

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

Solicitation

DEFK13009

NUMBER

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

%H-₽ то

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY U. S. RT. 19, SOUTH

WESTON, WV 26452

341-6368

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED

widen

RFQ COPY

TYPE NAME/ADDRESS HERE

11/28/2012 BID OPENING DATE: 01/03/2013 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 12/13/12 AT 10:30 AM AT THE WESTON NATIONAL GUARD ARMORY LOCATED AT #40 ARMORY DRIVE WESTON, WV 26542. PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. 0001 910-66 JB 1 ROOFING MAINTENANCE, REPAIR, AND INSTALLATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, IS SOLICITING BIDS FOR A ROOF REPAIR PROJECT AT THE WESTON ARMORY LOCATED AT #|40 ARMORY DRIVE WESTON, WV|, PER THE ATTACHED SPECIFICATIONS. ATTACHMENTS INCLUDE: INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS 4. DEFK13009 SPECIFICATIONS 01/10/13 09:58:40 AM 5. CERTIFICATION AND SIGNATURE PAGE West Virginia Purchasing Division 6. ADDENDUM ACKNOWLEDGEMENT FORM SIGNATURE DATE LOLS - 666 - 46L 2013

25-1718379



VENDOR

SIGNATURE

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

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11/28/				OPENING TIME 01	
BID OPENING DATE:		/2013	:30PM		
LINE	QUANTITY	UOP ÇAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	8. DRUG-FRE 9. BID BOND	NG AFFIDAVI E WORKPLACE FORM AND I NSTRUCTION	AFFIDAVIT	EVIEW FORM	
	***** THI	S IS THE EN	D OF RFQ DEFK13	009 ***** TOTAL:	#52,000°°
					*

ADDRESS CHANGES TO BE NOTED ABOVE 28-1718379 wident

TOTS - PEG - HET

## **RFQ # DEFK13009**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PERFORM ROOF REPAIRS WEST VIRGINIA NATIONAL GUARD ARMORY WESTON, WV

## **BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY	NAME: G & W Roofing & Construction In	c.
VENDOR ADDRESS:	672 Christy Road	
	Eighty Four, PA 15330	
TELEPHONE:	724–229–8707	
FAX NUMBER:	724-229-8709	
E-MAIL ADDRESS:	gww2nd@yahoo.com	
WV CONTRACTOR'S LICENSE NO.	WV012840	
CONTRACT TOTAL	AL BID: y- Two Thousand Dal	lars.
(\$ <u>5</u> 2.000	) ***(Contract bid to be written in wo	
Bidder understands the waive any informality reject a bid not accommodocuments: to reject a	warded to the Bidder with the lowest contract total bid nat to the extent allowed by the West Virginia Code, to or irregularity in any bid, or bids, and to reject any an appanied by the required bid security or by other data any conditions of the bid by the Bidder that is any way and conditions of the bidding documents; or to reject	he OWNER reserves the right to all bids in whole or in part; to required by the bidding y inconsistent with the
Failure to use this bid	form may result in bid disqualification.	
SIGNATURE:	Vel-	DATE: _01/09/2013
NAME: Georgia	rge W Weber (Please Print)	
TITLE: Pres	sident	

- C. Where Splice Tape is not pre-applied, apply Splice Tape to bottom sheet with the edge of the release film along the marked line. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant.
- G. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

## 3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

## 3.07 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier's drawing.
- B. Adhere walkways pads to the EPDM membrane in accordance with the manufacturer's specifications.

## 3.08 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

## 3.09 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

RFQ No. <u>DEJ)</u> 13009

## 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 exceed 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: G & W roofing & Construction Inc.		
Authorized Signature:	_ Date:	01/09/2013
State of Pennsylvania		
County of Washington to-wit:		
Taken, subscribed, and sworn to before me this day of ANIA COMMONWEALTH OF PENNSYLOFANIA	cy	, 20 <u>13</u> .
My Commission expires Notang Public 20	1	6
AFFIX SEAL HERE  Norm Strabatile Type, per July 10, 2013  My Commission Expires July 10, 2013  Member, Pennsylvania Association of NOTARY PUBLIC	olle	en m. Holmes

Purchasing Affidavit (Revised 07/01/2012)



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

STATE OF Pennsylvania
COUNTY OF Washington , TO-WIT:
I, <u>George W Weber</u> , after being first duly sworn, depose and state as follows:
1. I am an employee of G & W Roofing & Construction Inc. ; and, (Company Name)
2. I do hereby attest that <sup>G &amp; W roofing &amp; Construction Inc.</sup> (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
G & W Roofing & Construction Inc.  (Company Name)
By: Title: President
Date: January 9, 2013
Taken, subscribed and sworn to before me this day of oo  Notarial Seal
By Commission expires Colleen M. Holmes, Notary Public  Notary Public
(Seal) Member, Pennsylvania Association of Notaries
(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.

## **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.

G & W Roofing &	Construction Inc.
(Company)	
(Authorized Signature)	
president	
(Representative Name,	Title)
724-229-8707	724-229-8709
(Phone Number)	(Fax Number)
January 9, 2013	
(Date)	

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEFK 13009

**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) [ x ] Addendum No. 1 [ ] Addendum No. 6 [ ] Addendum No. 2 [ ] Addendum No. 7 [ ] Addendum No. 3 [ ] Addendum No. 8

Addendum No. 4

Addendum No. 5

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.

Addendum No. 9

Addendum No. 10

Company

Authorized Signature

January 9, 2013

Date

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

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DEFK13009

**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.

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		ox next to each addendum rec	eive	d)	
[x	]	Addendum No. 1	[	]	Addendum No. 6
]	]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

G	&	M	Roo	ofi	ng &	Construction Inc.
						Company
			4	/	1	
		D	<u>/</u> ,			Authorized Signature
Ü	Jar	าลเ	ıry	9,	201	3
						Date

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

# **Document A310 TM - 2010**

Conforms with The American Institute of Architects AIA Document 310

## **Bid Bond**

CONTRACTOR:

(Name, legal status and address)

G & W Roofing & Construction, Inc.

672 Christy Road

Eighty Four, PA 15330

OWNER:

(Name, legal status and address)
State of West Virginia
2019 Washington Street
Charleston, WV 25305

SURETY:

(Name, legal status and principal place of business)

State Automobile Mutual Insurance Company

518 East Broad Street

Columbus, OH 43215
Mailing Address for Notices

518 East Broad Street

Columbus, OH 43215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT: \$** 

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

DEFK13009; Replacement Roof Project Weston Armory #40

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

3rd

day of January, 2013

(Wilness) Wolmes

(Witness) Jojo Streyle

G & W Roofing & Construction, Inc.

(Principal)

(Seal)

(Tule)

State Automobile Mutual Insurance Company

(Surety)

(Seal)

(Title) Kate Patricia O'Toole

Attorney-in-Fact

## STATE AUTOMOBILE MUTUAL INSURANCE COMPANY COLUMBUS, OHIO

## **CERTIFIED COPY**

# THIS DOCUMENT MAY NOT BE REPRODUCED ORIGINAL PRINTED ON YELLOW PATTERN PAPER POWER OF ATTORNEY

Know	All Men E	By These	Presents,	That	STATE A	MOTUA	10BILE	<b>MUTUA</b>	L INSUR	RANCE	COMPA	NY, a	corpor	ration,
duly or	ganized and	existing u	under the la	aws of	the Stat	e of Oh	nio, and	having i	ts princip	al offic	es in the	City o	f Colu	mbus,
Ohio, c	does hereby	by these	presents	make,	constitu	te and	appoint		Brian F.	Jeffe,	Jay Blad	ck, Bria	n W.	Long,
Michae	J. Petrasek	Sr., Jose	phine M. S	trevle.	Barbara	A. Lee	per. Kat	e Patrici	a O'Toole	e				

of Pittsburgh and State of Pennsylvania

**EACH** 

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit: any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed **Three Million (\$3,000,000.00) Dollars in amount.** 

and to bind the Company thereby as fully and to the same extent as if bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 4th day of November, 2009

Seal

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: Paul F Nordman Ass't Vice Presiden

William D. Hansen Ass't Vice Presiden

Form 18-C Cert.

STATE OF OHIO	
COUNTY OF FRANKLIN,	SS

On this 4th day of November, A.D., 2009 before me personally came Paul E. Nordman and William D. Hansen , to me known, who being duly sworn, did depose and say that they are \_\_\_ Assistant Vice Presidents respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; 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 Company and that they signed their names, respectively, by like order. Notary Public John B. Melvin, Attorney-at-Law Notary Public-State of Ohio My Commission Has No Expiration Date Section 147.03 CERTIFICATE I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force. Signed and sealed at Columbus, Ohio, this Assistant Secretary John A. Couger