



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

RFQ COPY

TYPE NAME/ADDRESS HERE

PEARL GATE CONSTRUCTION
CRAIG BROWN - BUILDER
7 ANCHORS WAY
WINFIELD, WV 25213-9786

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
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 <i>C. Brown</i>		TELEPHONE 304-539-8999		DATE 3-21-12		
TITLE President		FEIN 31-150-3280		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. 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 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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7 ANCHORS WAY
WINFIELD, WV 25213-9786

DIVISION OF FORESTRY
CLEMENTS STATE TREE NURSERY

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WEST COLUMBIA, WV
25827-8686 304-675-1820

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<p>FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>		TELEPHONE 304-539-8999		DATE 3-21-12		
TITLE President		FEIN 31-150-3280		ADDRESS CHANGES TO BE NOTED ABOVE		

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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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		304-539-8999		3-21-12		
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President		31-150-3280				

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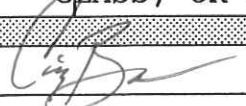
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PEARL GATE CONSTRUCTION
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<p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A 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.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 			TELEPHONE 304-539-8999		DATE 3-21-12	
TITLE President			FEIN 31-150-3280		ADDRESS CHANGES TO BE NOTED ABOVE	

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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 & 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
	304-539-8999	3-21-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	31150-3280	

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<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 			TELEPHONE 304-539-8999		DATE 3-21-12	
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NO. 1	✓	✓	✓	✓	✓	✓
NO. 2	✓	✓	✓	✓	✓	✓
NO. 3	✓	✓	✓	✓	✓	✓
NO. 4	✓	✓	✓	✓	✓	✓
NO. 5	✓	✓	✓	✓	✓	✓
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
.....					SIGNATURE	
Pearl Gate Construction, Inc.					COMPANY	
3 - 21 - 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			TELEPHONE		DATE	
President			304-539-8999		3-21-12	
TITL			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	
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CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: <i>Craig Brown</i>						
CONTRACTORS LICENSE NO.: <i>WV 026755</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>Craig Brown</i>		TELEPHONE <i>304-537-8999</i>		DATE <i>3-21-12</i>		
TITLE <i>President</i>		FEIN <i>31-150-3280</i>		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

Request for Quotation

RFO NUMBER

FOR12008

PAGE

9

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

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PEARL GATE CONSTRUCTION
CRAIG BROWN - BUILDER
7 ANCHORS WAY
WINFIELD, WV 25213-9786

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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
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:						
----- 304-755-4885 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- Craig Brown -----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
		304-539-8999		3-21-12		
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		
President		31-150-3280				

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 (WVDOP) 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 WVDOF 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 DOF 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/flashing 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 WVDOP 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.

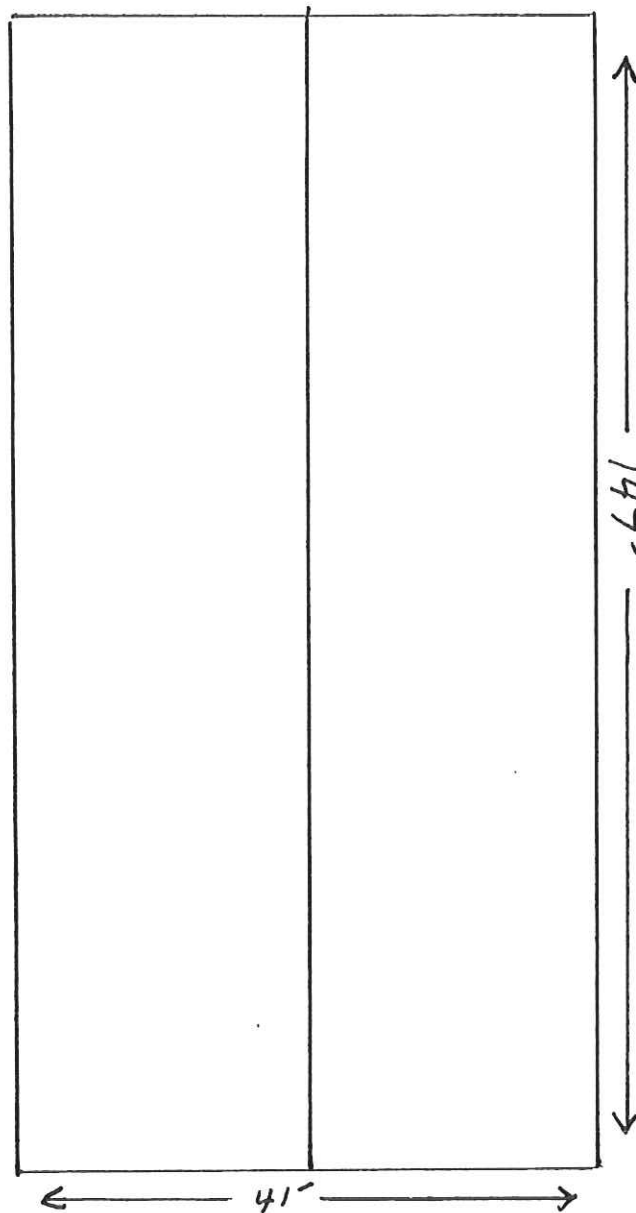
If Vendor loses or makes unauthorized disclosure of the WVDOF's Confidential Information, Vendor will immediately notify the WVDOF's Privacy Officer and will take all necessary steps to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to the WVDOF's 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
FOR12008**

**Bid 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.

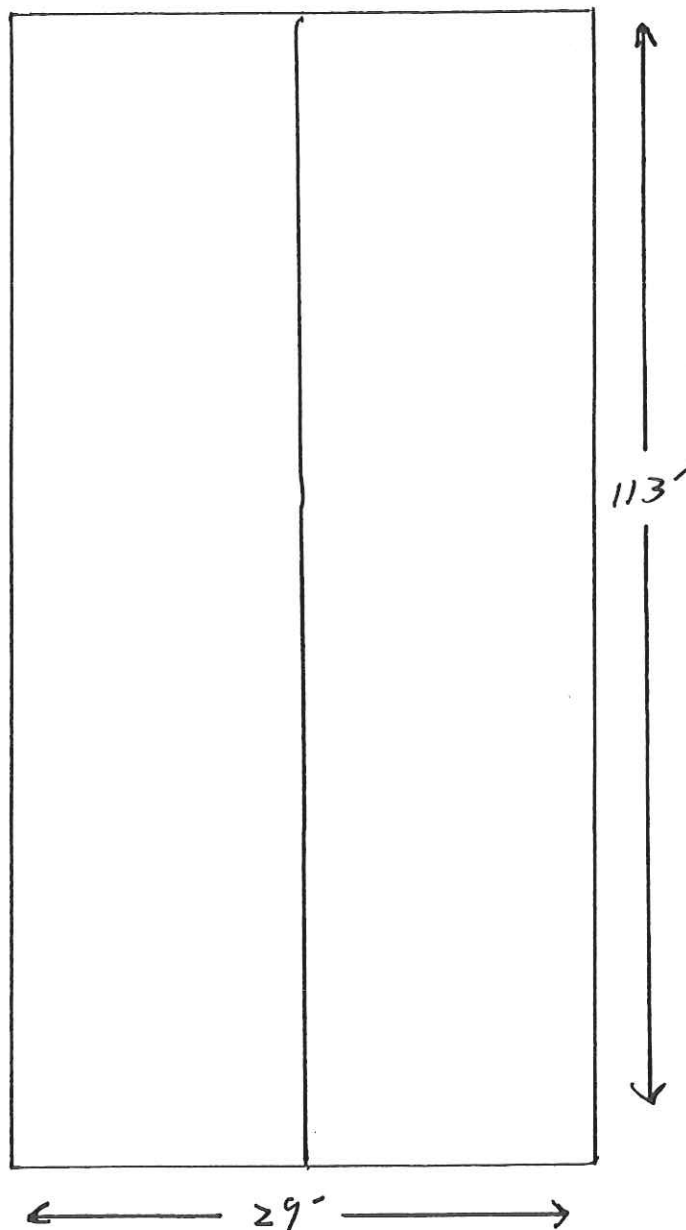


ATTACHMENT B
FOR12008

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.



ATTACHMENT C**FOR 12008****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

\$ _____

- b. Shop House

\$ _____

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

- a. Auxiliary Packing House

\$ _____

- b. Shop House

\$ _____

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



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS
304-558-0468

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*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
7 ANCHORS WAY
WINFIELD WV 25213-9786

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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		
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		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

FOR12008

Date:

03/08/2012 10:30AM

Project Description:

ROOF, GALVANIZED SHEET METAL - FORESTRY DIVISION

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<i>Mid-Atlantic Construction, Inc.</i>
Firm Address:	<i>190 Camp Canby Road</i>
	<i>Poist Pleasant, WV 25550</i>
Representative Attending:	<i>Jason McMillan / Jeff Whitley</i>
Phone Number:	<i>304-675-8810</i>
Fax Number:	<i>304-675-8811</i>
Email Address:	<i>mac - e suablenline@aol.com</i>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<i>Dankhill Construction CO.</i>
Firm Address:	<i>P.O. 685 Gauley Bridge WV.</i>
	<i>25085</i>
Representative Attending:	<i>Dale Legs</i>
Phone Number:	<i>304-632-1600</i>
Fax Number:	<i>304-632-1501</i>
Email Address:	<i>Rdankhill@hotmail.com</i>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<i>PAR Roofing Co INC</i>
Firm Address:	<i>543 Washington Ave</i>
	<i>Huntington WV 25701</i>
Representative Attending:	<i>John Cole.</i>
Phone Number:	<i>304-525-9710</i>
Fax Number:	<i>304-525-9760</i>
Email Address:	<i>Rogersjensen@yahoo.com</i>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

FOR12008

Date:

03/08/2012 10:30AM

Project Description:

ROOF, GALVANIZED SHEET METAL - FORESTRY DIVISION

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Pearl Gate Construction, Inc.
Firm Address:	7 Anchors way Winfield, WV 25213
Representative Attending:	Craig Brown
Phone Number:	304-539-8229
Fax Number:	304-755-4885
Email Address:	Cbbrown10@yahoo.com

Firm Name:	Darlene Parsons WUDOF
Firm Address:	Jonathan Parsons WUDOF
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Tri-State Roofing & Sheet Metal
Firm Address:	101 S. MEADENUE RD DAVISVILLE, WV
Representative Attending:	J.P. Hushon
Phone Number:	304-485-8596
Fax Number:	304-485-2841
Email Address:	j.hushon@tri-stateservice.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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 06:52am P001/001

Request for Quotation

BID NUMBER
FOR12008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
7 ANCHORS WAY

WINFIELD WV 25213-9786

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			TELEPHONE		DATE	
TITLE			FAX		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 01:12pm P002/005

Request for Quotation

RFQ NUMBER

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
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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	FOB	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	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

FOR12008

Date:

03/08/2012 10:30AM

Project Description:

ROOF, GALVANIZED SHEET METAL - FORESTRY DIVISION

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Mid-Atlantic Construction, Inc.
Firm Address: 190 Camp Cooker Road
B17011038 Leist Pleasant, WV 25550
Representative Attending: Jason McMillan / Jeff Whitley
Phone Number: 304-675-8810
Fax Number: 304-675-8811
Email Address: mac - @ suddenlink mail.com

Firm Name: _____
Firm Address: _____
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: Danhill Construction CO.
Firm Address: P.O. 685 Gauley Bridge WV.
25085
Representative Attending: Dale Lega
Phone Number: 304-632-1600
Fax Number: 304-632-1501
Email Address: Rolanhill@hotmail.com

Firm Name: _____
Firm Address: _____
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: PAR Roofing Co INC
Firm Address: 543 Washington Ave
709054058 Huntington WV
25701
Representative Attending: John Cole
Phone Number: 304-525-9710
Fax Number: 304-525-9760
Email Address: Rogersjensen@yahoo.com

Firm Name: _____
Firm Address: _____
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

FOR12008

Date:

03/08/2012 10:30AM

Project Description:

ROOF, GALVANIZED SHEET METAL - FORESTRY DIVISION

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Pearl Gate Construction, Inc.
Firm Address: 7 Anchors Way
334133 046 Winfield, WV 25213
Representative Attending: Craig Brown
Phone Number: 304-589-8299
Fax Number: 304-755-4885
Email Address: Cbbrown10@yahoo.com

Firm Name: Darlene Parsons WVDOF
Firm Address: Jonathan Parsons WVDOF
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: Tri-state roofing & Sheet Metal
Firm Address: 101 S. MEADOWS RD
707075-651 DAVISVILLE, WV
Representative Attending: JP Hushion
Phone Number: 304-485-8596
Fax Number: 304-485-2841
Email Address: jhushion@tri-stateservice.com

Firm Name: _____
Firm Address: _____
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

Firm Name: _____
Firm Address: _____
Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____



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

*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
7 ANCHORS WAY

WINFIELD WV 25213-9786

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		
04/17/2012						
BID OPENING DATE: 05/02/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. 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			TELEPHONE		DATE	
TITLE		FEIN		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, Gavalume with G60 zinc coating on both sides.

To: Panels shall be a minimum of 24 gauge, ASTM A 653, Grade 80, Gavalume 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.

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

Bidder's Company Name: _____
Bidders Address: _____

Remittance Address: _____
(If Different) _____

Phone Number: _____
Fax Number: _____
Email Address: _____
WV Contractor's License Number: _____

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

a. Auxiliary Packing House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

Total \$ _____

b. Shop House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

Total \$ _____

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

a. Auxiliary Packing House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

Total \$ _____

b. Shop House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

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 \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

b. Shop House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

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

a. Auxiliary Packing House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

b. Shop House \$ _____
Linear foot price for gutters/downspouts \$ _____
Per square foot price for underlayment boards \$ _____

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

RFQ NUMBER

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
7 ANCHORS WAY

WINFIELD WV 25213-9786

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
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 maximum 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

PEARL GATE CONSTRUCTION
CRAIG BROWN - BUILDER
7 ANCHORS WAY
WINFIELD, WV 25213-9786

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

a. Auxiliary Packing House	\$ <u>69,375.00</u>
Linear foot price for gutters/downspouts	\$ <u>8.00</u>
Per square foot price for underlayment boards	\$ <u>5.00</u>

b. Shop House	\$ <u>56,375.00</u>
Linear foot price for gutters/downspouts	\$ <u>8.00</u>
Per square foot price for underlayment boards	\$ <u>5.00</u>

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

a. Auxiliary Packing House	\$ <u>56,625.00</u>
Linear foot price for gutters/downspouts	\$ <u>8.00</u>
Per square foot price for underlayment boards	\$ <u>5.00</u>

b. Shop House	\$ <u>40,625.00</u>
Linear foot price for gutters/downspouts	\$ <u>8.00</u>
Per square foot price for underlayment boards	\$ <u>5.00</u>

 5-17-2012

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

WV PURCHASING ACA SECT Fax 304-558-4115

May 2 2012 10:19am P001/001

Request for Quotation

RFQ NUMBER

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
7 ANCHORS WAY

WINFIELD WV 25213-9786

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
05/02/2012				

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	TELEPHONE	DATE
TITLE	FEIN	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 01:07pm P001/001

Request for Quotation

REQ NUMBER

FOR12008

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS
304-558-0468

*324133046 304-755-5330
PEARL GATE CONSTRUCTION INC
7 ANCHORS WAY

WINFIELD WV 25213-9786

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	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



Metal Products LLC

July 23, 2010

Pearl Gate Construction, Inc.
Craig Brown, owner
7 Anchors Way
Winfield, WV 25213

Dear Craig:

For the record, you are an authorized installers of metal roofing systems for and approved by Lifetite Metal Products Manufactures, LLC. All installations must be done per our specifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven R. Koepsel". The signature is written over a horizontal line.

Steven R. Koepsel
Vice-President

427 Kentuck Rd., P.O. Box 127, Kenna, West Virginia 25248
Phone: (304) 786-8012; Fax: (304) 786-8016

SECTION G: LIMITATION OF LIABILITY

AKZO NOBEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of Purchaser for business or service interruptions. THE REMEDIES OF XX SET FORTH HEREIN ARE EXCLUSIVE.

SECTION H: OTHER TERMS

AKZO NOBEL may cancel this limited warranty on thirty days written notice to XX, except with respect to metal already coated with PRODUCT covered by this limited warranty. This limited warranty does not apply to any goods sold prior to the date this document is signed. XX agrees that its use of PRODUCT is made in reliance upon this limited warranty and not upon any other written or oral representation of AKZO NOBEL. This limited warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by AKZO NOBEL unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to XX, and is not assignable to any other party. As an inducement for AKZO NOBEL to make this limited warranty, XX also agrees that it will not itself warrant the performance of metal buildings and similar structures coated with PRODUCT to any party more commercially remote than the original owners of such metal buildings and similar structures.

The rights and obligations of the parties hereunder shall not be governed by the provisions of the UN convention on contracts for the International Sale of Goods. Rather, the rights and obligations shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.

AKZO NOBEL COATINGS INC.**AKZO NOBEL COATINGS INC.**

Signed: _____

W. Scott Hann

Title: Sales and Marketing Director, North America, Coils and Extrusion Coatings

Date: 21 July, 2010

Signed: _____

Joachim R. Wolff

Title: Vice President, Coil and Extrusion Coatings

Date: 21 July, 2010

Signed: _____

Name: _____

Title: _____

Date: _____

THIS LIMITED WARRANTY IS NOT IN FORCE UNTIL RECEIPT OF THE FULLY-EXECUTED COPY HAS BEEN ACKNOWLEDGED BY AKZO NOBEL.

3. PRODUCT which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners; has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of AKZO NOBEL, XX, or the coil coater, or contrary to good industry practice; has been damaged due to moisture entrapment in coils and/or bundles during transit or storage; has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
4. PRODUCT which is installed within 1000 meters (3250 feet) of salt water, unless approved in writing by AKZO NOBEL prior to installation, based on AKZO NOBEL'S review of the information provided on the Site Conditions Form (Appendix A);
5. PRODUCT topcoats which are not applied onto metal which has been primed with an approved AKZO NOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZO NOBEL backer coating on the reverse side, all per specifications on the AKZO NOBEL Product Data Sheet.

SECTION D: WHAT MUST XX DO TO KEEP THIS LIMITED WARRANTY COVERAGE?

XX must do all the following things to have the benefit of this limited warranty:

1. XX must require the coil coater to send AKZO NOBEL two representative samples (each 12" x 12") of metal coated with each batch of PRODUCT (identified by batch number) promptly following its coating. Identifying the number of the coil, the date of the coating, the PRODUCT batch number applied, the type of substrate, the type of pretreatment and sealer, and the name of the party who will fabricate the coil into building construction products. XX must also maintain records for forty-two (42) years that will identify the master coil number for each building element in the field which shall be available to AKZO NOBEL on request; and
2. XX shall advise AKZO NOBEL in writing of any claimed violation of this limited warranty within thirty days of receiving notice from AKZO NOBEL and promptly be afforded an opportunity to inspect the installation.

If any of these things are not done, this limited warranty will not apply.

SECTION E: REMEDY

If AKZO NOBEL's PRODUCT fails to comply with our limited warranty, due to any defect in material or workmanship, AKZO NOBEL will bear the full cost of labor and material to replace or refinish the defective portion of the field installation. The decision whether to replace or refinish to remedy an honored claim will be made at the sole discretion of AKZO NOBEL. If Akzo Nobel's investigation indicates that the claimed defect is not covered by this limited warranty, XX shall reimburse all of Akzo Nobel's third-party expenses incurred in connection with the investigation of the claim. This Warranty also applies to the part(s) being repainted, repaired or replaced, but only for the unexpired portion of the Warranty period applicable to the original coil coated part.

SECTION F: EXCLUSION OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND WHETHER WRITTEN OR ORAL. Correction of non-conformities in the manner and for the period of time provided herein shall constitute fulfillment of all liabilities of AKZO NOBEL to XX with respect to or arising out of the goods whether based on contract, negligence, strict liability in tort, or otherwise.

WARRANTY

ZZ = Coated Steel Company

XX = Lifelite Metal Products Manufacturers, LLC

CERAM-A-STAR® 1050 LIMITED WARRANTY

AKZO NOBEL COATINGS INC. ("AKZO NOBEL") extends the following limited warranty to ZZ ("XX") concerning sales of CERAM-A-STAR® 1050 ("PRODUCT") by AKZO NOBEL for use in coating coils of metal which will be fabricated by XX into commercial, industrial and residential building construction products installed in the United States, Canada and Mexico.

SECTION A: EXACTLY WHICH PRODUCT IS COVERED?

This limited warranty applies only to goods identified on an AKZO NOBEL Product Data Sheet of PRODUCT which are applied to metal after this document is signed by AKZO NOBEL and XX, in accordance with parameters specified on the AKZO NOBEL Product Data Sheet within sixty months after shipment from Akzo Nobel.

SECTION B: HOW WILL THE COVERED PRODUCT WEATHER?

Although it is recognized by AKZO NOBEL and XX that most coatings, including PRODUCT, will fade and change appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed, AKZO NOBEL warrants that the PRODUCT covered by this warranty will conform to the performance standards listed below:

1. For forty (40) years, PRODUCT will not peel, flake or otherwise lose adhesion to an extent that is apparent on ordinary outdoor visual observation. NOTE: Light crazing or cracking may occur on roll-formed edges or break bends at the time of shipping, and is considered as standard—such crazing or cracking shall not constitute a basis for complaint under this limited warranty; and
2. For thirty (30) years, sidewall panels of PRODUCT will not change color more than five (5) ΔE (delta E) Hunter units and roof panels will not change more than seven (7) ΔE (delta E) Hunter units when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964; and
3. For forty (40) years, sidewall panels of PRODUCT will not chalk more than a number eight (8) rating and roof panels will not chalk more than a number six (6) rating when measured per ASTM D 4214, Method A.

SECTION C: WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including:

1. PRODUCT which is applied to other than first quality aluminum, Galvalume® steel, or galvanized steel;
2. PRODUCT which is not applied in accordance with good practice in the coil coating industry, and in accordance with the performance requirements described in AAMA 620-02 for coil coated steel and AAMA 621-02 for coil coated aluminum;

APPENDIX A

SITE CONDITIONS FORM

Customer: _____

Address: _____

Building Location: _____

Type of Industry: _____

(Steel, Textile, Paper, Fertilizer, _____)

Material being considered: _____

(Owner or Owner's Representative)

Customer's Report of Installation and/or Conditions Affecting Sheet Life

1. Name of Operation and/or products manufactured within the building: _____
2. Describe the manufacturing process: _____
3.
 - a. Name of chemicals used in manufacturing processes and percent concentration: _____
 - b. Identify chemicals that may contact the sheet and percent concentration: _____
 - c. Which of the following may contact the sheet?

Dry solids _____ Other _____

Condensation _____ Other _____
 - d. Describe and identify possible corrosive products from neighboring operations, if any are present: _____
4. What are the temperature ranges and humidity conditions in the building? _____ Outside the building? _____
5. Is the building vented? _____ If yes, how/where? _____
6. Is the exposure of the inside and outside of the sheets intermittent or constant? _____
7. Is the sheeting hosed down periodically or cleaned in any other manner? _____
8. Is the sheeting application: Roofing _____ Siding _____
9. Is the appearance of the surfaces of the sheeting a primary consideration? _____
10. Describe other types of sheeting previously used and your experience with them: _____ Provide any additional pertinent information that will help us evaluate the conditions that our sheeting must meet. (Use back of this page or attach another page.)

Submitted by: _____ Title: _____ Date: _____

Agency Division of Forestry
 REQ.P.O# FOR12008

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pearl Gate Construction, Inc.
of Winfield, West Virginia, as Principal, and Erie Insurance Property & Cas. Co. of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of Pennsylvania with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of five percent of amount bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for materials & labor required in the installation of metal roofing or asphalt shingles roofing on the roof of the Auxiliary Packing House and the Shop Building at Clements State Tree Nursery.

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 21st day of March, 20 12.

Principal Corporate Seal

Pearl Gate Construction, Inc.
 (Name of Principal)

By [Signature]
 (Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Erie Insurance Property & Casualty Company
 (Name of Surety)

[Signature]
 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.



Erie
Insurance®

ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

James C. Lett, Craig Krenzel, Neely R. Arthur, Jr., Timothy J. White, David Jennings, Dawnna L. Chandler and Mary Ann Cline individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

----- each in a penalty not to exceed the sum of one million dollars (\$1,000,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

"RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 21st day of March 2012

SF60 9/08



Sheila M. Hirsch
My commission expires June 27, 2012
Notary Public



James J. Tanous
James J. Tanous Secretary



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

STATE OF

West Virginia

COUNTY OF

Putnam, TO-WIT:

I, Craig Brown, after being first duly sworn, depose and state as follows:

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

Pearl Gate Construction, Inc.
 (Company Name)

By:

Title:

President

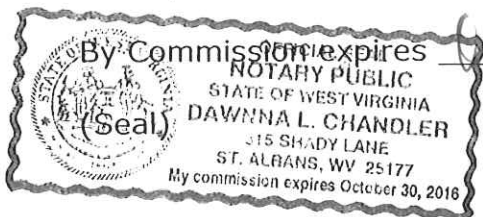
Date:

3-21-12

Taken, subscribed and sworn to before me this

21st

day of

March 2012October 30, 2016

Dawnna L. Chandler
 (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: Pearl Gate Construction, Inc - Craig Brown

Authorized Signature: *Craig Brown* Date: 3-21-12

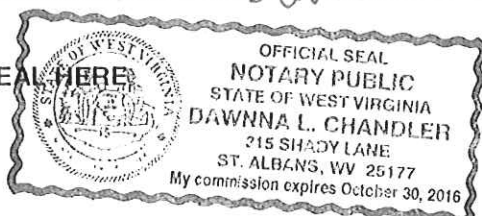
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 21st day of March, 2012

My Commission expires October 30, 2016

AFFIX SEAL HERE



NOTARY PUBLIC

Dawanna L. Chandler