

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

Solicitation

BH

NUMBER DPS1335 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE

04-558-2544

WEST VIRGINIA STATE POLICE

P 4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV

25309 304-746-2141

TRI-STATE ROOFING & SHEET METAL PO BOX 1231 CHARLESTON, WV 25324 304-755-8135

DATE PRINTED 06/19/2013

BID OPENING DATE: BID OPENING TIME 1:30PM 06/26/2013 CAT. QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE ADDENDUM NO. 8 SEE ATTACHED PAGES. END OF ADDENDUM NO. 8 0001 JB 910-66 \$238,901.00 \$238,901.00 1 ROOFING MAINTENANCE, REPAIR, AND INSTALLATION THIS IS THE END OF REQ DPS1335 ***** TOTAL: \$238,901.00 06/25/13 10:59:53 AM West Virginia Purchasing Division TELEPHONE 304-755-8135 SIGNATURE DATE 06-26-2013 FEIN 55-0591156 PRESIDENT ADDRESS CHANGES TO BE NOTED ABOVE

EXHIBIT A

RFQ #DPS 1335 - Revised 6/19/13

WV State Police Academy - Professional Development Center

ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES NECESSARY TO INSTALL NEW ROOFING ON THE WV STATE POLICE ACADEMY PROFESSIONAL DEVELOPMENT CENTER DUNBAR, WV - KANAWHA COUNTY.

BID FORM

Bidders Company Name:	TRI-STATE ROOFING & SHEET METAL		
Bidder's Address:	PO BOX 1231		
	CHARLESTON, WV 25324		
(if different)			+
Phone Number:	304-755-8135		
Fax Number:	304-755-5275		
Email Address:	TDORSCH@TRI-STATESERVICE.COM		
WV Contractor's License	e Number:WV000104		
We, the undersigned, her all work in a workmanlik	eby propose to furnish all materials, equipment, and labor to complete e manner, as described in the Bidding Documents.		
CONTRACT BASE BID	: TWO HUNDRED THIRTY EIGHT THOUSAND, NINE HUNDRED ONE DOLLA	RS &	ZERO CENTS
(\$_238,901.00 numbers)	(Contract base bid to be written in words and		-

000006 EXHIBIT A

METAL DECKING PER SQUARE FOOTAGE CO	ST BID (IF ANY)
NINE DOLLARS AND THIRTY-FIVE CENTS	
(\$_9.35 numbers)	_) (Total to be written in words and
Basis of Award: The contract will be awarded to the vall of the specifications.	vendor with the lowest contract base bid meeting
RESPECTFULLY SUBMITTED:	
DATE: JUNE 26, 2013	
WV VENDOR: 709045810	
CONTRACTOR LICENSE NUMBER: WV00010	4
BY: June (SIGNATURE, IN INK)	
TITLE: PRESIDENT	
FIRM NAME: TRI-STATE ROOFING & SHEET ME	IF APPLICABLE)
ADDRESS: PO BOX 1231, CHARLESTON, WV 25	324

END OF BID FORM

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

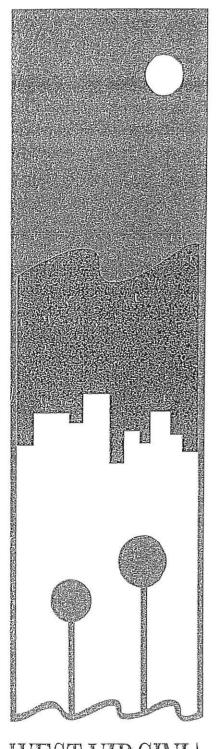
1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting 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: TR	I-STATE	ROOFING	&	SHEET	METAL
Contractor's License N	oWV0001	104			

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.



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000104

Classification:

HEATING, VENTILATING & COOLING SPECIALTY ROOFING CRANE

> TRI STATE ROOFING & SHEET METAL CO DBA TRI STATE ROOFING & SHEET METAL CO PO BOX 1231 CHARLESTON, WV 25324-1231

Date Issued

Expiration Date

AUGUST 01

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

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



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

STATE OF WEST VIRGINIA								
COUNTY OF PUTNAM TO-WIT:								
I, TIMOTHY F. DORSCH , after being first duly sworn, depose and state as follows:								
1. I am an employee of <u>TRI-STATE ROOFING & SHEET METAL</u> ; and, (Company Name)								
2. I do hereby attest that TRI-STATE ROOFING & SHEET METAL (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.								
TRI-STATE ROOFING & SHEET METAL (Company Name)								
(Company Name)								
By: Jemes								
Title: PRESIDENT								
Date: _JUNE 26, 2013								
Taken, subscribed and sworn to before me this $\frac{26}{}$ day of $\frac{\text{JUNE}}{}$, $\frac{2013}{}$.								
By Commission expires FEBRUARY 6, 2023 OFFICIAL SEAL STATE OF WEST VIRIGINIA NO: AY PUBLIC CHRISTINIA LACY Mischele								
CHRISTINA LACY 5289 LONG BRANCH ROAD BARBOURS VILLE, WV 25504 MY COMM. EXP. FEBRUARY 6, 2023								
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE								
TOTAL TITLE								

AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF

THE BID.

Rev March 2009

Agency	WV State Police	
	O# DPS1335	

BID BOND

	KNOW ALL MEN BY THE	ESE PRESENTS, That we,	the undersigned, Tri State Roofing & Sheet Metal Company
of	01 1		, as Principal, and Travelers Casualty and Surety Company of Americ
of	Hartford	_,CT	, a corporation organized and existing under the laws of the State of
	CT with its principal	office in the City of	Hartford, as Surety, are held and firmly bound unto the State
of Wes	l Virginia, as Obligee, in the	penal sum of Five Perce	ent of Amount Bid (\$ 5%) for the payment of which,
well an	d truly to be made, we jointl	y and severally bind ourse	lves, our heirs, administrators, executors, successors and assigns.
	The Condition of the above	e obligation is such that w	hereas the Principal has submitted to the Purchasing Section of the
Depart	ment of Administration a cer	tain bid or proposal, attach	ned hereto and made a part hereof, to enter into a contract in writing for
DPS1	335 Remove and Install	a New Roofing System	n at WV State Police Professional Development Center at WV
State	Police Academy Dunbar	r WV - According to Pla	ans and Specifications
	NOW THEREFORE,		
agreen force a	and shall furnish any other be nent created by the acceptar	cepted and the Principal sloonds and insurance requince of said bid, then this objects on any agreed that the said agreed the said agreed that the said agreed the said agreed that the said agreed the said agreed that th	hall enter into a contract in accordance with the bid or proposal attached red by the bid or proposal, and shall in all other respects perform the oligation shall be null and void, otherwise this obligation shall remain in full he liability of the Surety for any and all claims hereunder shall, in no event,
		tension of the time within v	and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
	IN WITNESS WHEREOF,	Principal and Surety have	hereunto set their hands and seals, and such of them as are corporations
have ca	nused their corporate seals t	o be affixed hereunto and	these presents to be signed by their proper officers, this
21st	day of May		
Principa	al Corporate Seal		Tri State Roofing & Sheet Metal Company (Name of Principal)
			(Must be President or Vice President)
			President. (Title)
Surety (Corporate Seal		Travelers Casualty and Surety Company of America (Name of Surety)
			By: tatuen A Mayo
			Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

220367

Certificate No. 005361814

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moye, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

	State of West Vissinia	, their true and lawful Attorney(s)-in-Fact
of the City ofCharleston_ each in their separate capacity if more than one is named above, other writings obligatory in the nature thereof on behalf of the contracts and executing or guaranteeing bonds and undertakings	to sign, execute, seal and acknowledge Companies in their business of guara	ge any and all bonds, recognizances, conditional undertakings and anteeing the fidelity of persons, guaranteeing the performance o
	Mary Mary	
IN WITNESS WHEREOF, the Companies have caused this inday of February , 2013 .	strument to be signed and their corpor	rate seals to be hereto affixed, this11th
Farmington Casualty Comp Fidelity and Guaranty Insu Fidelity and Guaranty Insu St. Paul Fire and Marine In St. Paul Guardian Insurance	rrance Company rrance Underwriters, Inc. nsurance Company	St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company
1982 STATE TO STATE OF THE STAT	SEAL SEA	ATZ IN CONN. SE HARTFORD, STATE ON LINE SURFE CONN. SE HARTFORD SURFE CONN. SE HART
State of Connecticut City of Hartford ss.	Ву:	Robert L. Raney, Senior Vice President
On this the11thday ofFebruary be the Senior Vice President of Farmington Casualty Company, F Fire and Marine Insurance Company, St. Paul Guardian Insuranc Casualty and Surety Company of America, and United States Fig instrument for the purposes therein contained by signing on beha	Fidelity and Guaranty Insurance Comp te Company, St. Paul Mercury Insuran delity and Guaranty Company, and the	nce Company, Travelers Casualty and Surety Company, Travelers at he, as such, being authorized so to do, executed the foregoing

58440-8-12 Printed in U.S.A.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 st day of May



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

41LAURELMANA

Client#: 118155

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Roxanne Cameron						
J Smith Lanier & Co-Lexington	PHONE (A/C, No, Ext): 800-796-3567 (A/C, No): 859-254						
Powell-Walton-Milward	E-MAIL ADDRESS: rcameron@pwm-jsl.com						
P O Box 2030	INSURER(S) AFFORDING COVERAGE	NAIC #					
Lexington, KY 40588	INSURER A: Westfield Insurance Company	24112					
INSURED To Charles Bookings & Charles Madel	INSURER B:						
Tri-State Roofing & Sheet Metal	INSURER C:						
Company of West Virginia P.O. Box 1231	INSURER D:						
	INSURER E:						
Charleston, WV 25234	INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
4	X COMMERCIAL GENERAL LIABILITY		CMM5942244	04/30/2013	04/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000 \$10,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person) PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- PECT LOC					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$2,000,000 \$
A	AUTOMOBILE LIABILITY		CMM5942244	04/30/2013	04/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$1,000,000 \$
	X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS					BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB		CMM5942244	04/30/2013	04/30/2014	EACH OCCURRENCE	\$ \$5,000,000
	DED X RETENTION \$0 WORKERS COMPENSATION					AGGREGATE WC STATU- TORY LIMITS OTH- ER	\$5,000,000 \$
	AND EMPLOYERS' LIABILITY Y / N PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	

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

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	111 0

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

COVERAGES CENTIFICATE NUMBER: THIS IS TO GERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING AND YERDINGN SOF DEFINITIONS OF SUCH POLICIES. MIRK WWD CENTIFICATE MAY BE ISSUED OR MAY PERTIAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS COMMERCAL GENERAL LIABILITY COMMERCAL LIABILITY ANY AUTO ANY AUTO ANY AUTO ANY AUTO ANY AUTO ANY AUTO ANY COURRE B. CONSTRUCT INSURER B. INSURER C. IN		ne terms and conditions of the policy ertificate holder in lieu of such endo				ndorse	ement. A sta	tement on th	is certificate does not co	onfer i	ights to the
CANCELLATION CERTIFICATE LUMBURY DISCREPTION OF PERSONNEL CHARLESTON WV 25324 MACE M	_		Seme	ings)•	CONTA	ACT Bobby	Paulev			
P. O. Box 1126 SAME Shobby Pauley@cityInsure.cog SAME SHOWN	Ci	ty Insurance Profession	als								
RESURER, SPICE AS A PRICE NOW 25324 RESURER 3. SINGER 8: INSURER 9: INSURE 9: INSURER 9: INSURER 9: INSURER 9: INSURER 9: INSURER 9: INSURE 9: INSURER 9: INSURER 9: INSURER 9: INSURER 9: INSURER 9: INSURE 9: INSURER 9: INSURE 9: INSURER 9: INSURE 9: INSURER 9: IN		- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				E-MAIL ADDRE	SS: Bobby.	Pauley@ci	tyinsure.org	(304)3	20 1433
NSURER :											NAIC#
This state Roofing & Sheet Metal Co of WV Singler S	Ch	arleston WV 2	5324			INSUR	ERA:Brick	street M	utual Insurance		12372
Charleston WV 25324 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE USED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NOIGHTED NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR ANY PERIOD OR MAY PERFANT THE INSURANCE AFFORCED BESCHRED HERRIN IS SUBJECT TO ALL THE TERM CERTIFICATE MAY BE ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NOIGH AND ANY AND ANY ANALYSE BESCHRED HERRIN IS SUBJECT TO ALL THE TERM CERTIFICATE MAY BEEN THE POLICY PERIOD NAMED AND COMMITTED AND ANY AND ANY ANALYSE BESCHRED HERRIN IS SUBJECT TO ALL THE TERM CERTIFICATE MAY BEEN THE POLICY PERIOD NAMED AND ANY ANALYSE BESCHRED HERRIN IS SUBJECT TO ALL THE TERM CERTIFICATE MAY BE SEEN TO ALL THE TERM CENTRAL HERRIN IS SUBJECT TO THE TERM CENTRAL HERRIN IS SUBJECT TO ALL THE TERM CENTRAL HERRIN IS SUBJECT TO THE TERM CENTRAL HERRIN IS SUBJECT TO THE TERM CENTRAL HERRIN IS SUBJECT TO THE	INS	JRED				INSUR	ER B :				
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CARLISLE WARRANTY SYSTEM WARRANTY

SERIAL NO.

SAMPLE

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING: BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE ROOFING SYSTEM: DATE OF ACCEPTANCE BY CARLISLE:

Carlisle Roofing Systems, Inc., warrants to the Building Owner (OWNER) of the above described building, that, subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Membrane Roofing System (CARLISLE ROOFING SYSTEM) installed by a Carlisle Authorized Roofing applicator for a period of () years commencing with the date of Carlisle's acceptance of the Carlisle Roofing System installation. However, in no event shall Carlisle's obligations extend beyond () years subsequent to the date of substantial completion of the Carlisle Roofing System. See below for exact date of warranty expiration.

The Carlisle Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any leak in the Carlisle Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Roofing System's materials, or workmanship of the Carlisle
 Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
- 3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hall, hurricanes, and winds of peak gust speeds of () mph or higher measured at 10 meters above ground; or
 - (b) The Carlisle Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
 - (c) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Roofing System; or
 - (d) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Roofing System and cause a leak, or otherwise damage the Carlisle Roofing System.
- This Warranty shall be null and void if any of the following shall occur:
 - (a) If, after installation of the Carlisle Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
 - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
- Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
- During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
- Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
- 8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
- 10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- 11. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.



RFQ No.	DPS1335
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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: TRI-STATE ROOFING & SHEET METAL	
Authorized Signature:	Date: <u>06-26-2013</u>
State of WEST VIRGINIA	* 2
County of PUTNAM , to-wit:	
Taken, subscribed, and sworn to before me this 26 day of	JUNE , 20 <u>13</u> .
My Commission expires FEBRUARY 6 , 2013. OFFICIAL SEAL AFEIX SEAL NOTARY PUBLIC CHRISTINA LACY CHRISTINA LACY 5259 LONG BRANCH ROAD BARBOURSVILLE, WV 25504 BARBOURSVILLE, WV 25504 MY COMM. EXP. FEBRUARY 6, 2023	10/.11

MY COMM. EXP. FEBRUARY 6, 2023 =

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.

TRI-STATE ROOFING & SHEET METAL				
(Company)				
- JM				
(Authorized Signature)				
TIMOTHY F DORSCH, PRESIDENT				
(Representative Name, Title)				
(304) 755-8135 / (304) 755-5275				
(Phone Number) (Fax Number)				
JUNE 26, 2013 (Date)				

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DPS1335

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)

[\dagger]	Addendum No. 1	[>	[]	Addendum No. 6
[7]	Addendum No. 2	[}	()	Addendum No. 7
[]	Addendum No. 3	[>	()	Addendum No. 8
[\(\chi \)]	Addendum No. 4]]	Addendum No. 9
[+]	Addendum No. 5	[]	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 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.

TRI-STATE ROOFING & SHEET METAL

Company

Authorized Signature

JUNE 26, 2013

Date

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