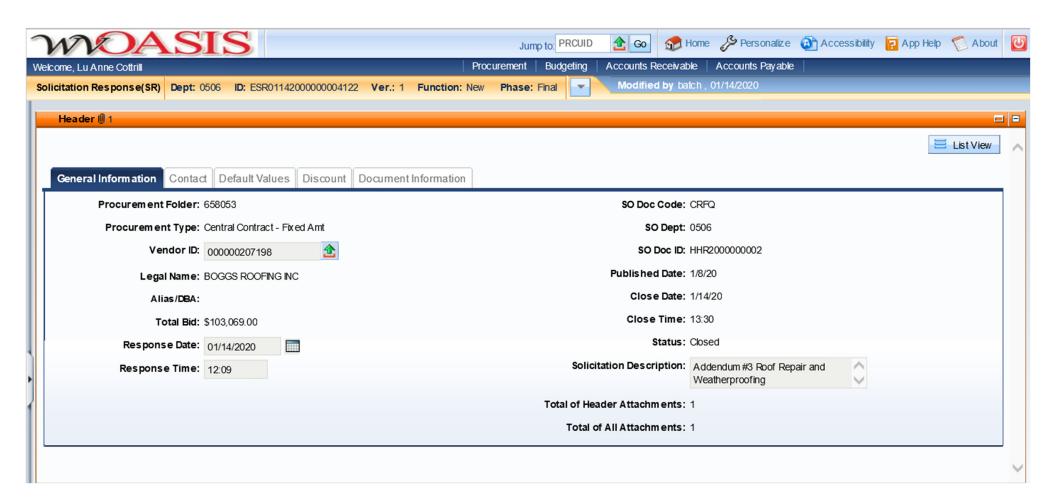


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder: 658053

Solicitation Description: Addendum #3 Roof Repair and Weatherproofing

Proc Type: Central Contract - Fixed Amt

 Date issued
 Solicitation Closes
 Solicitation Response
 Version

 2020-01-14 13:30:00
 SR
 0506 ESR01142000000004122
 1

VENDOR

000000207198

BOGGS ROOFING INC

Solicitation Number: CRFQ 0506 HHR2000000002

Total Bid: \$103,069.00 **Response Date**: 2020-01-14 **Response Time**: 12:09:27

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157 brittany.e.ingraham@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	Specification 13.1				\$3,360.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV Specification 13.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Specification 13.2				\$370.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV

Specification 13.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Specification 13.3				\$2,035.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV

Specification 13.3

Line	Comm Ln Desc	Qty	Unit Issue Unit Price Ln Total Or Contract Amount		
4	Specification 13.4				\$3,325.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV

Specification 13.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Specification 14.1				\$4,990.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Specification 14.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Specification 14.2				\$9,913.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV

Specification 14.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Specification 14.3				\$707.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans **Extended Description:**

DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Specification 14.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Specification 14.4				\$11,945.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV

Specification 14.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Specification 15.1				\$630.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Specification 15.2				\$17,000.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV

Specification 15.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Specification 15.3				\$8,760.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans **Extended Description:**

DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Specification 15.4				\$12,080.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV

Specification 15.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Specification 15.5				\$1,414.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Specification 15.6				\$980.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV

Specification 15.6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Specification 15.7				\$980.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans **Extended Description:**

DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.7

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Specification 15.8				\$24,580.00

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV

Specification 15.8



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

State of West Virginia **Request for Quotation** 09 - Construction

Proc Folder: 658053

Doc Description: Addendum #3 Roof Repair and Weatherproofing

Proc Type: Central Contract - Fixed Amt

Version Date Issued **Solicitation Closes** Solicitation No 2020-01-08 2020-01-14 **CRFQ** 0506 HHR2000000002 5 13:30:00

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:

BOGGS ROOFING, INC POBOX 7455 HUNTINGTON, WV 25776

304-429-4233

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN#

55-0703992

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum No. 3 - the purpose of this addendum is to:

Attach vendor questions and agency responses.
 Modify Section 10 of the specifications, per the attached.
 Add license requirements on Item 7 of the Terms & Conditions, per the attached.

Bid opening will remain 1/14/2020 at 1:30 PM ET

No other changes.

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS		HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS	W P		
ONE DAVIS SQUARE, RM	1 115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON WV 2	5301		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Specification 13.1			_	PP
				20	SE QIO FORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV Specification 13.1

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS			HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS		
ONE DAVIS SQUARE, RM 1	15	ONE DAVIS SQUARE, RM	l 115		
CHARLESTON	WV25301	CHARLESTON	WV 25301	ra III	
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Specification 13.2				
				E	E DIO FORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV Specification 13.2

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS	3	OFFICE OF OPERATIONS	
ONE DAVIS SQUARE, RM	1 115	ONE DAVIS SQUARE, RM 115	
CHARLESTON	WV25301	CHARLESTON WV 29	5301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Specification 13.3				C 2 C
					see pistorn

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV Specification 13.3

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES			
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS			
ONE DAVIS SQUARE, RM	115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON W	VV 25301		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Specification 13.4				
	·			6	SEE BID FORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR One Davis Square, 4th floor roof, Charleston, WV Specification 13.4

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURC	HEALTH AND HUMAN RESOURCES		
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS			
ONE DAVIS SQUARE, RM	115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON	WV 25301		
us		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Specification 14.1				

Comm Code	Manufacturer	Specification	Model #
72153209			1.D 2
			QEE QIALDRA

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Specification 14.1

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
			HEALTH AND HUMAN RESOURCES		
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS			
ONE DAVIS SQUARE, RM	l 115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON	WV 25301		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Specification 14.2				SEE BID Fram

Comm Code	Manufacturer	Specification	Model #	
72153209				
72100209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Specification 14.2

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RE		HEALTH AND HUMAN RESOURCE OFFICE OF OPERATIONS	ES
ONE DAVIS SQUARE, RM	l 115	ONE DAVIS SQUARE, RM 115	
CHARLESTON	WV25301	CHARLESTON	WV 25301
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Specification 14.3				- 0 1
					DEEDIS FORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Specification 14.3

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATION	S	OFFICE OF OPERATIONS	
ONE DAVIS SQUARE, RI	<i>I</i> I 115	ONE DAVIS SQUARE, RM 115	
CHARLESTON	WV25301	CHARLESTON WV 25301	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Specification 14.4				-07
				0	EEDISTORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Specification 14.4

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOU	RCES	HEALTH AND HUMAN RES	SOURCES
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS	
ONE DAVIS SQUARE, RM 115		ONE DAVIS SQUARE, RM	115
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Specification 15.1			S	EE BIS Form

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.1

INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RE		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS	5	OFFICE OF OPERATIONS	
ONE DAVIS SQUARE, RN	1 115	ONE DAVIS SQUARE, RM 115	
CHARLESTON	WV25301	CHARLESTON WV	25301
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Specification 15.2				

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.2

INVOICE TO		SHIP TO	18-31 AT 15-51
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS	
ONE DAVIS SQUARE, RM	I 115	ONE DAVIS SQUARE, RM 115	
CHARLESTON	WV25301	CHARLESTON WV 25301	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Specification 15.3				SEE BISFORM

Model #	Specification	Manufacturer	Comm Code
			72153209
			72100209

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.3

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS		HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS			
ONE DAVIS SQUARE, RM	115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON	VV 25301		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Specification 15.4			<	2 /
				0	EE DIOFORM

Comm Code	Manufacturer	Specification	Model #	
72153209		-		

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.4

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS		HEALTH AND HUMAN RESOURCES OFFICE OF OPERATIONS			
ONE DAVIS SQUARE, RM	115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON WV	25301		
US		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Specification 15.5				
					QEE DISTORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.5

INVOICE TO		SHIP TO		
BUYER - 304-957-0209		BUYER - 304-957-0209		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES		
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS		
ONE DAVIS SQUARE, RM 115		ONE DAVIS SQUARE, RM 115		
CHARLESTON	WV25301	CHARLESTON	WV 25301	
US		us		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Specification 15.6				- 2 /
	·			0	EE DISTORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.6

INVOICE TO		SHIP TO			
BUYER - 304-957-0209		BUYER - 304-957-0209			
			HEALTH AND HUMAN RESOURCES		
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS	OFFICE OF OPERATIONS		
ONE DAVIS SQUARE, RM	115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON	WV 25301		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Specification 15.7				

Comm Code	Manufacturer	Specification	Model #	
72153209				

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.7

INVOICE TO		SHIP TO	PERMIT		
BUYER - 304-957-0209		BUYER - 304-957-0209			
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES			
OFFICE OF OPERATIONS		OFFICE OF OPERATIONS	OFFICE OF OPERATIONS		
ONE DAVIS SQUARE, RM	1 115	ONE DAVIS SQUARE, RM 115			
CHARLESTON	WV25301	CHARLESTON WV 25301			
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Specification 15.8				SEE RIA FORM

Comm Code	Manufacturer	Specification	Model #	
72153209				

Extended Description:

See Exhibit B - Project Plans DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Specification 15.8

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Prebid Meeting	2019-12-18
2	Questions Due	2019-12-30

	Document Phase	Document Description	Page 9
HHR200000002	Final	Addendum #3 Roof Repair and	of 9
		Weatherproofing	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ HHR2000000002 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ HHR2000000002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable A	ddendum	Category:
--------------	---------	-----------

LJ	Modify bid opening date and time
[X]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[X]	Other- Changes to TCP under License(s)/Certifications/Permits section.

Additional Documentation: This purpose of this addendum is to:

- 1. Attach vendor questions and agency responses.
- 2. Modify Section 10 of the specifications, per the attached.
- 3. Add license requirements on Item 7 of the Terms & Conditions, per the attached.

Bid opening will remain 1/14/2020 at 1:30 PM ET

No other changes.

Terms and Conditions:

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

Vendor Questions and Agency Responses

Question 1: Both the RFQ and the project description in the specifications mention project plans included under Exhibit B. I don't see an Exhibit B listed for download on Oasis. Is something missing from the project?

Answer 1: Exhibit B is included in the Specifications.doex file.

Specification Changes

Under Section 10. CONDITIONS OF THE WORK there is an additional subsection of 10.2 that will be as follows.

10.2.1 Install roofing and auxiliary materials to tie in to existing roofing to maintain weather tightness of transition and to not void warranty for existing roof systems.

Under Section 10.4 Project Closeout there is an additional subsection.

- 10.4.2 Field Quality Control: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion. DHHR One Davis Square, 4th floor roof, Charleston, WV Firestone Building Products. DHHR 350 Capitol Street, 6th floor roof, Charleston, WV Carlisle Syntec, Inc and Versico, Inc. DHHR 350 Capitol Street, 7th floor roof, Charleston, WV Carlisle Syntec, Inc and Versico, Inc.
 - 10.4.2.1 Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
 - 10.4.2.2 Additional inspections, at Vendor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

Section 10.4.2 Final Inspection is now Section 10.4.3.

10.4.3 Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

- **4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

 ☐ One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- JBID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

✓ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
Firestone Building Products - Current Applicator License
☑ Carlisle Syntec Inc - Current Applicator License
☑ Versico Inc - Current Applicator License
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is

Revised 11/14/2019

listed above.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ HHR2000000002

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
	[]	X]	Addendum No. 2	[]	Addendum No. 7
	[]	X]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10
further discuss	un ion	ders hel	tand that that any verbal repre d between Vendor's represent	sent ative	atio: es ai	denda may be cause for rejection of this bid. In made or assumed to be made during any oral and any state personnel is not binding. Only the fications by an official addendum is binding. Bocks Roomus, Nc. Company
						Company

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

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	BOGGS KODFING, INC	
The state of the s	No.: WV- 003858	

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

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- **2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: BOGG & ROOFING, NC.

project.	
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
	ű

Attach additional pages if necessary

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.

Pamela Boses -	- VP	
(Name, Title)	**	
Panela Boggs-VP (Printed Name and Title) PO Box 7455		
(Printed Name and Title)		
PO BOX 7455	HUNTINGTON, WV 25774	
(Address) 304-429-4233 /	304-429-2811	
(Phone Number) / (Fax Num	nber)	
(email address)	ofing.com	
(email address)	· V	

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.

BOGGS BOFING, INC.
(Company) VP
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
<u>O1/14/2020</u> (Date)
304-429-4233 304-429-28// (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0506 HHR2000000002

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.

meets say revisions to my proposar, plans and or specification, etc.	
Addendum Numbers Received: (Check the box next to each addendum received)	
Addendum No. 1 Addendum No. 6 Addendum No. 2 Addendum No. 3 Addendum No. 8 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 reject I further understand that any verbal representation made or assumed to be made discussion held between Vendor's representatives and any state personnel is not the information issued in writing and added to the specifications by an official abinding.	e during any oral ot binding. Only
BOGGS RODFING, NC. Company CHINE ADSHIRE-UP	
Authorized Signature O1/14/2020 Date	
Date	

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

Roof Repair and Weatherproofing

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (DHHR) to establish a contract for the following:

Roof repair and weatherproofing to DHHR, One Davis Square, 4th floor roof, Charleston WV and 350 Capitol Street, 6th floor and 7th floor roof, Charleston, WV. Work is anticipated to begin in March 2020.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

The Vendor will be responsible for verifying all measurements prior to installation and actual needs will be provided whether it is greater or less than stated.

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: http://intranet.wvdhhr.org/ops/EEO/forms/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf

- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.
 - **2.1 "Construction Services"** means roof replacement as more fully described in the Project Plans.
 - **2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - **2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

Roof Repair and Weatherproofing

- **3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least eight (8) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- **8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.

Roof Repair and Weatherproofing

- X **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
- Additional Project Plan Documents: There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions**: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday from 7:00AM Eastern Standard Time (EST) to 5:00PM EST excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 10.4. Project Closeout: Project Closeout shall include the following:
 - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
 - 10.4.1.1. Vendor must maintain a safe and clean working area throughout the completion of the job by disposing of debris, etc. each day offsite.
 - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

Roof Repair and Weatherproofing

- 11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

1

Contract Manager:	Pamela Bos65
Telephone Number:	304-429-4233
Fax Number:	304-429-2811
Email Address:	pane boggsroofing.com

Roof Repair and Weatherproofing

EXHIBIT A - Pricing Page

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

1	,	Jeer I lans.	
13. DHHR C	One Davis Square, 4 th f	loor roof, Charleston	, WV.
13.1	\$3,360.00		
13.2	\$ <u>370.00</u>		
13.3	\$ <u>2,035.00</u>	as .	
13.4	\$3,325.00		
Total		\$9,090,00	(a)
14. DHHR 35	50 Capitol Street, 6 th fl		
14.1	\$ <u>4,990.00</u>		
14.2	\$9,913.00		
14.3	\$ <i>707.0</i> 0		
14.4	\$ <u>11,945.00</u>		
Total		\$27,555.00	(b)
15. DHHR 35	0 Capitol Street 7 th flo	or roof, Charleston, V	VV.
15.1 Revised 06/08/18	\$ <u>630.00</u>		

REQUEST FOR QUOTATION CRFQ 0506 HHR2000000002 Roof Repair and Weatherproofing

15.2	\$17,000.00		
15.3	\$ <u>8,760.00</u>		
15.4	\$12,080.00		
15.5	\$ 1,414.00		
15.6	\$_980.00		
15.7	\$980.00		
15.8	\$24,580.00		
Total	\$_	66,424.00 (c)	
Grand Tot	al for 4 th (a), 6 th (b), and 7	7 th (c) Floor Roofs	\$103,069.00

Roof Repair and Weatherproofing

EXHIBIT B – PROJECT PLANS

- 13. DHHR One Davis Square, 4th floor roof, Charleston, WV.
 - 13.1 Remove the existing roof protection consisting of plywood, 2x6 sleepers, insulation and plastic tarp covering, by cutting into manageable sections and pieces and remove from roof to disposal site.
 - 13.2 Inspect roof area for any unforeseen roof damage and report to DHHR authority.
 - 13.3 Install new pressure sensitive form flashing on four steel equipment support posts including gusset plates and cross braces.
 - 13.4 Install 20+- new 30"x30" Ethylene Propylene Diene Monomer (EPDM) walkway pads in designated areas as directed by DHHR authority.
- 14. DHHR 350 Capitol Street, 6th floor roof, Charleston, WV.
 - **14.1.** Furnish and install 210feet +- new .032" finished aluminum surface mounted 6" wide counter flashing on the north and east side parapet and vertical walls; secured with washered painted type masonry fasteners and sealant at top of flashing.
 - **14.2.** Furnish and install pressure sensitive EPDM flashing to overlay existing T-joints and corner flashing; total of all 62+- overlay items at 12"x12" +- each.
 - **14.3.** Furnish and install 3 new cast aluminum roof drain strainers to replace existing strainers.
 - 14.4. Grind and remove existing mortar and caulk from 60+- existing stone coping joints on the north side parapet. Furnish and install (1/2"-3/4" +- wide x 24" +- long at each joint) new backer rod and caulk sealant in each joint. This work includes covered walk-thru scaffold protection for the pedestrian sidewalk areas. NOTE: This coping joint work is limited to top and roof side only and not the face.
- 15. DHHR 350 Capitol Street, 7th floor roof, Charleston, WV.
 - **15.1** Prepare brick surface to install new EPDM membrane.
 - 15.2 Furnish and install new 60 mil EPDM membrane covering parapet walls on the north and east (3'x246' +-) side of roof and west (2'x103' +-) sides of roof; lap splice 3" below existing termination bar and stop below stone coping.
 - 15.3 Furnish and install 590feet +- new .032" finished aluminum surface mounted 6" wide counter flashing on the north and east side parapets and all other vertical walls; secured with washered painted type masonry fasteners and sealant at top of flashing.

Roof Repair and Weatherproofing

- Furnish and install pressure sensitive EPDM flashing to overlay existing T-joints and corner flashing and field patches; total of all 85+- overlay items at 12"x12" +- each. Strip-in 100feet +- of lap splice with 6" pressure sensitive flashing.
- 15.5 Furnish and install 6 new cast aluminum roof drain strainers to replace existing strainers.
- 15.6 Re-secure with stainless rivets and reseal 5 gutter joints with caulk sealant.
- 15.7 Furnish and install 22+- new 16 gauge galvanized gutter hangers on 2feet centers and fasten with washered fasteners.
- 15.8 Grind and remove existing mortar and caulk from 178+- existing stone coping joints on the north and east parapet walls. Furnish and install (1/2"-3/4" +- wide x 2feet +- long at each joint) new backer rod and caulk sealant in each joint. This work includes covered walk-thru scaffold protection for the pedestrian sidewalk areas. NOTE: This coping joint work is limited to top and roof side only and nothing on the face.

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 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:

Vendor's Name: Boggs Rogeluc, Nr.	
Authorized Signature: Date:	01/14/2020
State of	90 11 15
County of Cabell , to-wit:	
Taken, subscribed, and sworn to before me this 4 day of	, 20 <u></u>
My Commission expires	100
AFFIX SEAL HERE NOTARY PUBLIC OFFICIAL SEAL JAMES D WASHINGTON State of West Virginia My Comm. Exp. March 16, 2021 Boggs Roofing Inc. 320 West 15 th St. Huntington, WV 25704	Purchasing Affidavit (Revised 01/19/2018)



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

STAT	E OF WEST VIRGINIA,
COU	NTY OF <u>Cabel</u> , TO-WIT:
I,	HANE ABOURE, after being first duly sworn, depose and state as follows:
1.	I am an employee of ROSFING, NC.; and, (Company Name)
2.	I do hereby attest that Bogs Rodfing, Nc. (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 al	bove statements are sworn to under the penalty of perjury.
	Printed Name:
	Signature:
	Title:
	Company Name: Ross Ross ING No.
	Date: 01/14/2020
Taken	, subscribed and sworn to before me this 14th day of January, 2020.
Ву Соі	mmission expires MarcH 16, 2021
(Seal)	NOTARY PUBLIC OFFICIAL SEAL JAMES D WASHINGTON State of West Virginia My Comm. Exp. March 16, 2021 Boggs Roofing Inc. 320 West 15 th St. Huntington, WV 25704 (Notary Public)
	320 West 15 St. Fundamental (Trotally Fundamental)

			BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Boggs Roofing, Inc.				
	Huntington		WV	as Principal, and Western Surety Company
of Sio	oux Falls	SD		organized and existing under the laws of the State of
SD	with its principal o	ffice in the City of	Sioux Falls	, as Surety, are held and firmly bound unto the State
of West Virginia,	as Obligee, in the p	enal sum of	5% of bid amount	(\$_5% of bid amount) for the payment of which,
well and truly to b	e made, we jointly a			dministrators, executors, successors and assigns.
The Cor	ndition of the above	e obligation is su	ich that whereas the F	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				
HHR20000000	02 - Roof Repair a	and Weatherpro	ofing	
(a) (b) attached hereto atthe agreement or full force and effective event, exceed the way impaired or waive notice of all WITNES	and shall furnish an reated by the accept ect. It is expressly to penal amount of the rety, for the value reaffected by any exing such extension.	e accepted and to yother bonds and tance of said bid, understood and and sobligation as had been soon of the time natures and seals	d insurance required by then this obligation sha greed that the liability derein stated. Ipulates and agrees that within which the Obligation of Principal and Surety	r into a contract in accordance with the bid or proposal the bid or proposal, and shall in all other respects perform II be null and void, otherwise this obligation shall remain in of the Surety for any and all claims hereunder shall, in no to the obligations of said Surety and its bond shall be in no igee may accept such bid, and said Surety does hereby the executed and sealed by a proper officer of Principal and to January
Principal Seal				Boggs Roofing, Inc. Name of Principal) SHINE DASHINE (Must be President, Vice President, or Duly Authorized Agent) Lie Prespen
				(Title)
Surety Seal				Western Surety Company (Name of Surety)
				(

Agency___ REQ.P.O#_

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joni Lynne Wilson, Khristine Dianne Mason, Kathy Marie Marcum, Vance Bunn, Jessica L C Adkins, Carla Jo Dobbins, Debra S Michalski, Maximilian Cadorette, Individually

of Bridgeport, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of August, 2019.

W E

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

- s

On this 30th day of August, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



T 1/ 1 31 . .

CERTIFICATE



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.