



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 43840

Procurement Type: Central Purchase Order

Vendor ID: 000000210189

Legal Name: LOMBARDI DEVELOPMENT CO INC

Alias/DBA:

Total Bid: \$359,300.00

Response Date: 11/13/2014

Response Time: 13:14

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ1500000002

Published Date: 10/31/14

Close Date: 11/13/14

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1-Joint Forces Headquarters restroom renovation

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washinton Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State Of West Virginia  
 Solicitation Response**

**Proc Folder :** 43840

**Solicitation Description :** Addendum No. 1-Joint Forces Headquarters restroom renovation

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2014-11-13 13:30:00	SR 0603 ESR11131400000000951	1

VENDOR
000000210189 LOMBARDI DEVELOPMENT CO INC

**FOR INFORMATION CONTACT THE BUYER**  
 Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building Renovation	1.00000	JOB	\$359,300.00	

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :** Addendum No. 1 - to attach the pre-bid sign-in sheets. The bid opening remains 11/13/14 at 1:30 pm.  
The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities to provide labor, materials, and all associated costs to renovate the men/women's restroom and locker room in the Drill Hall, the men/women's restroom on the second floor, and the women's restroom in the computer lab at the Joint Force



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

State of West Virginia  
 Request for Quotation  
 09 – Construction

Proc Folder: 43840

Doc Description: Joint Force Headquarters Restroom Renovations Charleston, WV

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-20	2014-11-13 13:30:00	CRFQ 0603 ADJ1500000002	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Lombardi Development Co.  
 649 Virginia Avenue  
 Follansbee, WV 26037  
 304-748-5920

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.yyle@wv.gov

Signature X 

FEIN # 55-0768209

DATE November 13, 2014

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Renovation	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description :**

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities to provide labor, materials, and all associated costs to renovate the men/women's restroom and locker room in the Drill Hall, the men/women's restroom on the second floor, and the women's restroom in the computer lab at the Joint Force Headquarters located at 1703 Coonskin Drive, Charleston, WV 25311, per the attached specifications. Plans and specifications may be obtained from Jerry Goff Architecture - Phone 304-722-3379. There is a \$100 deposit fee per set. There is a mandatory pre-bid meeting scheduled for 10/28/2014 at 10:00 am at the facility location.

Construction and renovation services for retrofit of restrooms at the JFHQ at 1703 Coonskin Drive in Charleston, WV.

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page 3</b>
ADJ1500000002	Final	Joint Force Headquarters Restr oom Renovations Charleston, WV	<b>of 3</b>

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SECTION I – BID PROPOSAL FORM**

---

**Dated:** November 13, 2014

**Submitted by Bidder:** Lombardi Development Co.

West Virginia Contractor's License Number: WV 030137

**For: JOINT FORCES HEADQUARTERS BUILDING RESTROOM RENOVATION**

**Men's & Women's Restroom & Locker Room at Drill Hall**

**Men's & Women's Restroom at Second Floor**

**Women's Restroom at Computer Lab**

**QUALIFICATIONS FOR BIDDER:**

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations:

**Submitted To:**

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and completion of Renovation to Restroom and Locker Rooms in the Joint Forces Headquarters Building located in Charleston, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

**Note:**

Bidders failure to submit a bid for ALL Bid Items will result in disqualification of bid.



**BID ITEM NO. 1 – MEN'S & WOMEN'S RESTROOMS & LOCKER ROOMS at DRILL HALL:**

Two hundred six thousand five hundred  
thirty-two dollars \$ 206,532.00

**Unit:** Lump Sum (LS)

**Description:** This work consists of all work for Men's & Women's Restrooms & Locker Rooms Renovation located on the First Floor adjacent to the Drill Hall.

**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.

**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

**BID ITEM NO. 2 – MEN'S & WOMEN'S RESTROOM RENOVATION at 2ND FLOOR:**

Ninety-four thousand fifty-three dollars  
 \$ 94,053.00

**Unit:** Lump Sum (LS)

**Description:** This work consists of all work for Men's & Women's Restroom Renovation located on the Second Floor adjacent to HR Office.

**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.

**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

**BID ITEM NO. 3 – WOMEN'S RESTROOM RENOVATION:**

Fifty-eight thousand seven hundred fifteen  
dollars \$ 58,715.00

**Unit:** Lump Sum (LS)

**Description:** This work consists of all work for Women's Restroom Renovation located on the First Floor adjacent to Computer Lab.

**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.

**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

**TOTAL LUMP SUM BID:**

Three hundred fifty-nine thousand three  
hundred dollars \$ 359,300.00

The Contract is intended to provide the agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for the total of Bid Item #1, Bid Item #2, and Bid Item #3. The contract is to be awarded as a lump sum contract consisting of the totals of all three contract items.

If awarded the contract, I (we) agree to perform the work to completion and ready for operation and use no later than (150) One-Hundred Fifty Calendar Days from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.

The Bidder certifies that this bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that the Bid Proposal shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Bid Items not originally awarded shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

#1 10-31-14

**SIGNATURE OF BIDDER:**

Firm:	<u>Lombardi Development</u>	By:	<u>[Signature]</u>
Address:	<u>649 Virginia Ave.</u>	Title:	<u>President</u>
Address:	<u>Follansbee, WV 26037</u>	Phone:	<u>304-748-5920</u>
Address:	_____	Fax:	<u>304-748-8488</u>
Tax Cert. #	<u>55-0768209</u>		

**END OF SECTION I**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lombardi Development Company, Inc.  
of Follansbee, West Virginia, 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 Oblige, in the penal sum of Five percent of the (\$ 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 Joint Force Headquarters Restroom 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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 13th day of November, 2014.

Principal Seal

Lombardi Development Company, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or Duly Authorized Agent)  
President  
(Title)

Surety Seal

International Fidelity Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Nicholas A. Sparachane

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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 under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SUSAN K BOORD, NICHOLAS A. SPARACHANE

Wheeling, WV.

their 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 and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, 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 INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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 April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 13th day of November 2014

MARIA BRANCO, Assistant Secretary



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

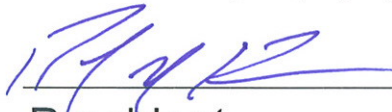
**STATE OF WEST VIRGINIA,  
COUNTY OF Brooke, TO-WIT:**

I, Paul M. Lombardi II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Lombardi Development; and,  
(Company Name)
- 2. I do hereby attest that Lombardi Development  
(Company Name)

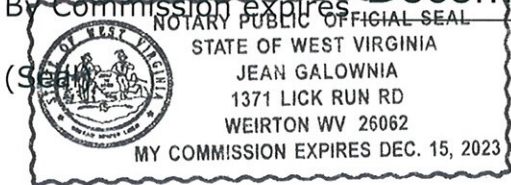
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

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

By:   
 Title: President  
 Company Name: Lombardi Development  
 Date: November 13, 2014

Taken, subscribed and sworn to before me this 13th day of November, 2014.

By Commission expires December 15, 2023



  
 (Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**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.

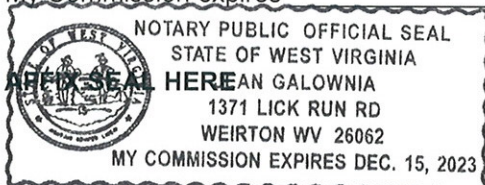
**DEFINITIONS:**

**"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: Lombardi Development Co.Authorized Signature:  Date: November 13, 2014State of West VirginiaCounty of Brooke, to-wit:Taken, subscribed, and sworn to before me this 13 day of November, 2014.My Commission expires December 15, 2023NOTARY PUBLIC 