
3. Remove all existing roofing (built-up or EPDM), insulation, counter flashing, flashings and gravel stops to expose the supporting deck. Special care must be taken not to damage the decking or soffit panels. Any decking or soffit panels damaged by the Contractor's neglect shall be repair or replaced at his expense.
4. Broom clean all substrates before applying any new work.
5. Once the roof is removed, any deteriorated decking is to be reported to the WVSDB's representative immediately.
6. Remove all existing roof drains and retrofit the roof drain system with new roof drains, except for the roof drain on Roof Section 5 (Elevator Shaft). The new roof drains shall be complete from the dome strainer down to the hub and/or clamping collar connection to the existing drain pipe. The new roof drains shall be compatible with the new EPDM roof system and approved by its manufacturer. The roof drain on Roof Section 5 shall not be replaced; the existing drain pipe for this drain shall be capped below the roof deck with a pipe support added and anchored to the existing building wall. The resulting deck opening shall be covered with a new section of metal roof decking of similar design or 11 ga. painted flat metal; either patch may be welded or mechanically fastened to the existing deck.

7. All new roofing materials shall be received on site in original packages with identifying labels. All materials shall be kept dry at all times prior to use. Handle and store materials carefully to avoid damage prior to use.
8. Install two (2) layers of 1" polyisocyanurate roof insulation over the existing roof decking. Insulation shall have an inorganic fiberglass facer suitable for rubber roof insulation and shall comply with Federal Specification No. HH1972/2. Each layer of insulation shall have an R value of 6, for a total R value of 12. The insulation shall be attached by method(s) approved by the EPDM manufacturer and shall have the layer seams staggered.
9. Install a new .060" thick non-reinforced EPDM membrane roof fully adhered over the insulation; by method approved by the manufacturer. The EPDM membrane shall meet or exceed the minimum requirements set forth by ASTM D 4637, and CGSB 37-GP-52M, for Type I, Class A, non-reinforced EPDM single-ply roofing membranes.
10. Install wall and curb flashing utilizing new cured .060" thick EPDM membrane; install in accordance with the EPDM manufacturer's latest flashing details. Install aluminum counter flashing at wall terminations; apply silicone caulk joint where flashing meets the building walls. EPDM flashing shall be covered under the roofing warranty as a flashing endorsement.
11. Install new gravel stops, fabricated out of .040" thick aluminum, around the perimeter of all roof sections; terminate using good roofing practices approved by the EPDM manufacturer.
12. Special consideration shall be taken on Roof Section 5 (Elevator Shaft). Due to the elimination of the roof drain, this roof section shall be constructed with flashing and/or tapered insulation to divert the water to the east side of the section. On the east side of this section the Contractor shall install an aluminum gutter or scupper with flashing and a downspout to lower the water down to Roof Section 3 (Storage Area A/B).
13. Roof Warranty shall be fifteen (15) years with no penal sum guarantee from the EPDM roofing manufacturer. It shall include and cover all materials included in the roof assembly. In addition, Contractor shall provide a two (2) year Contractor's Warranty covering workmanship and installation of materials.

C. Pricing

Total Cost for new roof as describe herein.....\$ 176,500
~~150,000~~
 51P



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

Request for Quotation

RFQ NUMBER
 DBSM72249

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

S H P O

S H P O

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/05/2007				
BID OPENING DATE: 02/28/2007		BID OPENING TIME		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				TO CLARIFY MANDATORY PRE-BID MEETING TO READ 1:30 P.M. ON 02/12/2007.		
				BID OPENING DATE AND TIME REMAINS THE SAME.		
				NO OTHER CHANGES		
0001	1	LS		910-66		\$ 176,500
				ROOF REPAIR AND CONSTRUCTION		\$ 150,000 ST
***** THIS IS THE END OF RFQ DBSM72249 ***** TOTAL:						\$ 176,500

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE 304 733 9343 DATE 2/28/2007

TITLE Pres. FEIN 52-0610925 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Bonded Applicators of Maryland, Inc.
301 S. Cleveland Avenue, Hagerstown, MD 21740 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and NGM Insurance Company
220 Salina Meadows Parkway, Suite 200, PO Box 4742, Syracuse, NY 13221-4742 (Here insert full name and address or legal title of Surety)

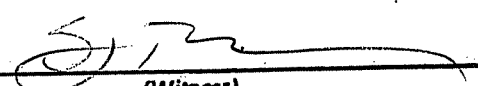
a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia,
Department of Administration, Purchasing Department, (Here insert full name and address or legal title of Owner)
2019 Washington St East, PO Box 50130, Charleston, WV 25305-0130
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Bid Amount

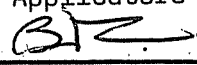
Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

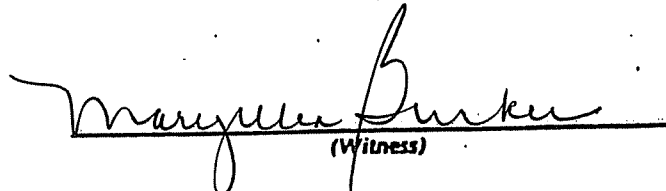
WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
Provide Labor and Material to replace EPDM Roof on the Classroom Building
on the campus of the West Virginia Schools for the Deaf and Blind, 301 E. Main St,
Romney, WV 26757-1894

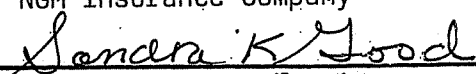
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 28th day of February 19 2007
Bonded Applicators of Maryland, Inc.


(Witness)


Brian L. Gaver (Principal) (Seal)
President


(Witness)

NGM Insurance Company

Sandra K. Good (Surety) (Seal)
Attorney-In-Fact
(Title)



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Gregory A Duffey, Maryellen Burker, Sandra K Good, Thomas O Moore Jr**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Hundred Thousand Dollars (\$500,000.00).

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

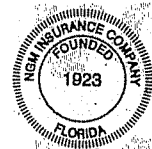
This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Corporate Secretary and its corporate seal to be hereto affixed this 1st day of March, 2006.

NGM INSURANCE COMPANY By:

William C. McKenna
Corporate Secretary



State of Florida,
County of Duval.

On this March 1, 2006 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came William C. McKenna of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 1st day of March, 2006.



P. A. Harrell
Commission # DD464125
Expires August 21, 2009
Bonded Troy Fin. Insurance, Inc. 800-365-7010

I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 28th day of February, 2007.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

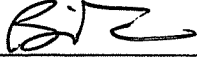
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: BONDED APPLICATORS OF MD, INC.

Authorized Signature:  Date: 2/28/2007