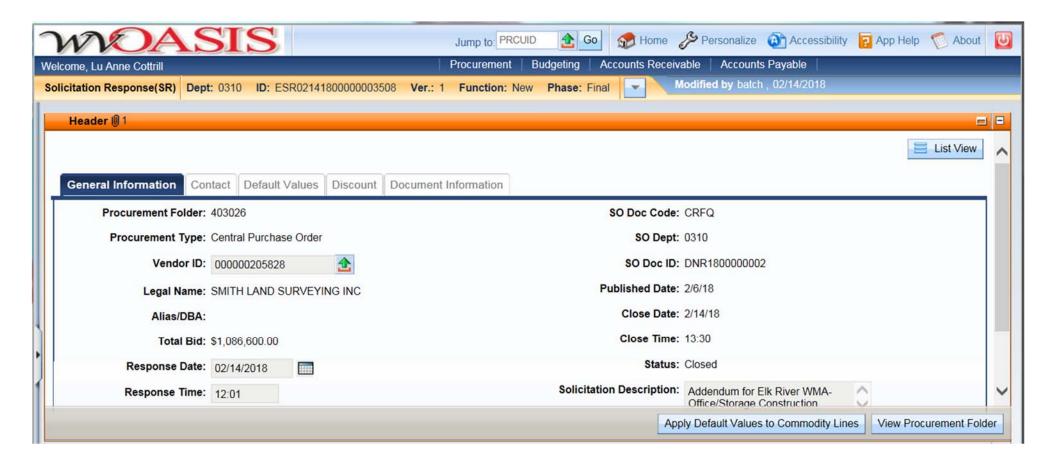
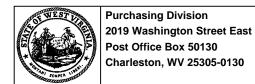


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronicallysubmitted 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.





State of West Virginia Solicitation Response

Proc Folder: 403026

Solicitation Description : Addendum for Elk River WMA-Office/Storage Construction

Proc Type: Central Purchase Order

 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2018-02-14 13:30:00
 SR
 0310 ESR02141800000003508
 1

VENDOR

000000205828

SMITH LAND SURVEYING INC

Solicitation Number: CRFQ 0310 DNR1800000002

Total Bid: \$1,086,600.00 **Response Date:** 2018-02-14 **Response Time:** 12:01:27

Comments:

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet (304) 558-2596 guy.l.nisbet@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building Construction Services				\$1,086,600.00

Comm Code	Manufacturer	Specification	Model #	
72120000				
1				

Extended Description :

Construction of a new building for use as offices and storage at the Elk River WMA.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNR1800000002

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.

proposal, plans all	as of specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)	ived)
 X Addendum No. 1 X Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4 ☐ Addendum No. 5 	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's representa	ot of addenda may be cause for rejection of this bid tation made or assumed to be made during any oral atives and any state personnel is not binding. Only to the specifications by an official addendum is
SLS Land & Energy Develor Company Regorn A. Smith Authorized Signature	Pment
2/14/18 Date	
NOTE, This added down and the latest	***

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

Agency WVDNR REQ.P.O# CRFQ 0310 DNR1800000002

Attomey-in-Fact

Lori A. Proch

	RID BOND	
KNOW ALL MEN BY THESE PRESE	NTS That we the undereigner	Smith Land Surveying, Inc. Land & Energy Developement
of Glenville		, as Principal, and Pennsylvania National Mutual Insuran
	The state of the s	as Principal, and Pennsylvania National Mutual Insuran
Pennsylvania with its principal office in the	City of Harrichura	organized and existing under the laws of the State of, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum	of 50% of Total Amount Did	
we jointly and sever	ally bind ourselves, our neirs, ac	dministrators, executors, successors and assigns.
The Condition of the above obligation	on is such that whereas the P	rincipal has submitted to the Purchasing Section of the
Department of Administration a certain bid or p	roposal, attached hereto and m	ade a part hereof, to enter into a contract in writing for
New M	Metal Storage Building for	· WVDNR
NOW THEREFORE,		
(a) If said bid shall be rejected, o	r	
(b) If said bid shall be accepted	and the Principal shall enter	into a contract in accordance with the bid or proposal
ALLONDO TIOLOTO MILO BITALI IMITALISTI MILA OTTICI DOL	JUS 200 INSUEZOCE FEORIFED BY 1	no hid or proposed and chall in all alban managers
TOTAL CHIEFLY IT IS EXPLESSIV UNDERSTOOT	and adreed that the liability of	be null and void, otherwise this obligation shall remain in the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation	n as herein stated.	and during for any and all claims hereunder shall, in no
The County for the		
way impaired or affected by any extension of waive notice of any such extension.	eby stipulates and agrees that the time within which the Oblic	the obligations of said Surety and its bond shall be in no see may accept such bid, and said Surety does hereby
YDAY		
WITNESS, the following signatures and	seals of Principal and Surety,	executed and seated by a proper officer of Principal and
Surety, or by Principal Individually if Principal is	an Individual, this 14th day of	February , 20 18 .
08 4 3 5		Smith Land Surveying, Inc.
Principal Seal		dba SLS Land & Energy Developement
UKO. AS		(Name of Principal) - [[
Butter William		By Liegory Ch. Smith
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		(Must be President, Vice President, or
		Duly Authorized Agent)
The state of the s		President
		(Title)
Surety Seal		Pennsylvania National Mutual Insurance Company
		(Name of Surety)
The Market of the Control of the Con		,
The state of the s		hou & Knod

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.

Rev. July 7, 2017



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

STATE OF WEST VIRGINIA,
COUNTY OF GILMER TO-WIT:
I, ADAM WILSON , after being first duly sworn, depose and state as follows:
1. I am an employee of SLS LAND & ENERGY DEVELOPMEN, and, (Company Name)
2. I do hereby attest that SLS LAND & ENERGY DEVELOPMENT (Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: ADAM WILSON
Signature: adu fish
Title: SAFETY COCKDINATOR
Company Name: SLS LAND & ENERGY DEVELOPMENT
Date: 2-14-18
Taken, subscribed and sworn to before me this 14th day of February, 2018
By Commission expires
OFFICIAL SEAL Notary Public, State of West Virginia DEANNA S McVICKER 4230 Dusk Camp Run Road Sand Fork, WV 26430 My commission expires January 22, 2023 Rev. July 7, 2017

EXHIBIT A – PRICING PAGE Elk River WMA Storage/Office/Shop Building Construction

Name of Vendor:	SLS Land & Energy Development
Address of Vendor:	12 Vanhorn Drive Glenville, WV 26351
Phone Number of Vendor:	(304) 462-5634

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$1,086,600.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, <u>written in</u> words.

One million eighty-six thousand six hundred dollars and zero cents

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:

My commission expires January 22, 2023

Vendor's Name: SLS Land & Energy Development			
Authorized Signature: <u>Inegory</u> A. Smith Date: 2/14/18			
State of West Virginia			
County of Gilmer, to-wit:			
Taken, subscribed, and sworn to before me this 440 day of			
My Commission expires Jan. 22 , 2023.			
AFFIX SEAL NOTARY PUBLIC Dean Action (Revised 07/07/2017) OFFICIAL SEAL NOTARY PUBLIC Dean Action (Revised 07/07/2017) NOTARY PUBLIC Dean Action (Revised 07/07/2017)			

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Name, Title)
Brian Randolph, Vice President of Construction
Printed Name and Title) 12 Vanhorn Drive, Glenville, WV 26351
Address) (304) 462-5634 / (304) 462-5656
Phone Number) / (Fax Number) brandolph@slswv.com
email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

SLS Land & Energy Development
George a. Smith
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
(Printed Name and Title of Authorized Representative)
2/14/18
(Date)
304-462-5634 304-462-5656
(Phone Number) (Fax Number)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: SLS Land & Energy Development			
Check this box if no subcontractors will perpoject.	form more than \$25,000.00 of work to complete the		
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.		
Cove Run Contracting	WV044644		
Rich's Refrigeration	WV001629		
Stepp & Sons	WV043485		
Brewer & Company	WV001124		
Harris Brothers Roofing	WV000232		
Panel Systems	WV027808		

Attach additional pages if necessary