

558-2306



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  
FOR12008

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
PAUL REYNOLDS  
304-558-0468 *Paul Reynolds*  
*WV. gov*

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY  
624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED:	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/24/2012						
BID OPENING DATE: 03/21/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FORESTRY IS SOLICITING BIDS FOR LABOR AND MATERIALS REQUIRED IN THE INSTALLATION OF METAL ROOFING TO REPLACE ASPHALT SHINGLES PER THE ATTACHED SPECIFICATIONS.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 03/07/12 AT 10:30AM 624 FORESTRY DRIVE, WEST COLUMBIA, WV 25827. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
<i>Robert D. Hill</i>		304-632-1600		5-2-2012		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
President		55-0648251				

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **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. 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/noticeConfidentiality.pdf>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS  
304-558-0468

RFQ COPY

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DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY  
624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2012				

BID OPENING DATE: 03/21/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. EXHIBIT 5						
WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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25827-8686 304-675-1820

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02/24/2012						
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<p>IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 MASON 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> <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</p>						
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DIVISION OF FORESTRY  
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FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
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						
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<p>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> <p>REV. 3/88</p> <p>EXHIBIT 9 NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
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ADDRESS CORRESPONDENCE TO ATTENTION OF

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304-558-0468

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DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

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BID OPENING DATE: 03/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
(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						
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.:						

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01:30PM

BID OPENING DATE: 03/21/2012		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. ①	...	3	19	2012		
NO. ②	...	3	26	2012		
NO. ③	...	1	10	2012		
NO. ④	...	4	17	2012		
NO. ⑤	...	4	26	2012		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND 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.						
Robert D. Hill				SIGNATURE		
Dankel Construction				COMPANY		
05.02.2012				DATE		
REV. 11/96						
CONTRACTORS LICENSE						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Robert D. Hill

TELEPHONE

304-632-1600

DATE

05/02/2012

TITLE

President

FEIN

55-0648251

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VENDOR

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

SHIP TO

DIVISION OF FORESTRY  
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CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-1.1 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: .... <i>Danhill Construction Company</i> ....						
CONTRACTORS LICENSE NO.: .. <i>WV.00119.6</i> .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
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.						
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 EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	<i>304-632-1600</i>	DATE	<i>05/02/2012</i>
TITLE	<i>President</i>	FEIN	<i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## Request for Quotation

RFQ NUMBER  
FOR12008

PAGE  
9

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS  
304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
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R

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

S  
H  
I  
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T  
O

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY  
  
624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/24/2012				

BID OPENING DATE: 03/21/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: PAUL REYNOLDS FILE 43						
REQ. NO.: FOR12008						
BID OPENING DATE: 03/21/2012						
BID OPENING TIME: 01:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-632-1501 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- DAN HILL -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	304-632-1501	DATE	05/02/2012
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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



To provide expertise, labor, and materials to replace roof on Nursery residence

The vendor shall be responsible for being familiar with the residence roof. The size of the roof noted below is a ground-level estimate. Pitch of the roof will not be estimated by agency personnel.

Remove and dispose of old shingles and sheathing

Residence is located at:  
Clements State Tree Nursery  
624 Forestry Drive  
West Columbia, West Virginia 25287

Outside dimensions of the hip style roof are approximately 35' X 49'

Replace with:  
Minimum 5/8" OSB sheathing  
Drip edge  
Minimum 15# felt  
30 year warranty, 3-tab, algae resistant asphalt shingles - brown  
Hip and ridge caps to match shingles  
All necessary flashing, including valley and pipe flashing  
H clips  
Roof vents

This project must be completed within 30 days of award of Purchase Order.

Cancellation: The Director of the Division of Forestry 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 to the specifications of the bid and contract.

Wage rates: The Vendor or subcontractor shall pay the higher of the US Department of Labor minimum wage rates as established for Mason County, pursuant to West Virginia Code 21-5A, et, seq (prevailing wage rates apply to this project).

Workers Compensation: The successful bidder shall be required to provide a certificate from Workers Compensation.

Insurance: The successful bidder shall furnish proof of commercial general liability insurance prior to issuance of contract; the minimum amount of insurance coverage required is \$250,000.

Warranty: The vendor shall provide a two (2) year warranty on the workmanship and installation on this project.

**FOR12008****Bid Specifications for Nursery Packing House Metal Roof Installation and Related Repairs  
West Virginia Division of Forestry**

The West Virginia Division of Forestry (WVDof) is requesting quotations to provide all labor and materials required in the installation of metal roofing in place of an existing asphalt shingle roof and related repairs on its 'Auxiliary Packing House' at Clements State Tree Nursery in West Columbia, Mason County, West Virginia, as herein stated.

**PRE-BID MEETING**

A mandatory pre-bid meeting for this project is scheduled for 03/07/12 at **10:30 AM**. Bidders attending the meeting shall assemble in the Nursery Office at Clements State Tree Nursery at 624 Forestry Drive, West Columbia, Mason County, WV. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the bid. No one person may represent more than one bidder. An attendance sheet will be made available for all attendees for the official document verifying attendance.

A site visit shall immediately follow the mandatory pre-bid meeting.

Bidder's formal questions must be submitted in writing to the WV Purchasing Division. Verbal questions and/or answers at the pre-bid meeting shall not be considered to be official.

No work shall begin on this project prior to receipt of the signed purchase order and written notice-to-proceed letter.

**SCOPE OF WORK**

The work covered under this section of the RFQ specifications consists of furnishing all the labor and materials required to install new metal roofing on the entire roof of Auxiliary Packing House at Clements State Tree Nursery. Associated work will include, but not be limited to, installation of new underlayment, drip edges, closure strips, roof panels, flashing, roof boots, cap flashing, ridge cap, and sealants, all as required for proper installation.

The work shall also include furnishing all the labor and materials required to remove the existing asphalt shingles and underlayment and replace any sheathing or other wood structure damaged by leakage. The cost of this work must be included in the quotation provided on Attachment C; no separate reimbursement will be made for this portion of the project.

The Auxiliary Packing House shall remain in full operation during the course of this work, as determined by the Nursery Superintendent. Work shall be coordinated with the Nursery Superintendent or his designee to minimize potential disruption to the spaces below. Vendor shall be responsible for damage to the building or materials resulting from leakage caused by or during the operations. Vendor shall coordinate construction around the Nursery's work requirements.



**Scope of Work Continued**

In addition to the installation of new material roofing on the entire roof of the Auxiliary Packing House, the WVDOT is also interested in a similar installation of new metal roofing on the entire roof of the Shop Building, which is adjacent to the Auxiliary Packing House at Clements State Tree Nursery. The Auxiliary Packing House shall be completed first. The Shop Building shall be completed by September 30, 2012. The DOT and Successful bidder will work together to determine the date on which work on the Shop Roof may begin.

**BID COMPLETION**

A quotation for this project must meet the terms outlined in the General Conditions (below); Vendor should enter their bid on the appropriate line on Attachment C (Bid Sheet) for the job explained below. Further instructions and examples of the bid selection process are included on Attachment C.

**GENERAL CONDITIONS****I. BID SUBMITTALS AND CONTRACTORS QUALIFICATIONS**

- A. Vendor shall procure all necessary permits and licenses to comply with all applicable laws (Federal, State, or municipal) along with all regulations and ordinances of any regulating body.
- B. Vendor should submit a letter from the manufacturer identifying the installer of the metal roofing system as an authorized installer approved by the manufacturer.
- C. Vendor will be responsible for parts and materials as follows:
  1. Vendor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of the purchase order. Vendor will be responsible for the removal of all waste and debris on a daily basis at their cost as a result of fulfilling this purchase order. All roof surfaces are to be field cleaned using a broom to assure that all debris is removed prior to roofing installation.
  2. Vendor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this purchase order. No separate reimbursement will be made for travel.
  3. Vendor will be responsible for shipment and/or delivery of all materials to the job site; this price must be included in the quotation provided on Attachment C. No separate reimbursement will be made for shipping or delivery.
- D. The successful bidder must submit a color palate, from the manufacturer, of all exposed materials for selection by the Nursery Superintendent.
- E. Any and all work to be performed to successfully execute the terms of this purchase order by a third party or sub-contractor must be pre-approved by the Nursery Superintendent. All such work, after the Nursery Superintendent's approval, will remain the sole responsibility of the successful bidder/Vendor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will Vendor transfer responsibility for any work as described herein by a third party or sub-contractor.
- F. Vendor will furnish any incidental work, materials, labor, and equipment that are necessary to complete the project, even if such incidental works are not explicitly included in the bid specifications.

**II. MATERIAL/PROJECT SPECIFICATIONS**

- A. Underlayment: Use ESP Econo-E reflective insulation or equal. Underlayment shall be installed according to manufacturer's instructions.
- B. Metal Roofing, Trims, and Flashing
  1. The Metal Roofing Manufacturer will provide all components required for a complete metal roofing system to include panels, trim/flashings, ridge, closures, sealants, fillers, and any other required items.
  2. Panels shall be minimum 29 gauge, ASTM A 653, Grade 80, Galvalume with G60 zinc coating on both sides.
  3. All exterior surface finishes shall meet Energy Star standards.

4. Panels shall be Agriculture Panel style, roll-formed, 36 inch wide, installed continuously with no end-laps.
5. Panels shall have a support leg with a continuous anti-siphon drain channel on the under lapping corrugation.
6. Panels shall attach to secondary framing with color-coated #10 x 1½ inch piercing screws with ¼ inch hex head, preassembled to an EPDM rubber that is vulcanized to a steel washer. Screws are to be fastened according to the manufacturer's instructions.
7. Any existing metal fascia, soffit, gutter, and siding shall remain.
8. Wall coping, roof edgings, wall-to-roof trim, and ridge cap work shall be: replaced if in place; installed new if not in place; matched in color with roof panels; and shall be installed according to the manufacturer's specifications.
9. All roofing, trims, and flashings shall be furnished in a standard color chosen by the Nursery Superintendent from the manufacturer's standard color chart.
10. All roofing, trims, and flashings shall be installed according to the manufacturer's instructions.
11. A snow retention system shall be installed along the roof eaves. A water diverter may be used for snow retention in lieu of snow cleats/clips. Two rows of protections shall be installed above all door openings; the first row along the eaves and the second row 16 inches to 24 inches above the first row. Color shall be chosen by the Nursery Superintendent from a presented palate before ordering.
12. Vent flashing shall be flexible flashing made of EDPM or Silicon. Vendor shall use Aztec brand Master Flash style roof flashing or equal, and shall install according to the manufacturer's instructions.

### III. PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Metal roofing system is to be delivered to the job site properly packaged to provide protection against transportation damage.
- B. Care is to be exercised in unloading, storing, and installing metal roofing system components to prevent bending, warping, twisting, and surface damage.
- C. All materials are to be stored above ground on well-supported platforms. Materials are to be stored under a waterproof covering. Proper ventilation is to be provided to metal roofing system components to prevent condensation build up between each panel or trim/flashings component.

### IV. USE/CARE OF PROPERTY

- A. A trailer or temporary storage building may be set on the site by Vendor for all equipment and tools. The location must be approved by the Nursery Superintendent. Vendor is responsible for all tools, equipment, and materials.
- B. Access to the work site will generally be Monday thru Friday, between 6:00 AM and 6:00 PM. No holiday or weekend work will be permitted without prior approval by the Nursery Superintendent.
- C. Vendor is responsible for protecting the building to be reroofed, adjacent buildings, walkways, site improvements, HVAC equipment, vehicles, exterior plantings, and landscaping from damage or soiling from reroofing operations.



- D. Vendor shall be responsible for barricading areas of work to maintain the safety of employees and the public and to perform all work and procedures as required by all applicable federal, state, and local rules and regulations.
- E. Weather Limitations: Vendor is to proceed with reroofing preparations only when existing and forecasted weather conditions permit work to proceed without water entering the building.
- F. Vendor will be responsible for the removal of all waste and debris
- G. Vendor shall be responsible for the provision and maintenance of portable toilets or their equal. In place of portable toilets Vendor may use the Nursery Office facilities during normal working hours from 8:00 AM to 4:00PM.
- H. Vendor shall clear the area utilizing a magnetic broom or nail sweeper at the end of the project. Vendor shall also clear the area in a similar manner as directed by the Nursery Superintendent.

#### V. Warranty

- A. Roofing: Minimum forty (40) years. The manufacturer shall warrant the roofing from the date of shipment.
- B. Roof leaks: Minimum five (5) years. Vendor shall warrant the cost to correct any roof leaks occurring due to the improper or ineffective installation from the final date of installation.
- C. Warranty documents shall be completed and submitted prior to or in conjunction with final invoicing.

This Request for Quotations also incorporates the following documents:

- A. Project drawings (Attachment A and B)
- B. Bid sheet (Attachment C)

#### ALTERNATIVE BID

To obtain the most cost efficient price to complete this purchase order, the WVDOF will also accept bids for the installation of asphalt shingles instead of metal roofing.

To accomplish this, if Vendor wishes to bid the installation of asphalt shingles in conjunction with or instead of a bid for the installation of metal roofing, the following changes will be made:

**Change 1:** Section I (General Conditions), subsection B is eliminated; all other subsections of Section I remain the same.

**Change 2:** Section II is replaced to read as follows:

**MATERIAL/PROJECT SPECIFICATIONS**

1. Shingles are to be laminate (also known as dimensional) asphalt shingles.
2. Minimum 5 year 100% warranty. Pro-rated minimum 30 year warranty.
3. Minimum 60 MPH 5 year wind velocity warranty.
4. Minimum 10 year algae resistance warranty.
5. Warranty documents shall be completed and submitted prior to or in conjunction with final invoicing.
6. Minimum 15# felt.
7. Any existing metal fascia, soffit, gutter, and siding shall remain.
8. Wall coping, roof edgings, wall-to-roof trim, flashing; and ridge cap work shall be: Replaced if in place; installed new if not in place; and shall be installed according to the manufacturer's specifications.
9. All roofing, trims, and flashings shall be furnished in a standard color chosen by the Nursery Superintendent from the manufacturer's standard color chart.
10. All roofing, trims, and flashings shall be installed according to the manufacturer's instructions.
11. A water diverter system shall be installed along the roof eaves above all door openings. The water diverter system shall be installed 16 inches to 24 inches above the eaves. Color shall be chosen by the Nursery Superintendent from a presented palate before ordering.
12. Vent flashing shall be flexible flashing made of EDPM or Silicon. Vendor shall use Aztec brand Master Flash style roof flashing or equal, and shall install according to the manufacturer's instructions.

**Change 3:** Section III is replaced to read as follows:

- A. Asphalt shingles are to be delivered to the job site properly packaged to provide protection against transportation damage.
- B. Care is to be exercised in unloading, storing, and installing asphalt shingles to prevent damage.
- C. All materials are to be stored above ground on well-supported platforms. Materials are to be stored under a waterproof covering. Proper ventilation is to be provided to asphalt shingles to prevent condensation build up between shingles.

**Change 4:** Section V is eliminated, and is incorporated in Section II (Change 3) above.

The Auxiliary Packing House roof shall be completed first. The Shop Building roof shall be completed no later than September 30, 2012; the WVDOF and the Successful Bidder will work together to determine the date on which work on the Shop Building roof may begin.

Keep in mind these changes apply only if Vendor is bidding the installation of asphalt shingles. All other specification, unless specifically noted in the above changes, remain in effect.

#### **CONFIDENTIAL INFORMATION**

The WVDOF may grant Vendor and its employee's specific access to WVDOF's physical facilities, its computer network, systems/applications, and/or equipment and its information in various oral, written, or electronic forms as required for implementation of Purchase Order. All information disclosed or provided by the WVDOF will be considered to be Confidential Information regardless of whether it was provided before or after the date of this Purchase Order or how it was provided. Confidential Information will not include information that:

- Is generally known about the WVDOF and West Virginia State Government;
- Is now or subsequently becomes generally available to the public through no wrongful act of Vendor;
- Vendor rightfully had in its possession prior to the disclosure to Vendor by the WVDOF;
- Is independently created by Vendor without direct or indirect use of the Confidential Information; or
- Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

Vendor may only disclose the WVDOF's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

Vendor will access the WVDOF's and State of West Virginia's governmental facilities, computer network, systems/applications, equipment, and/or information only after requesting and being granted permission. Vendor must request permission from WVDOF personnel. Upon receiving permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by the WVDOF to perform the required services.

Vendor will limit access to the WVDOF's Confidential Information, computer network, systems/applications, and/or equipment to only those of its employees or agents that are directly involved in performing work under this Purchase Order. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use, and will take all necessary steps to ensure that the terms of this Purchase Order are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications, and/or equipment to which it has been granted access. The WVDOF may at any time request the return of any or all Confidential Information or revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Purchase Order, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications, and equipment of the WVDOF.

If Vendor loses or makes unauthorized disclosure of the WVDOF's Confidential Information, Vendor will immediately notify the WVDOF's Privacy Officer and will take all necessary steps to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to the WVDOF's computer network, systems/applications, and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify the WVDOF's Privacy Officer and will take all reasonable and necessary steps to terminate the unauthorized access.

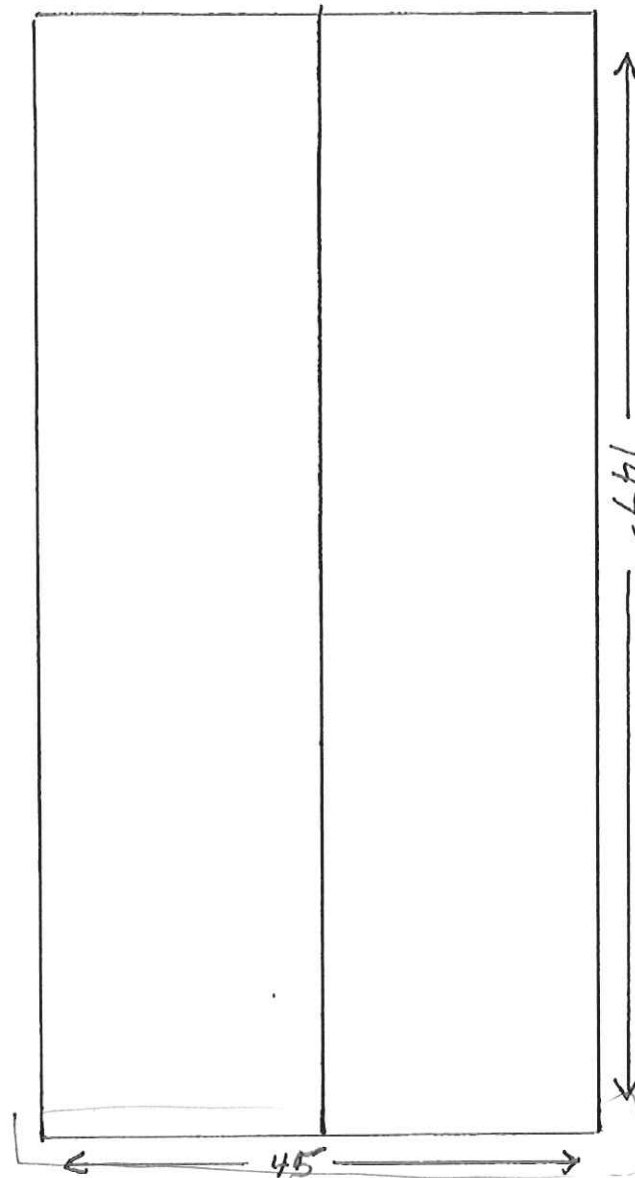


**ATTACHMENT A  
FOR 12008**

**Blid Specifications for Nursery Packing House Metal Roof Installation and Related Repairs  
West Virginia Division of Forestry**

**AUXILIARY PACKING HOUSE**

The dimensions provided are exterior dimension of the building only, not the roof itself. Additionally, no estimate of the roof pitch will be made by the WVDOF. Vendors will be responsible for securing their own measurements on the day of the pre-bid meeting.



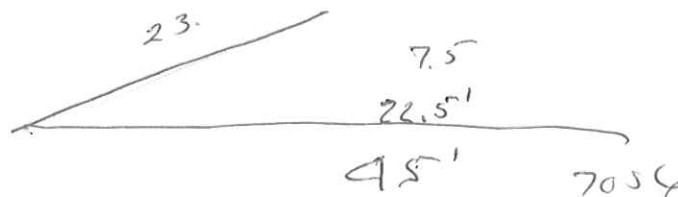
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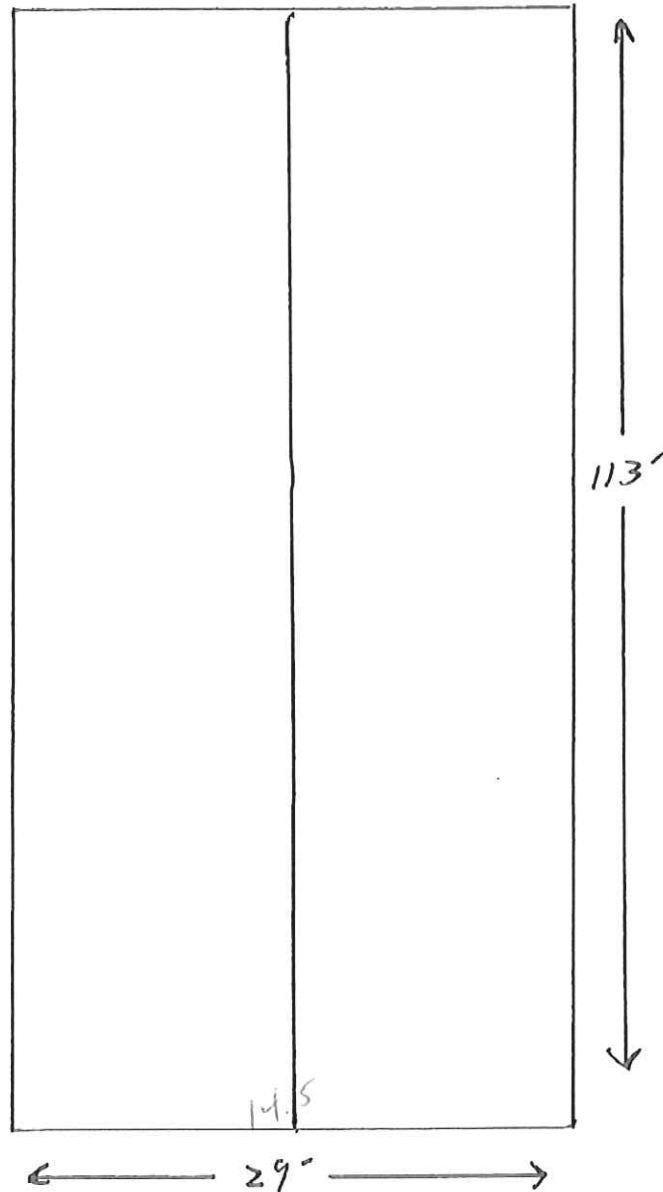
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ATTACHMENT B  
FOR12008

Bid Specifications for Nursery Packing House Metal Roof Installation and Related Repairs  
West Virginia Division of Forestry

SHOP BUILDING

The dimensions provided are exterior dimension of the building only, not the roof itself. Additionally, no estimate of the roof pitch will be made by the WVDOF. Vendors will be responsible for securing their own measurements on the day of the pre-bid meeting.



4/12

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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

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS  
304-558-0468

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

GAULEY BRIDGE WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/19/2012				

BID OPENING DATE: 03/29/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE CHANGED						
FROM: 03/21/12 @1:30 P.M.						
TO: 03/29/12 @1:30 P.M.						
SIGN IN SHEET ATTACHED						
NO OTHER CHANGES						
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
***** THIS IS THE END OF RFQ FOR12008 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	304-632-1600	DATE	05/02/2012
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

WV PURCHASING ACA SECT Fax 304-558-4115

Mar 26 2012 06:53am P001/001

# Request for Quotation

REQ NUMBER

FOR12008

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS  
304-558-0468

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

GAULEY BRIDGE WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/26/2012				

BID OPENING DATE:

04/11/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE CHANGED						
FROM: 03/29/12 @1:30 P.M.						
TO: 04/11/12 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
***** THIS IS THE END OF RFQ FOR12008 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Robert D. Hill

TELEPHONE

304-632-1600

DATE

05/02/2012

TITLE

President

FEIN

55-0648251

ADDRESS CHANGES TO BE NOTED ABOVE

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





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

WV PURCHASING ACA SECT Fax 304-558-4115

Apr 10 2012 01:18pm P002/005

# Request for Quotation

BID NUMBER

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS  
304-558-0468

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

GAULEY BRIDGE WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2012				

BID OPENING DATE: 04/25/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
TO CHANGE BID OPENING DATE						
FROM: 04/11/2012 @ 1:30 P.M.						
TO: 04/25/2012 @ 1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS	770-65	ROOFING, GALVANIZED SHEET METAL		
***** THIS IS THE END OF RFQ FOR12008 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	304-632-1600	DATE	05/02/2012
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

WV PURCHASING AGENCY FAX 304-558-4115

Apr 18 2012 10:17am P001/006

# Request for Quotation

RFQ NUMBER

FOR12008

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS  
304-558-0468

\*709053330 304-632-1558  
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PO BOX 685

GAULEY BRIDGE WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/17/2012				

BID OPENING DATE:

05/02/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS AND ANSWER TO QUESTIONS ATTACHED.						
DEADLINE FOR ADDITIONAL TECHNICAL QUESTIONS EXTENDED TO 4:30 P.M. 04/24/12 VIA E-MAIL TO PAUL.REYNOLDS@WV.GOV OR FAX 304-558-4115.						
REVISED BID SCHEDULE ATTACHED.						
BID OPENING DATE CHANGED						
FROM: 04/25/12 @ 1:30 P.M.						
TO: 05/02/12 @ 1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
***** THIS IS THE END OF RFQ FOR12008 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	304-632-1600	DATE	05/02/2012
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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

### **Addendum 4**

#### **To ADD/CHANGE THE FOLLOWING SPECIFICATIONS:**

**PAGE 10:** THE SECTION REFERRING TO THE RESIDENCE BUILDING IS TO BE REMOVED FROM THE BIDDING.

#### **SECTION II PARAGRAPH B LINE 2.**

##### **CHANGE:**

**From:** Panels shall be a minimum of 29 gauge, ASTM A 653, Grade 80, Galvalume with G60 zinc coating on both sides.

**To:** Panels shall be a minimum of 24 gauge, ASTM A 653, Grade 80, Galvalume with G60 zinc coating on both sides.

#### **SECTION II PARAGRAPH B LINE 7.**

##### **CHANGE:**

**From:** ANY EXISTING METAL FASCIA, SOFFIT, GUTTER, AND SIDING SHALL REMAIN.

**To:** ANY EXISTING METAL FASCIA, SOFFIT, AND SIDING SHALL REMAIN.

#### **SECTION II PARAGRAPH B LINE 8.**

**ADD:** 6" GUTTERS AND 3" X 4" DOWN SPOUTS

**ADD:** METAL GUTTER BACKING

#### **SECTION V LINE C.**

**From:** Roofing: Minimum forty (40) years. The manufacturer shall warrant the roofing from the date of shipment.

**To:** Roofing: Minimum forty (40) years. Manufacturer information should be presented with the bid.

#### **Addendum 4**

**To address the following questions:**

**Question:** What is thickness of insulation, and is it to be installed over the wood underlayment?

**Answer:** Insulation should be at least 3/16 inches, and installed over the wood underlayment.

**Question:** Vendor Warranty for Aluminum roofing – is this a finish warranty, and will a 20 year suffice?

**Answer:** Yes, this is a finish warranty, and No a 20 year will not suffice. Many manufacturers offer 40 year and greater warranties

**Question:** Please verify that the panels are to be painted.

**Answer:** Yes, the panels are to be painted by manufacturer in the color specified by the Nursery Supervisor.

**Question:** Is all underlayment/sheathing to be removed?

**Answer:** All tar paper underlayment is to be removed. Only the damaged wood sheathing sections are to be removed and replaced. We do not know how much will need to be removed. We request that vendors submit a bid for price per board foot for underlayment/sheathing.

**Question:** Could you specify the snow retention system?

**Answer:** Snow retention system should be the E-Rail type with 2 rails. Two rows will be used on the front of the Auxiliary Packing house, and two rows shall be used above the doors on the back of the Auxiliary Packing house. Two rows should be installed in the front of the Shop Building, and one row on the back.

**Question:** What is the thickness of the sheathing on the buildings?

**Answer:** As stated on Attachments A & B, No estimate of the roof pitch will be made by the WVDOF. Vendors will be responsible for securing their own measurements on the day of the pre-bid meeting.

**Question:** Are we removing and replacing gutters?

**Answer:** Yes, you may bid on gutter replacement for both buildings. We are requesting 6 inch continuous aluminum gutters with 3 by 4 inch down spouts.

**Question:** Are furring strips to be used between underlayment and metal roof?

**Answer:** No

**Question:** How do we include fascia replacement in the bid?

**Answer:** Any fascia needing to be replaced – bid will be done by price per linear foot.

**Question:** Can crews work from 7am to 7pm?

**Answer:** Yes. Normal working hours for the nursery are 8am to 4pm, for hours after that vendor will need to provide their own portable toilets.

**Question:** Knowing that the building will remain in use throughout the reroofing process, will noise be a problem for nursery staff?

**Answer:** Nursery staff expects noise to be present during the work, and will not have a problem with it.

**Question:** Is the required 40 year warranty a finish warranty?

**Answer:** Yes, this is a warranty supplied by the manufacturer

**Question:** Can you provide a pitch for the roof?

**Answer:** As stated on Attachments A & B, No estimate of the roof pitch will be made by the WVDOF. Vendors will be responsible for securing their own measurements on the day of the pre-bid meeting.



**Question:** Can both roofs be renovated at the same time?

**Answer:** Yes, if both roofs are awarded to a vendor plans can be made to avoid several mobilizations.

**Question:** Will the Nursery supervisor contact power company to detach overhead power lines near the roof?

**Answer:** Yes

**Question:** Have the shingle or mastic been tested for asbestos?

**Answer:** Tests were conducted and there is no asbestos present.



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

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS  
304-558-0468

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

GAULEY BRIDGE WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
04/26/2012						
BID OPENING DATE: 05/02/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
CHANGES TO THE SPECIFICATIONS, ANSWER TO QUESTIONS, AND REVISED ATTACHMENT C ATTACHED.						
BID OPENING DATE REMAINS 05/02/2012 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
***** THIS IS THE END OF RFQ FOR12008 ***** TOTAL:						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Robert D. Hill		304-632-1600		5-2-2012		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
President		55-0648251				

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

WV Division of Forestry  
RFQ # FOR12008  
Addendum 5

CHANGES TO THE SPECIFICATIONS

SECTION V LINE A

From: Roofing: Minimum forty (40) years. The manufacturer shall warrant the roofing from the date of shipment.

To: Roofing: Minimum twenty (20) years to a maxim of forty (40).  
Manufacturer information should be presented with the bid.

To address the following questions:

Question: Can you provide a list of acceptable manufacturers that may offer a 40 year finish warranty

Answer: We will not supply.

Question: It was my understanding at the pre-bid meeting that we are to cover all existing fascia boards in metal, since the change has been made in addendum #4 section II paragraph b line 7 does this mean we are not covering any existing fascia in metal?

Answer: No, all fascia boards must be covered in metal.

Question: In addendum #4 there is a new bid sheet to use and in it there is a line for the "Total" to be completed, however since we don't know the exact amount of guttering to be installed and underlayment to be replaced we can't give an exact "Total". Do we just need to leave this line blank in our bid submittals?

Answer: Vendors may disregard the lines stating total.

REVISED ATTACHMENT C

FOR12008

3

Bid Specifications for Auxiliary Packing House and Shop Building and Related Repairs  
West Virginia Division of Forestry

**1. ORIGINAL SCOPE OF WORK: All inclusive cost of installation of (metal roofing) system.**

a. Auxiliary Packing House

\$ 98,000.00

Linear foot price for gutters/downspouts

\$ 12.00

Per square foot price for underlayment boards

\$ 4.00

b. Shop House

\$ 55,000.00

Linear foot price for gutters/downspouts

\$ 12.00

Per square foot price for underlayment boards

\$ 4.00

**2. Alternative Bid: All inclusive cost of installation of (asphalt shingles.)**

a. Auxiliary Packing House

\$ 58,000.00

Linear foot price for gutters/downspouts

\$ 12.00

Per square foot price for underlayment boards

\$ 4.00

b. Shop House

\$ 32,000.00

Linear foot price for gutters/downspouts

\$ 12.00

Per square foot price for underlayment boards

\$ 4.00

WV DOF reserves the right to grant a partial award for this purchase order.

Revised 4/24/2012



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

# Request for Quotation

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304-558-0468

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GAULEY BRIDGE WV 25085

DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

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DATE PRINTED		TERMS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS	
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BID OPENING DATE:		05/17/2012		BID OPENING TIME		01:30PM			
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE		AMOUNT		
ADDENDUM NO. 6									
BID OPENING DATE CHANGED									
FROM: 05/02/12 @1:30 P.M.									
TO: 05/17/12 @1:30 P.M.									
NO OTHER CHANGES									
0001	1	LS		770-65					
ROOFING, GALVANIZED SHEET METAL									
***** THIS IS THE END OF RFQ FOR12008 ***** TOTAL:									

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	304-632-1600	DATE	5-17-2012
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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





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

WV PURCHASING ACA SECT Fax 304-558-4115

May 7 2012 01:06pm P001/001

# Request for Quotation

REQ NUMBER  
FOR12008

PAGE  
1

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PAUL REYNOLDS  
304-558-0468

\*709053330 304-632-1558  
DANHILL CONSTRUCTION COMPANY  
PO BOX 685

GAULEY BRIDGE WV 25085

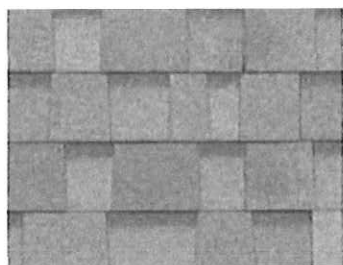
DIVISION OF FORESTRY  
CLEMENTS STATE TREE NURSERY

624 FORESTRY DRIVE  
WEST COLUMBIA, WV  
25827-8686 304-675-1820

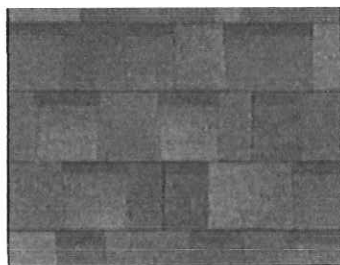
DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
05/07/2012						
BID OPENING DATE: 05/17/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 7						
CHANGES TO THE ANSWER TO THE SPECIFICATIONS IN ADDENDUM NO. 4 ON THE QUESTION:  COULD YOU SPECIFY THE SNOW RETENTION SYSTEM?  THE ANSWER TO THE QUESTION CHANGED TO READ:  SNOW RETENTION SYSTEM SHOULD BE A RAIL TYPE WITH 2 RAILS, SUITABLE FOR A SCREW DOWN METAL ROOF PANEL. TWO ROWS WILL BE USED ON THE FRONT OF THE AUXILIARY PACKING HOUSE, AND TWO ROWS SHALL BE USED ABOVE THE DOORS ON THE BACK OF THE AUXILIARY PACKING HOUSE. TWO ROWS SHOULD BE INSTALLED IN THE FRONT OF THE SHOP BUILDING, AND ONE ROW ON THE BACK.  BID OPENING DATE AND TIME REMAINS 05/17/12 @1:30 P.M.  NO OTHER CHANGES						
0001	1	LS		770-65		
ROOFING, GALVANIZED SHEET METAL						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE Robert D. Hill			TELEPHONE 304-632-1600		DATE 5-17-2012	
TITLE President		FEIN 55-0648251		ADDRESS CHANGES TO BE NOTED ABOVE		

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

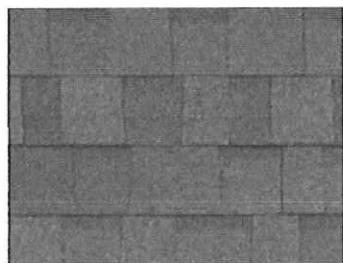
# Oakridge® Shingles



Desert Tan<sup>†</sup>



Brownwood<sup>†</sup>

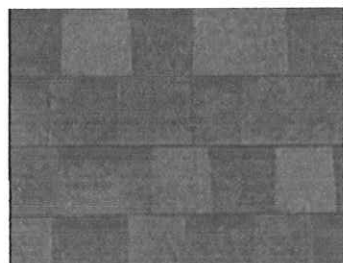


Teak<sup>†</sup>

Not Available in Service Area A (see map).



Driftwood<sup>†</sup>



Onyx Black<sup>†</sup>



Estate Gray<sup>†</sup>



Sierra Gray<sup>†</sup>

Not Available in Service Area C (see map).

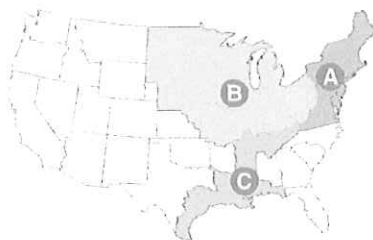


Chateau Green<sup>†</sup>

Not Available in Service Area A (see map).



Shasta White<sup>†</sup>



Oakridge® shingles have a warm, inviting look in popular colors for a step up from traditional three-tab shingles. A Limited Lifetime Warranty<sup>\*\*\*</sup> with 110/130<sup>\*\*</sup> MPH Wind Resistance Limited Warranty<sup>\*</sup> adds to this shingle's appeal, along with our Algae Resistance Limited Warranty<sup>\*</sup>.

## ENERGY STAR® is for roofs too



Similar to the energy-efficient appliances in your home, roofing products can provide energy-saving qualities. Owens Corning® Oakridge roofing shingles in Shasta White can help reduce your energy bills when installed properly. These shingles reflect solar energy, decreasing the amount of heat transferred to a home's interior—and the amount of air conditioning needed to keep it comfortable. Actual savings will vary based on geographic location and individual building characteristics. Call 1-800-GET-PINK<sup>®</sup> or 1-888-STAR-YES for more information.

## Product Attributes

### Warranty Length<sup>\*</sup>

Limited Lifetime<sup>††</sup>

### Wind Resistance Limited Warranty<sup>\*</sup>

110/130<sup>\*\*</sup> MPH

### Algae Resistance Limited Warranty<sup>\*</sup>

10 Years

### Tru PROtection® Non-Prorated Limited Warranty<sup>\*</sup> Period

10 Years

## Oakridge® Shingles Product Specifications

Nominal Size	13¼" x 39⅝"
Exposure	5⅝"
Shingles per Square	64
Bundles per Square	3
Coverage per Square	98.4 sq. ft.

## Applicable Standards and Codes

ASTM E 108, Class A Fire	ASTM D 3462
ASTM D 3161, Class F Wind	ASTM D 228
ASTM D 7158, Class H Wind	UL 790, Class A
ASTM D 3018, Type 1	CSA 123.5 <sup>†</sup>

\* See actual warranty for complete details, limitations and requirements.

\*\* 130 MPH is applicable only with 6-nail application and Owens Corning™ Starter Shingle product application in eaves and rakes in accordance with installation instructions.

† Applicable in Brookville, Kearny, Medina, Minneapolis and Summit plant service areas only.

‡ Owens Corning strives to accurately reproduce photographs of shingles. Due to manufacturing variances, the limitations of the printing process and the variations in natural lighting, actual shingle colors and granule blends may vary from the photo. The pitch of your roof can also impact how a shingle looks on your home. We suggest that you view a roofing display or several shingles to get a better idea of the actual color. To accurately judge your shingle and color choice, we recommend that you view it on an actual roof with a pitch similar to your own roof prior to making your final selection. Color availability subject to change without notice. Ask your professional roofing contractor for samples of colors available in your area.

ENERGY STAR and the ENERGY STAR mark are registered trademarks of the U.S. Environmental Protection Agency.

†† 40-year Limited Warranty on commercial projects.

## The essentials for a healthy roofing system.

It takes more than just shingles to create a high-performance roof. It requires a system of products working together. Owens Corning® Roofing Essentials™ Accessory Products work with our shingles to make up a roofing system that helps provide maximum durability for your roof. And the most protection for your home.

- a VentSure® Ventilation Products.** Help protect a roof from premature failure by helping remove heat and moisture from the attic. 
- b PINK® Fiberglas™ Blown-In Insulation.** Tiny air pockets trapped in the insulation resist the passage of heat flow.
- c Owens Corning® Hip & Ridge Shingles.** Help protect the ridge vent and add an attractive, finished look to a roof's hips and ridges.
- d Owens Corning® Shingles.** Add durable beauty to a home. Shingles are the first line of defense against the elements.
- e Owens Corning® Underlayment Products.** Add an extra layer of protection between the shingles and the roof deck to help prevent damage from wind-driven rain.
- f WeatherLock Self-Sealing Ice & Water Barrier Products.** Help guard vulnerable areas where water can do the most damage to a roof: eaves, valleys, dormers and skylights.
- g Owens Corning® Starter Shingle Products.** The first step in the proper installation of shingles.
- h Owens Corning® Undereave Ventilation Products.** Help prevent moisture buildup in the attic by working with ridge vents to keep air moving.



## Looking for more color on your roof?

Consider our Designer Colors Collection, the latest addition to our Duration® Series shingles product line. They offer the same exceptional performance—in five unique colors you won't find elsewhere. Ask your contractor how our Designer Colors Collection can transform the look of your home.

Want to know more about Owens Corning™ products or find an Owens Corning™ Preferred Contractor in your area?

It's easy to reach us:

**1-800-GET-PINK®**  
**www.roofing.owenscorning.com**



**OWENS CORNING ROOFING AND ASPHALT, LLC**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OHIO, USA 43669

**1-800-GET-PINK®**  
**www.roofing.owenscorning.com**

Pub. No. 10009497-H. Printed in U.S.A. December 2011. THE PINK PANTHER™ & © 1964–2011 Metro-Goldwyn-Mayer Studios Inc. All Rights Reserved. The color PINK is a registered trademark of Owens Corning. ©2011 Owens Corning.

(Brookville, Houston, Kearny, Medina, Memphis, Minneapolis, Summit)

Preferred Contractors are independent contractors and are neither affiliates nor agents of Owens Corning Roofing & Asphalt, LLC, or its affiliated companies.





# 1 Warranty on Roofing Shingles.

; on the transferability of this warranty are set forth herein.

PUBLIC.

roofing shingles manufactured by Owens  
ns Corning"). We believe we manufacture  
shingles available anywhere, and that is  
the best warranties in the industry. We  
n clear, plain-English terms, including the  
fully understand the warranty we are making  
erein are subject to change without notice.  
to you, please call us at 1-800-ROOFING or  
owenscorning.com.

da and you are the original consumer  
a installer or contractor), or the first  
purchaser of one of our shingle products  
rranty, you are entitled to the benefits

' shingles are free from any manufacturing  
ormance on your roof during the  
at cause leaks for the balance of the

n the type of Owens Corning™ shingles you  
this warranty for the specific warranty period

d—During the *Tru PROtection* coverage  
it to you will be 100% of material and  
ed by Owens Corning, to repair, replace  
ct to certain limitations. Our payment  
etalwork, flashings or other related work,  
move or dispose of your shingles. The  
es not apply to Wind and Algae coverage,  
istance" and "What About Algae  
nty for applicable coverage.

*Otection* coverage period for the Owens  
pired, the prorated period will begin.  
nll not be covered during the prorated  
t the number of months of use you have  
1 date through the date of your claim,  
ent to you accordingly. That is, we will  
to you through the date of your claim for  
e leaks for the balance of the applicable  
have a twenty-five (25) year warranty (i.e.,  
m in the last month of the 20th year of the  
will not cover labor but our payment to you  
xceed 60/300ths of the material cost at the  
le coverage, see the "Lifetime Shingle

verage for all lifetime shingles offered by this  
' detached homes. In the instance of shingles  
owned by, for example, corporations,  
, trusts, religious organizations, schools,  
ig arrangements, or installed on apartment  
g or premises not used by individual  
warranty period for lifetime shingles will  
installation date of the shingles, and the  
be five (5) years. For lifetime shingle  
e Proration Table."

Lifetime Shingle Proration Table			
Structure/Owner	Tru PROtection® Period Years 1-10	Prorated Period Years 11-40	Prorated Period Years 41 and Beyond
Single family detached home owned by individuals	100%	80% reduced by 2% every year thereafter until year 40	20%
Structure/Owner	Years 1-5	Years 6-40	Years 41 and Beyond
Any other types of structures or owners	100%	87.5% reduced by 2.5% every year thereafter until year 40	No coverage

4. **Exceptions**—At all times, Owens Corning's obligation to pay for repair, replacement, or prorated portion of the original purchase price of the defective shingles is subject to certain limitations. All material costs must be pre-approved by Owens Corning and Owens Corning retains the right to provide materials in lieu of compensation. Additionally, Owens Corning will not pay for any underlayment, metalwork, flashings or other related work, and we will not pay for the cost to remove or dispose of your shingles.

5. **What About Wind Resistance**—Your shingles contain asphalt sealant that requires direct warm sunlight for several days (Thermal Sealing) in order to seal properly. If your shingles are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your shingles never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to Thermal Sealing, your shingles are more vulnerable to blow-offs and wind damage. This is the fundamental nature of shingles and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that may occur prior to Thermal Sealing having occurred. After your shingles have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds up to the levels listed in the chart at the end of this warranty. HOWEVER, THE COVERAGE AGAINST SHINGLE BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF FIFTEEN (15) YEARS FOR LIFETIME SHINGLES AND FIVE (5) YEARS FOR ALL OTHER SHINGLES FROM THE ORIGINAL DATE OF INSTALLATION. Owens Corning will be liable only for the reasonable cost of replacing blown-off shingles (to include material and labor) and the reasonable cost of manually sealing the unsealed shingles remaining on the roof.

6. **What About Algae Resistance**—If the shingles that you purchased were not specifically labeled as "Algae Resistant" (AR), then any discoloration caused by algae is not covered by this warranty as explained in the section below, "What Is Not Covered." However, if you did purchase AR shingles, they are covered for the period described in the chart at the end of this warranty (prorated after the first twelve [12] months) following the date of installation ("AR Warranty Period") against brown-black staining caused by growth of blue-green algae (primarily the cyanobacteria *Gloeocapsa spp.*). We do not cover the effects of other growth such as mold, lichen and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:

A. **Remedy for Blue-Green Algae Growth**—If your AR shingles are discolored by blue-green algae growth during the first twelve (12) months of the AR Warranty Period, we will cover the cost, including labor (such cost not to exceed the initial cost of the AR shingles plus the initial cost of installation), as reasonably determined by Owens Corning, to repair, replace or recover the affected AR shingles, subject to certain limitations. We will not cover any underlayment, metalwork, flashings or other related work, and we will not cover the cost to tear off or dispose of your AR shingles. For purposes of this AR shingle warranty, the term "repair" as used above refers to cleaning or otherwise removing any blue-green algae growth from affected AR shingles. Decisions regarding whether your AR shingles should be repaired, replaced or recovered will be made solely by Owens Corning.

B. **Proration**—If your AR shingles have been installed longer than twelve (12) months, labor will not be covered and we will prorate the cost of your coverage to take into account the number of months of use that you have enjoyed through the date of your claim. For example: If you make your claim in the last month of the fifth (5th) year of the AR warranty (i.e., the 60th month) and the AR warranty length is ten (10) years (i.e., 120 months), we will not cover labor but will cover 60/120th of the reasonable material cost of the affected AR shingles (such cost not to exceed 60/120th of the material cost at time of purchase of the AR shingles).

## Transferability of This Warranty (Note: Based on Original Installation Date)

You can transfer this warranty one time, anytime during the life of the warranty. For this warranty to be transferred, the new homeowner must complete and return the attached Warranty Transfer Card, within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. Proof of purchase of the Owens Corning™ shingles and the installation date must be submitted at the same time. If the transfer takes place within the *Tru PROtection* Nonprorated period (see "Limited Warranty Information Table"), the second owner is entitled to the same coverage as the original owner. If the transfer occurs after the *Tru PROtection* Nonprorated period (see "Limited Warranty Information Table"), the balance of this warranty shall be reduced to a two (2) year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this two (2) year period, our payment to the second owner will be based only on the reasonable cost of replacement shingles reduced by the amount of use the second owner and the original homeowner have enjoyed from the original installation date through the date of your claim.

## What Is Not Covered

Our warranty does not cover damage to the shingles due to any cause not expressly covered herein. After our shingles leave our manufacturing facility, they are subjected to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with nondefective shingles caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail, strong storms (hurricanes) or winds over the maximum windspeed listed in the chart at the end of this warranty, or ice damming above the area covered by leak barriers or flashings.
2. Damage to or failure of the shingles as a result of damage to or the failure of the underlying roofing structure.
3. Foot traffic on your roof or damage caused by object(s) (e.g., tree branches) falling on your roof.
4. Improper or faulty installation of your shingles—installation must be in accordance with our written installation instructions and comply with local building codes.
5. Shading, or variations in the color of your shingles, or discoloration caused by algae, fungi, lichen or cyanobacteria (unless covered under the section "What About Algae Resistance" above).
6. Inadequate ventilation or roof drainage. Some exceptions may apply. If you have questions, please contact us at 1-800-ROOFING.
7. Settlement of the structure of your property or buckling or cracking of the deck over which your shingles are installed.
8. Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment installation, painting or the application of cleaning solutions, coatings, or other modifications.
9. Improper storage, handling or other conditions beyond our control.
10. Damages caused by, or the cost to repair or replace, any non-Owens Corning™ shingles.
11. Improperly designed or installed gutter or downspout systems.
12. Any costs that you incur which are not authorized in advance by Owens Corning.

## Replacement Shingle Variations

As a result of our ongoing efforts to improve and enhance our shingle product line, we must reserve the right to discontinue or modify our shingles, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement shingles you receive vary in color either because of normal weathering or changes in our product line. You should understand that if we replace any of your shingles under this warranty, we reserve the right to provide you with substitute shingles that are comparable only in quality and price to your original shingles.

## Payment

Under the terms of this Limited Warranty on Roofing Shingles, the manner of payment is at Owens Corning's sole discretion and may be issued in the form of either/or a combination of cash settlement and/or material credit to an existing supplier of Owens Corning™ Roofing materials. Note: The prorated material cost will be determined by the cost of the shingles at the original time of purchase.

## Claims Process

To make a claim under this warranty, you need to do so within thirty (30) days after you discover the problem. Just call us at 1-800-ROOFING or visit us at: <http://roofing.owenscorning.com/homeowner/warranty/claimform.aspx>. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles and/or shingle samples for us to test. If you have any questions, do not hesitate to call 1-800-ROOFING or visit our Web site at [www.roofing.owenscorning.com](http://www.roofing.owenscorning.com).

## Limitations

THIS WARRANTY IS EXCLUSIVE AND R CONDITIONS, REPRESENTATIONS AND OR IMPLIED, INCLUDING THE IMPLIED AND FITNESS FOR A PARTICULAR PUR OR IN EQUITY AND IS LIMITED IN LEN; PROVIDED ABOVE UNLESS A SHORTER

THIS WRITTEN WARRANTY IS YOUR EX OWENS CORNING AND REPRESENTS T OF OWENS CORNING™ SHINGLES. OWI REPRESENTATIONS, WARRANTIES OR THAN THOSE STATED EXPLICITLY HEI

YOUR REMEDY FOR DEFECTIVE SHING PRECEDING SECTION, "HOW LONG A NOT ENTITLED TO ANYTHING MORE I SECTION UNLESS OTHERWISE COVERI CORNING™ PREFERRED PROTECTION I PLATINUM PROMISE™ LIMITED WARRA FOR ANY INCIDENTAL, CONSEQUENTI DAMAGES OF ANY KIND INCLUDING D TO YOUR STRUCTURE'S CONTENTS W/ WARRANTY, NEGLIGENCE, STRICT LIA IN TORT OR FOR ANY OTHER CAUSE.

Some states do not allow limitations on h or do not allow the exclusion or limitator so the above limitation or exclusion may specific legal rights and you may also ha to state

\*See Preferred Protection and *Platinum Pr* limitations and requirements. Subject to (

## Limited Warranty Information Ta

	Warranty Length	Tru PROtection® Nonprorated Period
Berkshire®†	Lifetime	10 Yr
Woodmoor®	Lifetime	10 Yr
Woodcrest®	Lifetime	10 Yr
WeatherGuard® HP‡	Lifetime	10 Yr
Duration® Series ††	Lifetime	10 Yr
Oakridge®	Lifetime	10 Yr
Supreme®	25 YRS	5 YR
Classic®	20 YRS	3 YR
Algae Resistant shingles		

NOTE: When properly installed, Owens Corning shingles match with the corresponding roofing Ridge shingle installation instructions.

† Berkshire® Hip & Ridge is required for 15-yr

†† Includes TruDefinition® Duration® Tru TruDefinition® Duration® Designer Col and Duration® Premium shingles.

‡ WeatherGuard® HP Hip & Ridge or ProEdge UL 2218, Class IV impact-resistant roof system.

\*\* 120 MPH is applicable only with 6-nail applic instructions.

\*\*\* 130 MPH is applicable only with 6-nail applic products application along eaves and rakes u

Name of Contractor
Address
City
Phone Number

# HI-RIB

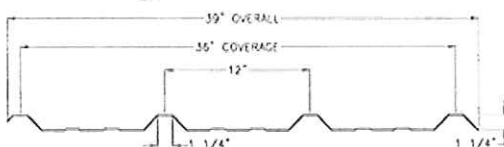
Hi-Rib metal roofing panels are first choice for delivering maximum potential to your structure. The added purlin bearing rib provides commercial grade performance, easy installation, and a sleek appearance. Hi-Rib panels are ideal for low pitch roofs.



## Hi Rib Features:

- ~ Minimum slope: 1/2:12
- ~ Available in many Mansea Metal colors
- ~ 36" panel coverage
- ~ 26 gauge steel
- ~ Substrate: Painted Galvalume AZ-50 and Mill Finished Galvalume Plus AZ-55
- ~ 1 1/4" high ribs with intermediate ribs for added strength
- ~ May be used in either horizontal or vertical orientation

*Hi-Rib Profile*



24

Mansea Metal \* 925 Rolling Hills Lane \* Winchester, KY 40391

Phone: 859-744-4475 \* Fax: 859-744-4324

[www.manseametal.com](http://www.manseametal.com)

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001196

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL

DANHILL CONSTRUCTION COMPANY  
DBA DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WV 25085-0685

**Date Issued**

AUGUST 06, 2011

**Expiration Date**

AUGUST 06, 2012



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





# CERTIFICATE OF LIABILITY INSURANCE

DANCO02

OP ID: RC

DATE (MM/DD/YYYY)

10/28/11

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 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 Jim Lively Insurance PO Box 1633 531 Jones Ave. Oak Hill, WV 25901 Robin Chapman	304-465-5685 304-465-1490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Danhill Construction Co. PO Box 685 Gauley Bridge, WV 25085		INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Group INSURER B: Chartis INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25135	

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PBP2567918 01	07/01/11	07/01/12	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 checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP2289872 01	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			PBP2567918 01	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	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	WC 005-56-4557	09/20/11	09/20/12	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WV BROAD FORM			WC 005-56-4557	09/20/11	09/20/12	

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

## CERTIFICATE HOLDER

## CANCELLATION

SELF000

CERTIFICATE FOR INSURED'S  
RECORDS  
WV

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  
Robin Chapman

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of  
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its  
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the  
penal sum of 5 % Of Bid Amount (\$ 5% ) 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  
Re Roofing of 2 separate buildings

**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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

2<sup>nd</sup> day of May, 20 12.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)

By Robert D. Hill *Robert D. Hill*  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)

Roberta Bird *Roberta Bird*  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Roberta Bird

Gauley Bridge

WV

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section I. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its \_\_\_\_\_ President and its corporate seal to be hereto affixed the \_\_\_\_\_ 27th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, A.D., 2011.

COLONIAL SURETY COMPANY

State of New Jersey

County of Bergen

SS.:



By

*Wayne Nunziata*

Wayne Nunziata, President

On this \_\_\_\_\_ 27th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, in the year 2011, before me

Theresa Spinelli

, a notary public, personally appeared

Wayne Nunziata

, personally known to me to be the person who

executed the within instrument as \_\_\_\_\_ President \_\_\_\_\_, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI  
A Notary Public of New Jersey  
My Commission Expires September 9, 2015

*Theresa Spinelli*

Theresa Spinelli

Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this \_\_\_\_\_ 2nd \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 20 12 \_\_\_\_\_.

Original printed with Blue and Black ink.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

*Audie B. Murphy*

Audie B. Murphy, Secretary

State of WV

County of Fayette

AND NOW, this 2nd day of May, in the calendar year of 2012, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of WV  
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette  
State of WV

Jessica VanMeter  
NOTARY PUBLIC





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

STATE OF West Virginia  
 COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

1. I am an employee of Danhill Construction Co; and,  
 (Company Name)
2. I do hereby attest that Danhill Construction Company  
 (Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Danhill Construction Company  
 (Company Name)

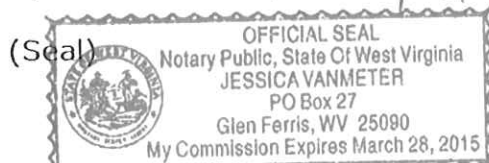
By: Robert D. Hill

Title: President

Date: May 2, 2012

Taken, subscribed and sworn to before me this 2 day of May 2012

By Commission expires 3/28/2015



Jessica VanMeter  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING 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 owed 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 exceeds 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.

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

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Danhill Construction CompanyAuthorized Signature: Robert D. Hill Date: May 2 2012State of West VirginiaCounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 2 day of May, 2012.My Commission expires March 28, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

