



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

Solicitation

NUMBER
DCH13059

2013-0440
 76
 4/23

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

FS
 FACILITY
 SUPPORT
 SERVICES, LLC
AN ALASKA NATIVE OWNED LLC COMPANY

DIVISION OF CULTURE & HISTORY
 GRAVE CREEK ARCHEOLOGY COMPLEX
 801 JEFFERSON AVENUE
 PO BOX 527
 MOUNDSVILLE, WV.
 26041 304-558-0220

5475 William Flynn Hwy
 Gibsonia PA 15044

DATE PRINTED:
03/21/2013

BID OPENING DATE: 04/23/2013 BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY REQUEST A QUOTE TO PROVIDE LABOR, MATERIALS, EQUIPMENT & SUPPLIES FOR AN ENHANCEMENT OF THE THEATER AND RESTROOMS AT GRAVE CREEK ARCHEOLOGICAL COMPLEX LOCATED AT 801 JEFFERSON AVENUE, MOUNDSVILLE, WV 26041 PER THE SPECIFICATIONS, PROJECT MANUAL, DRAWINGS AND INSTRUCTIONS TO BIDDERS.</p> <p>MANDATORY PRE-BID MEETING: APRIL 5, 2013 AT 10:00 AM (SEE INSTRUCTIONS TO BIDDERS)</p> <p>BID OPENING: APRIL 23, 2013 AT 1:30 PM (SEE INSTRUCTIONS TO BIDDERS)</p> <p>ALL WORK SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND PROJECT MANUAL PREPARED BY MCKINLEY & ASSOCIATES. BIDDING DOCUMENTS MAY BE OBTAINED FROM MCKINLEY & ASSOCIATES UPON PAYMENT OF A DEPOSIT OF \$75.00 PER SET. THE DEPOSIT WILL BE REFUNDED IF DRAWINGS AND SPECIFICATIONS ARE RETURNED IN GOOD CONDITION WITHIN 10 DAYS FOLLOWING RECEIPT OF BIDS.</p> <p>MCKINLEY & ASSOCIATES INC. THE MAXWELL CENTRE, SUITE 100 32-20TH STREET WHEELING, WV 26008 PH: 304-233-0140 FAX: 304-233-4613</p> <p>BIDDERS MAY ALSO EXAMINE BID DOCUMENTS AT SEVERAL OTHER LOCATIONS NOTED BELOW:</p>						

05/08/13 10:03:55 AM
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	704-502-4394	5/6/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Project Manager	WV Contract # WV047984	

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



Facility Support Services, LLC
5316 Wm. Flynn Hwy., Suite 301
Gibsonia, PA 15044
p. 724-502-4394
f. 724-502-4397

A Goldbelt Alaska Native 8(a) Corporation

April 17, 2013

State of West Virginia
Purchasing Division

Re: Proof of 8(a) Minority Owned Business

Attached please find information regarding Facility Support Service's status as an 8(a) Minority Owned Company.

Sincerely,

John P. Mroz
Director of Construction Operations

Philadelphia Office
PO Box 1204
Oaks, PA 19456
610-613-5460

Alaska Office
3075 Vintage Blvd., Ste. 200
Juneau, AK 99801
907-790-1449

Virginia Office
1915 Huguenot Rd, Ste. 300
Richmond, VA 23235
804-893-3117

FACILITY SUPPORT SERVICES LLC	5316 WILLIAM FLYNN HWY STE 301
DUNS: 017648922 CAGE Code: 5VXY0	GIBSONIA, PA, 15044-9697 ,
Status: Active	UNITED STATES

Entity Record

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

PRINT

DUNS Number:	017648922
D&B Legal Business Name:	FACILITY SUPPORT SERVICES LLC
Doing Business As:	(none)

Core Data

[\[Expand All\]](#) | [\[Collapse All\]](#)

Business & TIN Information:

Business Information:

Business Start Date:	08/04/2008
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	12
Registration Date:	02/04/2010
Expiration Date:	03/29/2014
Renewal Date:	03/29/2013

Physical Address:

Address Line:	5316 WILLIAM FLYNN HWY STE 301
City:	GIBSONIA
State/Province:	PA
Country:	UNITED STATES
ZIP/Postal Code:	15044 - 9697

Mailing Address:

Address Line:	5316 WILLIAM FLYNN HIGHWAY
City:	GIBSONIA
State/Province:	PA
Country:	UNITED STATES
ZIP/Postal Code:	15044 - 9697

CAGE/NCAGE Code

CAGE: 5VXY0

General Information

Country of Incorporation:	UNITED STATES
State of Incorporation:	AK

Business Types

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

Entity Structure

Other

Profit Structure

For Profit Organization

Business Types

Minority Owned Business

Native American Owned

Entity Type

Business or Organization

Purpose of Registration

All Awards

SBA Certified

SBA Certified 8(a) Program Participant

Federally Recognized Native American Entity

Alaskan Native Corporation Owned Firm

Organization Factors

Limited Liability Company

Financial Information

Do you accept credit cards as a method of payment? No

Account Details:

DUNS+4: 0000
CAGE Code: 5VXY0

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Proceedings Questions

Information Opt-Out

I authorize my entity's information to be displayed in SAM's Public Search: Yes

Assertions

[\[Expand All\]](#) | [\[Collapse All\]](#)

Goods & Services:

NAICS Codes Selected:

Primary	NAICS Code	Description
	236210	INDUSTRIAL BUILDING CONSTRUCTION
Yes	236220	COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
	237130	POWER AND COMMUNICATION LINE AND RELATED STRUCTURES CONSTRUCTION
	238110	POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
	238120	STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
	238130	FRAMING CONTRACTORS
	238140	MASONRY CONTRACTORS
	238170	SIDING CONTRACTORS
	238190	OTHER FOUNDATION, STRUCTURE, AND BUILDING EXTERIOR CONTRACTORS
	238210	ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS
	238290	OTHER BUILDING EQUIPMENT CONTRACTORS
	238310	DRYWALL AND INSULATION CONTRACTORS
	238320	PAINTING AND WALL COVERING CONTRACTORS
	238330	FLOORING CONTRACTORS
	238350	FINISH CARPENTRY CONTRACTORS
	238390	OTHER BUILDING FINISHING CONTRACTORS
	541990	ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
	561210	FACILITIES SUPPORT SERVICES
	561621	SECURITY SYSTEMS SERVICES (EXCEPT LOCKSMITHS)
	561720	JANITORIAL SERVICES
	811310	COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT AUTOMOTIVE AND ELECTRONIC) REPAIR AND MAINTENANCE

PSC Codes Selected:



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

STATE OF Pennsylvania

COUNTY OF Allegheny, TO-WIT:

I, John P. Mroz, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Facility Support Services, LLC; and,
(Company Name)
- 2. I do hereby attest that Facility Support Services, LLC
(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.

Facility Support Services, LLC
(Company Name)

By: John P. Mroz

Title: VP- Operations

Date: 4/22/2013

Taken, subscribed and sworn to before me this 22 day of April 2013

By Commission expires June 12, 2016

(Seal) COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Tammy J. DeMarco, Notary Public
Richland Twp., Allegheny County
My Commission Expires June 12, 2016

Tammy J. DeMarco
(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.

RFQ No. DCH13059

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Facility, Support Services, LLC
Authorized Signature: *John P. Mroz* Date: 4/22/13

State of PENNSYLVANIA
County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 22 day of April 2013 COMMONWEALTH OF PENNSYLVANIA
My Commission expires June 12, 2016, 2016

Notarial Seal
Tammy J. DeMarco, Notary Public
Richland Twp., Allegheny County
My Commission Expires June 12, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AFFIX SEAL HERE

NOTARY PUBLIC

Tammy J. DeMarco
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Facility Support Services, LLC
(Company)

John P. Murray
(Authorized Signature)

Vice President of Operations
(Representative Name, Title)

724-502-4394 724-502-4397
(Phone Number) (Fax Number)

5/6/13
(Date)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

<p>April 5, 2013 at 10:00 am</p> <p>Grave Creek-Archaeological Complex 801 Jefferson Avenue Moundsville, WV 26041</p>

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: April 9, 2013

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-568-3970

Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

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

Term Contract:

Initial Contract Term: This Contract becomes effective on
and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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

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

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

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

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

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of [redacted]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
\$1,000,000.00 minimum [redacted] or more.

Builders Risk Insurance: builders risk - all risk insurance in an amount equal to 100% of the amount of the Contract.

General Property Damage - \$1,000,000.00 minimum [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

- West Virginia Contractor's License
-
-
-

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

\$500.00 per day for every calendar day the project extends beyond

the schedule noted in the Vendor's bid form.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

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

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

such operations; from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Facility Support Services, LLC

Contractor's License No. WV047984

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- c. **Required Information.** The subcontractor list shall contain the following information:
- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

REQUEST FOR QUOTATION
DCH13059
Construction Services: Grave Creek Theater/ Restroom Upgrades

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish a contract for the one time purchase of Construction Services for the Enhancements to Grave Creek Archaeological Complex for the Theater/ Restroom located at the 801 Jefferson Avenue Moundsville, West Virginia 26041.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" means Construction Services performed per the Plans and Project Manual attached; to include labor, materials, and transportation.
 - 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DCH13059

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1.1 Construction Services must be performed per the Plans and Project Manual attached; to include labor, materials, and transportation.

4. **CONTRACT AWARD:**
 - 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
 - 4.2 **Pricing Page:** Vendor should complete the Pricing Page by completing and signing **EXHIBIT "A" BID FORM**, Vendor should complete the Pricing

REQUEST FOR QUOTATION
DCH13059
Construction Services: Grave Creek Theater/ Restroom Upgrades

Page in full, including Unit Pricing, as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.



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

Solicitation

NUMBER
DCH13059

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 804-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY
 GRAVE CREEK ARCHEOLOGY COMPLEX
 801 JEFFERSON AVENUE
 PO BOX 527
 MOUNDSVILLE, WV
 26041 304-558-0220

DATE PRINTED
05/03/2013

BID OPENING DATE: 05/08/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				1. TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION.		
				2. TO PROVIDE A REVISED PRICING PAGE WHICH REFLECTS THE ALTERNATES FOR THIS PROJECT.		
				3. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 3		

SIGNATURE <i>Min Allen</i>	TELEPHONE	DATE 5/6/13
TITLE <i>Project Manager</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13059

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

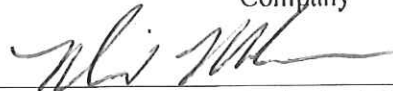
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Facility Support Services

Company



Authorized Signature

5/6/13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

SOLICITATION NUMBER: DCH13059
Addendum Number: 03

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

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to questions received for this solicitation.
2. To provide a revised pricing page reflecting alternates for this solicitation.
3. To provide the Addendum Acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

Division of Culture & History
Grave Creek Archeology Complex
Delf Norona Museum Renovations
RFQ NO. DCH13059
McKinley & Associates
Project No. 12040.01

ADDENDUM NO. 3

May 1, 2013

TO: ALL BIDDERS

Note: Questions are in bold and are reproduced verbatim.

General Comments:

1. Contact David E. Rotenizer, Grave Creek Site Manager at: 1-304-843-4128 to make an appointment to visit the site.
2. There will be only one prime contractor, therefore only one contract for General Construction.

**Questions Received by the State of West Virginia Department of Administration
Purchasing Division after the Pre-Bid Session:**

Q1. "Could you please quantify or identify the areas of work for the Masonry Specification?"

A1. The areas of work for the Masonry Specification is limited to the damage that the contractor does in order to complete the work. This would include what is needed to change out the plumbing fixtures, removing extraneous devices, anchors, constructing infill, etc. and whatever patching is required to provide a new finished wall surface. The extent of the work will not be quantified because each contractor may approach the tasks differently creating more or less work for themselves. The patching is to match existing. See revised interior painting schedules below.

Q2. "The drawings do not show any access doors, but the specification is described in division 8. Can you clarify the location and number as they are needed."

A2. Access above the hard ceiling in the toilet rooms may be needed in order to replace the ceiling hung partitions. There are no access locations available other than a light and grille/diffuser. Contractor may choose to remove portions of the existing hard ceiling and replace in kind; or they may want to remove portions of the hard ceiling and install access panels instead of patching. Either finished out metal access panels (painted to match ceiling) or seamless ceiling patching is acceptable. In either case, the entire ceiling is to be painted including any exposed items, etc. All wood surfaces in any of the identified rooms that are to be refinished are to have transparent finishes.

A revised interior painting and staining specification and schedule follows:

SECTION 099123 - PAINTING
Under Part 2 - Products:

2.3 PRIMERS/SEALERS

- A. Primer, Alkali Resistant , Water Based, MPI #3
1. Benjamin Moore: Super Spec, Masonry 100% Acrylic High Build Primer 068.
 2. Pittsburg Paints: IntExt Alkali Resistant Latex Primer 4-503
 3. Sherwin Williams: Loxon Concrete & Masonry Primer A24W8300

2.4 METAL PRIMERS

- A. Primer, Alkyd, Quick Dry, for Metal: MPI #76.
1. Benjamin Moore Super Spec HP, Alkyd Metal Primer, P06/KP06
 2. Pittsburg Paints: Speedhide, In/Ext Rust Inhibitive Steel Primers 6-212
 3. Sherwin Williams: Protective & Marine Kem Kromik Universal PrimerB5OWZ1.

2.5 WATER-BASED PAINTS

- A. Latex, Interior, Flat, (Gloss Level 1): MPI #53. Ceilings
1. Benjamin Moore: Eco Spec WB: Interior Latex Interior Latex Flat Finish N373/F373
 2. Pittsburg Paints: Speedhide zero Interior Zero VOC Latex Flat 6-4110XI
 3. SherwinWilliams: ProMar 200 Zero VOC, Interior Latex Flat B30W026517/B30WQ2651
- B. Latex, Interior, High Performance Architectural, Semi-Gloss(Gloss Level 5): MPI #141, restroom walls, door frames
1. Benjamin Moore: Premium Interior Latex Semi-Gloss Finish W627/K627
 2. Pittsburg Paints: Speedhide, Interior Enamel Latex Semi-Gloss B66W00651
 3. Sherwin Williams Pro Industrial Zero VOC Acrylic Semi Gloss B66W00651.
- C. Latex Interior , Gloss Level 4 (MPI #43), Non restroom walls
1. Benjamin Moore: Ultra Spec 500 Waterborne Interior Semi Gloss N539/K539
 2. Pittsburg Paints:
 3. Sherwin Williams: Pro Mar 200 Zero VOC, Interior Latex Semi-Gloss, B31W02651/B31WQ2651

2.6 FLOOR COATINGS

- A. Sealer, Water Based, for Concrete Floors: MPI #99.
1. Pittsburg Paints: Perma-Crete Plex-Seal WB In/Ext Clear Sealer 4-6200
 2. Sherwin Williams: H&C Concrete & Masonry Waterproofing Sealer 50.043054.

Under Part 3 - EXECUTION:

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Traffic Surfaces:
1. Water-Based Clear Sealer System:
 - a. First Coat: Sealer, water based, for concrete floors, MPI #99.
 - b. Topcoat: Sealer, water based, for concrete floors, MPI #99.
- B. CMU Substrates
1. Latex System: High-Performance Architectural Latex System: (restrooms)
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3 (as needed).
 - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
 - c. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141.
 2. Latex System: (non-restroom walls)
 - a. Intermediate Coat: Latex, interior, matching topcoat.
 - b. Topcoat: Latex, interior, (Gloss Level 4), MPI #43
- C. Steel Substrates: (door frames)
1. High-Performance Architectural Latex System:
 - a. Prime Coat: Primer, alkyd, quick dry, for metal, MPI #76.
 - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
 - c. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141.
- D. Ceiling Substrates:
1. Latex (Flat) System:
 - a. Prime Coat: Latex, interior, flat, (Gloss Level 1), MPI #53.
 - b. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.

SECTION 099300 - Staining and Transparent Finishing

Under Part 2 - Products:

2.3 WOOD FILLERS

- A. Wood Filler Paste: MPI #91.
1. VOC Content: E Range EE2 E1.
 2. Products :
 - a. Benjamin Moore Wood Grain filler 238
 - b. Sherwin Williams Chemical Coatlings Sher-Wood Natural Wood Filler D7071

2.4 PRIMERS AND SEALERS

- A. Alkyd Sanding Sealer: MPI #102.
1. VOC Content: E Range of E3.

- 2. Products:
 - a. Benjamin Moore Benwood Quick Dry Sanding Sealer 413
 - b. Pittsburgh Paints Olympic: Premium Interior Oil Based Sanding Sealer 41060
 - c. Sherwin Williams: Wood Classics Fast Dry Sanding Sealer B26V43.
- 2.5 STAINS
 - A. Interior Wood Stain (Semitransparent): MPI #90.
 - 1. VOC Content: E Range of E2, E3.
 - 2. Products:
 - a. Pittsburg Paints: Olympic Premium Interior Oil Baed Wood Stain 44500
 - b. Sherwin Williams Wood Classics Interior Oil Stain A49V200
 - c. Benjamin Moore, equal.
- 2.6 VARNISHES
 - A. Interior Varnish (Semigloss): MPI #75, Gloss, alkyd ltype.
 - 1. VOC Content: E Range of E2.
 - 2. Products:
 - a. Pittsburg Paints Olympic Premium Interior Fast Dry Varnish 43888
 - b. Benjamin Moore, equal.
 - c. Sherwin Williams, equal.
- 2.7 POLYURETHANE VARNISHES- Stage Floor (infill and Alternate #2)
 - B. Interior Varnish (gloss) Interior Polyurethane Oil modified : MPI #56
 - 1. VOC Content: E Range of E2
 - 2. Gloss Level 6
 - 3. Products
 - a. Pittsburgh Paints: Olympic Premium Interior Oil Based Polyurethane Clear Stain 43886.
 - b. Sherwin Williams: Minwax Polyurethane Clear Satin 71028
 - c. Benjamin Moore, equal.
- 3.6 INTERIOR WOOD-FINISH-SYSTEM SCHEDULE
 - A. Finish Carpentry Substrates:
 - 1. Lacquer Over Stain and Sealer System: MPI INT 6.3F.
 - a. Stain Coat: Interior wood stain (semitransparent).
 - b. Seal Coat: Lacquer sanding sealer.
 - c. Two Finish Coats: Lacquer (satin).
 - B. Exposed Wood Panel-Product Substrates:
 - 1. Lacquer Over Stain and Sealer System: MPI INT 6.4F.
 - a. Stain Coat: Interior wood stain (semitransparent).
 - b. Seal Coat: Lacquer sanding sealer.
 - c. Two Finish Coats: Lacquer (satin).
 - C. Wood Stage floor Substrate: (infill and Alternate #2)
 - 1. Refinishing and Sealer System:
 - a. Stain Coat: Interior wood stain.semi-transparent for interior wood
 - b. Seal Coat: Interior Polyurethane matching topcoat.
 - c. Two Finish coat: Interior Polyurethane matching topcoat.
 - d. Topcoat: Varnish interior polyurethane oil- modified gloss level 6.

Q3. Will questions be answered after the date of 4/9/20?

A3. The question and bidding periods were extended in Addendum Number 3.

Q4. "What is the extent of the fire alarm modifications? There is a lot of general information in the specs and on the drawing but no specific fire alarm modifications are shown. Please clarify exactly what is to be done."

A4. The fire alarm work is limited to the following: Provide fire alarm output to dimmer panel to activate house lights upon general fire alarm as shown in Detail 4/E1.01.

Q5. "In room 117A, the floor finish is scheduled as concrete but note 3 refers to terrazzo work. Can you clarify the scope for this area?"

A5. The Auditorium 116 and Room 117A have an exposed concrete floor finish that will need to be patched to match existing. The entire Auditorium concrete and Mechanical Alcove 117A floor will need to be sealed wherever carpeting is not installed. See Floor Coatings under Q2.

Q6. "Can you provide more information regarding the scope of the terrazzo work for rooms 103 and 106?"

A6. Toilet Rooms 103 and 106 have an existing terrazzo floor finish that is to be stripped, cleaned and finished per the spec and the information contained in this Addendum. Hall 104 outside the toilet rooms has an exposed aggregate concrete finish that is to be stripped, cleaned and sealed.

Q7. "Which floor trenching path applies? Detail 1/A1.01 or 1/E1.01?"

A7. Use the path on E1.01 to reach all the junction box locations and the Mechanical Equipment Room 117A. Use the core drilling note through the CMU wall to reach 117A to avoid running exposed raceway in Mech. Alcove 117A. See Floor Coatings under Q2.

Q8. "Does the restroom countertop manufacturer need to have an AWI certification or just practice AWI methods and standards?"

A8. Practicing AWI methods and standards will be sufficient.

Q9. "What area on the site is delineated for the temporary chain-line[k] fencing?"

A9. Assuming you are asking for a lay-down area, this can be determined after the contract is awarded. Note that any disturbance to existing grades, grass areas, planting beds, slabs, etc. damaged during the course of construction must be repaired by the GC at no cost to the Owner.

Q10. "Is project signage required?"

A10. Not at this time. If one is required, it will be added via change order.

Q.11 "Who provides and installs the projection screen?"

A11. The projection screen, sound system and stage curtains are all part of the GC's contract. Revise the projection screen spec, page 111320-4, to read as follows:
"10. Aspect Screen Ratio: 16:10 for HDTV."

Q12. "Regarding the glass rail section 057200. What is the basis for design? The spec and drawing provide a manufacturer but not a model number or design type[.]"

A12. Delete glass railing products and manufacturers from the spec unless they are above to meet the following Basis-of-Design Product for the glass railing: J. M. Gruca, Inc., Atlas System in a bronze color and tempered glass. 5307 Palmero Court, Buford GA. 1-770-682-1601.

Alternate Manufacturer: Tuttle Railing Systems, Clip Rail style, 120 Shadowland Drive, Fishers, Indiana 46038. Ph: 1-800-328-4496.

Or an approved equivalent - equivalency determined by the architect.

END OF ADDENDUM NO. 3

Addendum No. 3 A/E Attachments: None.



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

DCH13059

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
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DIVISION OF CULTURE & HISTORY
GRAVE CREEK ARCHEOLOGY COMPLEX
801 JEFFERSON AVENUE
PO BOX 527
MOUNDSVILLE, WV
26041 304-558-0220

DATE PRINTED

04/23/2013

BID OPENING DATE:

05/08/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1.						
TO MOVE THE BID OPENING DATE FROM APRIL 23, 2013 AT 1:30 PM TO MAY 8, 2013 AT 1:30 PM.						
2.						
TO OPEN A SECOND QUESTION/ANSWER PERIOD FROM APRIL 23, 2013 THROUGH APRIL 29, 2013. ALL QUESTIONS MUST BE DIRECTED THE THE BUYER, CONNIE OSWALD @ CONNIE.S.OSWALD@WV.GOV						
3.						
TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
4.						
TO ADVISE A REVISED PRICING PAGE WILL BE DONE AND PROVIDED IN THE NEXT ADDENDUM.						
END OF ADDENDUM NO. 2						

SIGNATURE *[Signature]*

TELEPHONE 724-502-4394

DATE 5/6/13

TITLE *Project Manager*

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13059

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

FACILITY Support SERVICES, LLC

Company

Michael S. McLean

Authorized Signature

4/23/13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: DCH13059

Addendum Number: 02

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

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To move the bid opening date from April 23, 2013 at 1:30 pm to May 8, 2013 at 1:30 pm
2. To open a 2nd question/answer period from April 23, 2013 through April 29, 2013
3. To provide addendum acknowledgment.
4. To advise a revised pricing page will be furnished in an upcoming addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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



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

Solicitation

NUMBER
DCH13059

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CULTURE & HISTORY
 GRAVE CREEK ARCHEOLOGY COMPLEX
 801 JEFFERSON AVENUE
 PO BOX 527
 MOUNDSVILLE, WV
 26041 304-558-0220

DATE PRINTED
04/10/2013

BID OPENING DATE: 04/23/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO PROVIDE MANDATORY PRE-BID SIGN IN SHEETS. 2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						

SIGNATURE <i>[Signature]</i>	TELEPHONE 412-860 8483	DATE 4/16/2013
TITLE Project MANAGER	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DCH13059

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Facility Support Services, LLC
Company


Authorized Signature

4/16/2013
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: DCH13059
Addendum Number: 01

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

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To provide mandatory pre-bid sign in sheets.
2. To provide addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

Page 1 of 5

Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FACILITY Support Services</u>	<u>5716 William Floyd Hwy</u>	PHONE <u>412-860-8484</u>
Rep: <u>Mike McCormack</u>	<u>Clasena PA 15004</u>	TOLL FREE
Email Address: <u>MMcormack@GSESS.com</u>		FAX <u>724 502 4297</u>
Company: <u>N-POWELL Co.</u>		PHONE <u>304-748-3338</u>
Rep: <u>JOE CHEK</u>		TOLL FREE <u>X-477</u>
Email Address: <u>joe@npowell.com</u>		FAX <u>304-748-2307</u>
Company: <u>KARRAS</u>		PHONE <u>304-233-2211</u>
Rep: <u>PAT Stanton</u>		TOLL FREE
Email Address: _____		FAX
Company: <u>Stewart Electric</u>		PHONE <u>304 277 4589</u>
Rep: <u>Skip Stewart</u>		TOLL FREE
Email Address: <u>SS ROCKO@cmersy.net</u>		FAX <u>304 277 2046</u>
Company: <u>JDE</u>		PHONE <u>304-232-5000</u>
Rep: <u>Mark Sampson</u>		TOLL FREE
Email Address: <u>mark@jde-inc.com</u>		FAX <u>304-232-0146</u>

West Virginia Purchasing Division

SIGN IN SHEET

Page 2 of 5Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Lombardi Development</u>	<u>649 Virginia Av.</u>	PHONE <u>304-748-5920</u>
Rep: <u>PAUL NUZUM</u>	<u>Follansbee WV</u>	TOLL FREE
Email Address: <u>pnuzum@lombardidevelopment.com</u>		FAX <u>304-748-8488</u>
Company: <u>Wolf Creek Contracting</u>		PHONE <u>740-749-5819</u>
Rep: <u>Rick Herrick</u>	<u>Waterstown, OH</u>	TOLL FREE
Email Address: <u>rherrick@wolfcreekcontractors.com</u>		FAX <u>740-749-3500</u>
Company: <u>WV DCH</u>	<u>1900 Kanawha Blvd E</u>	PHONE <u>304-558-0220</u>
Rep: <u>MARK LYNCH</u>	<u>CHARLESTON, WV 25305</u>	TOLL FREE
Email Address: <u>MARK.W.LYNCH@WV.GOV</u>		FAX <u>304-558-2779</u>
Company: <u>WV DCH</u>	<u>1900 Kanawha Blvd S</u>	PHONE <u>304-558-0220</u>
Rep: <u>Dempsey Dickson</u>	<u>Charleston, WV 25305</u>	TOLL FREE
Email Address: <u>Dempsey, D. Dickson@wv.gov</u>		FAX
Company: <u>McKinley & Associates</u>	<u>32 * 20th St. Suite 100</u>	PHONE <u>304-233-0140</u>
Rep: <u>Christina Schesler & Mike Pisco</u>	<u>Wheeling, WV 26003</u>	TOLL FREE
Email Address: <u>cschesler@mckinleyassoc.com</u>		FAX

M PISCO @ MCKINLEYASSOC.COM

SIGN IN SHEET

Page 3 of 5

Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Kucera Pkg & Htg</u>		PHONE <u>740-671-8239</u>
Rep: <u>Mike Kucera</u>		TOLL FREE
Email Address: <u>Mike-Kucera@comcast.net</u>		FAX <u>740-325-1478</u>
Company: <u>Yahn Elect. Co Inc</u>		PHONE <u>304-232-5070</u>
Rep: <u>Ed Yahn Jr</u>		TOLL FREE
Email Address: <u>eyahn@yahn-electric.com</u>		FAX <u>304-232-7925</u>
Company: <u>Erb Electric</u>		PHONE <u>740-633-5055</u>
Rep: <u>Jim Meeker</u>		TOLL FREE
Email Address: <u>Jmeeker@erbelectric.com</u>		FAX
Company: <u>Allegheny Restoration</u>	<u>PO Box 12037</u>	PHONE <u>(704) 594 2570</u>
Rep: <u>David Thomas</u>	<u>Morgantown WV 26507</u>	TOLL FREE
Email Address: <u>tom@AlleghenyRestoration.com</u>		FAX <u>(304) 594 2810</u>
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

SIGN IN SHEET

Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Grace C.N</u>	<u>880 KINGSDALE RD</u>	PHONE <u>740-282-6830</u>
Rep: <u>JAMES M. KEEGAN</u>	<u>STEUBENVILLE OH</u>	TOLL FREE
Email Address: <u>jmlkeegan@gracecn.com</u>	<u>43152</u>	FAX
Company: <u>JG Schmitt</u>		PHONE <u>304 389 8855</u>
Rep: <u>Painters DC#53</u>		TOLL FREE
Email Address: <u>JGSchmittDC53@gmail</u>		FAX
Company: <u>UNITED ELECTRIC</u>		PHONE <u>304-232-1330</u>
Rep: <u>JIM LEMASTERS</u>		TOLL FREE
Email Address: <u>JTL16@swave.net</u>		FAX <u>304-232-5850</u>
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

SIGN IN SHEET

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Request for Proposal No. DCH13059

PLEASE PRINT

Date: 4-5-2013

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pettinard & Son Inc</u>	<u>10 Forest Park</u>	PHONE <u>304-233-2727</u>
Rep: <u>Scott Pettinard</u>	<u>Wing WV 26003</u>	TOLL FREE
Email Address: <u>Pettinard10@comcast.net</u>		FAX <u>304-233-1726</u>
Company: <u>SGROI PAINTING</u>	<u>3130 MC CALLUM ST</u>	PHONE <u>304-232-2444</u>
Rep: <u>GREG SGROI</u>	<u>WHEELING WV 26003</u>	TOLL FREE
Email Address: <u>SGROI PAINTING@Gmail.com</u>		FAX <u>304 232-1960</u>
Company: <u>WALTERS CONST.</u>	<u>6000 FULSTON ST.</u>	PHONE <u>304</u>
Rep: <u>VASON G. SMITH</u>	<u>WHEELING WV</u>	TOLL FREE <u>273</u>
Email Address: <u>WCI@WALTERS-CONSTRUCTION.COM</u>	<u>26003</u>	FAX <u>1121</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

EXHIBIT "A"
DCH13059 – BID FORM and Contractors' Bid Form

1. THE PROJECT AND THE PARTIES:

1.1. TO:

1.1.1. Owner

Randall Reid-Smith, Commissioner
West Virginia Division of Culture and History
The Culture Center
State Capitol Complex
1900 Kanawha Boulevard East
Charleston, WV 25305

1.2. FOR:

1.2.1. GraveCreek Mound Archeological Complex

State Project Number: DCH13059
Enhancement of Theater/ Restrooms

1.3. DATE: 5/6/13

1.4. SUBMITTED BY:

1.4.1. Bidders Full Name: Facility Support Services, LLC

1.4.1.1. Address: 5475 William Flynn Hwy.

1.4.1.2. City, State, Zip: Gibsonia, PA 15044

1.5. ALTERNATES

1.5.1. Alternate #1: Provide all demolition and new construction required to install the elevated floor access way between the rear of the Auditorium and the Stage. Include a credit for the reduction in the number of seating positions and a credit for finishes not required due to the displacement caused by the elevated floor access way. Include the glass guard rail and alterations at the wooden stage. Include all patching of existing surfaces.

1.5.2. Alternate #1 Cost: Fifty Eight Thousand Six Hundred
_____ Dollars
(\$ 58,600), in lawful money of the United States of America.

1.5.3. Alternate #2: Complete repair and refinishing of the existing wood stage. Repair water damaged areas with new matching wood. Repair stage nosing with matching materials. Replace heavy duty rubber base around perimeter of the stage.

1.5.4. Alternate #2 Cost: Five Thousand Six Hundred
_____ Dollars
(\$ 5,600), in lawful money of the United States of America.

1.6. OFFER:

Having examined the Place of the Work and all matters referred to in the **Instruction to Bidders** and the Contract Documents prepared by McKinley & Associates and the State of West Virginia Terms and Conditions & Instruction to Bidders for the above project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

EXHIBIT "A"
DCH13059 – BID FORM and Contractors' Bid Form

(304) 558-7890. West Virginia Code 21-11-2 requires any prospective Bidder to include the Contractors' License number on their Bid. The Successful Bidder will be required to furnish a copy of their Contractors' License prior to issuance of a Purchase Order/Contract.

1.13. BID FORM SIGNATURE(S)

The Corporate Seal of:

FACILITY SUPPORT SERVICES, LLC
(Bidder- Print the full name of your Firm)

Was hereunto affixed in the presence of

John P. Mayo
(Authorized signing office, Title)

(Seal)

VICE PRESIDENT, OPERATIONS
(Authorized signing office, Title)

1.14. If the Bid is a Joint Venture or Partnership, add additional forms of execution as required.

END OF BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Facility Support Services, LLC
of Gibsonia, Pennsylvania, as Principal, and International Fidelity Insurance
Company of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Bid (\$ 5%) 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 West Virginia Division of Culture & History
Grave Creek Mound Archaeological Complex
Delf Norona Museum Renovation
Toilet Room & Auditorium Renovations

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 8th day of May, 2013.

Principal Corporate Seal

Facility Support Services, LLC

(Name of Principal)

By John Wilcox

(Must be President or Vice President)

Vice President, Operations
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)

Jared Haff 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.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PAMELA L. THURMAN, JACQUELINE F. HERNANDEZ, SARAH E. SCOTT, JARED HAFF

Yakima, WA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of May, 2013

Assistant Secretary