

EXHIBIT A  
**RFQ # ADJ200000029**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE EPDM ADHERED ROOFING SYSTEMS ON BUILDING 1703 (HEADQUARTERS) AND ON THE RETIRED RECORDS BUILDING (OLD FMS SHOP) AT THE CHARLESTON NATIONAL GUARD ARMORY COMPLEX 1703 COONSKIN DRIVE, CHARLESTON, WV 25311

**BID FORM**

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

BIDDERS COMPANY NAME: Harris Bros. Roofing Co.

VENDOR ADDRESS: 1533 Hansford St.  
Charleston, WV 25311

TELEPHONE: 304-343-5566

FAX NUMBER: 304-343-5568

E-MAIL ADDRESS: eric.harrisbrothers@outlook.com

WV CONTRACTOR'S LICENSE NO. WV 000232

RECEIVED  
2020 JUN -4 PM 1:02  
WV PURCHASING DIVISION

**CONTRACT COST: BID-ITEM NO.1-Purchase and installation to replace existing roof system of Building #1703 Charleston Armory Headquarters:**

SIX HUNDRED NINETY NINE THOUSAND ONE HUNDRED SEVEN DOLLARS  
(\$ 699,107.<sup>00</sup>) \*\*\* (Contract bid to be written in words and numbers.)

**BID ITEM NO. 2- Purchase and installation to replace existing roof system on Retired Records Building (Old FMS Shop):**

ONE HUNDRED SEVEN THOUSAND SIX HUNDRED DOLLARS  
(\$ 107,600.<sup>00</sup>) \*\*\* (Contract bid to be written in words and numbers.)

**CONTRACT OVERALL TOTAL COST: BID ITEM NO.1 plus BID ITEM NO. 2:**

EIGHT HUNDRED SIX THOUSAND — SEVEN HUNDRED SEVEN DOLLARS  
(\$ 806,707.<sup>00</sup>) \*\*\* (Contract bid to be written in words and numbers.)

UNIT PRICE BID ITEMS ARE LISTED BELOW. THIS PRICING IS REQUIRED ONLY IN CASE DAMAGE IS DISCOVERED AND NEEDS TO BE REPAIRED ONCE THE OLD ROOF SYSTEMS ARE REMOVED.

DECKING REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage):

TWELVE DOLLARS  
(\$ 12.<sup>00</sup> per sq/ft installed) \*\*\* (Unit cost to be written in words and numbers.)

WOOD BLOCKING REPAIR/REPLACEMENT, PRICE PER LINEAL FOOT INSTALLED (If needed to replace due to damage):

SIX DOLLARS  
(\$ 6.<sup>00</sup> per lineal/ft installed) \*\*\* (Unit cost to be written in words and numbers.)

MASONRY COATING APPLICATION, PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage, per specification Section 099653):

NINE DOLLARS  
(\$ 9.<sup>00</sup> per sq/ft installed) \*\*\* (Unit cost to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Eric Thngat DATE: 6-4-20

NAME: Eric Thngat  
(Please Print)

TITLE: VP



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: 724824

Doc Description: Charleston Armory Roof Replacement(s)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-07	2020-05-27 13:30:00	CRFQ 0603 ADJ2000000029	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:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0365966

DATE 6-4-20

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete the removal and proper disposal of the current roof, and the installation of a new EPDM membrane Fully Adhered Roofing System, for both the Retired Records Building (Old FMS Shop) and Building 1703 (Headquarters) at the Charleston National Guard Armory Complex, in Charleston, WV, per the attached specifications.

\*\*\*\*\*  
 PLEASE NOTE: Mandatory pre-bid meeting will be held on May 15, 2020 at 10:30 am at the WV Army National Guard-Construction & Facilities Management Office 1707 Coonskin Drive, Charleston, WV 25311. See General Construction Specifications for additional information regarding the Pre-Bid meeting.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311-1085
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roof Replacement Building 1703-Headquarters				\$ 699,107. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :  
 Contract Item # 1- Building 1703 Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311-1085
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Roof Replacement Retired Records Building(old FMS Shop)				\$ 107,600. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
72152601			

Extended Description :  
 Contract Item # 2- Retired Records Building (Old FMS Shop) Labor, materials and all associated costs to remove and dispose of old roof, and to install a new EPDM roofing system or equal.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory pre-bid meeting at 10:30 am	2020-05-15
2	Technical questions due by 3:00 pm	2020-05-20

<b>ADJ200000029</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Charleston Armory Roof Replacement(s)	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV Army National Guard-Construction & Facilities Management Office  
1707 Coonskin Drive, Charleston, WV 25311

May 15, 2020 at 10:30am

See General Construction Specifications for additional information  
regarding the Pre-Bid Meeting.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

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 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: (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: Harris Bros. Roofing Co.

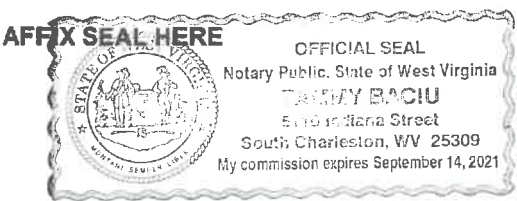
Authorized Signature: [Signature] Date: 6-4-20

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 4th day of June, 2020

My Commission expires September 14, 2021.



NOTARY PUBLIC Tammy Baciu



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

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

I, Eric Ihnat, after being first duly sworn, depose and state as follows:

1. I am an employee of Harris Brothers; and,  
(Company Name)
2. I do hereby attest that Harris Brothers  
(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**.

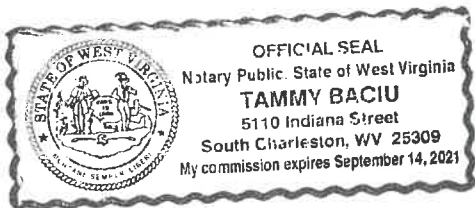
The above statements are sworn to under the penalty of perjury.

Printed Name: Eric Ihnat  
 Signature: [Handwritten Signature]  
 Title: VP  
 Company Name: Harris Brothers  
 Date: 6-4-20

Taken, subscribed and sworn to before me this 4<sup>th</sup> day of June, 2020.

By Commission expires September 14, 2021

(Seal)



Tammy Baciu  
(Notary Public)



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Harris Brothers Roofing Company, Inc.  
of Charleston, WV, as Principal, and Travelers Casualty and Surety Company of America  
of Hartford, CT, a corporation organized and existing under the laws of the State of  
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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  
Gassaway Armory Roof Replacement - CRFQ 0603 ADJ2000000027 - According to Plans & Specifications

**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 Obligee 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 28th day of May, 2020.

Principal Seal

Harris Brothers Roofing Company, Inc.  
(Name of Principal)

By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

VP  
(Title)

Surety Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

By: [Signature]  
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

**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.**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gregory T Gordon, Patricia A Moye, and Kimberly J Wilkinson of Charleston, West Virginia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



  
Anna P. Nowik, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **May**, **2020**




  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**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.

Eric Ihnat VP  
(Name, Title)  
Eric Ihnat VP  
(Printed Name and Title)  
1533 Hansford St. Ches. WV 25311  
(Address)  
304-343-5566 304-343-5568  
(Phone Number) / (Fax Number)  
eric.harrisbrothers@outlook.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.

Harris Bros. Roofing Co.  
(Company)  
 Eric Ihnat VP  
(Authorized Signature) (Representative Name, Title)  
Eric Ihnat VP  
(Printed Name and Title of Authorized Representative)  
6-4-20  
(Date)  
304-343-5566 304-343-5568  
(Phone Number) (Fax Number)

**Subcontractor List Submission (Construction Contracts Only)**

Bidder's Name: Aggris Bros. Roofing Co.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

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

Attach additional pages if necessary

**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: Harris Bros. Roofing Co.  
Contractor's License No.: WV- 000 232

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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ20000000029**

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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

Harris Bros. Roofing Co.  
Company

Jay Holcomb  
Authorized Signature

6-3-20  
Date

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