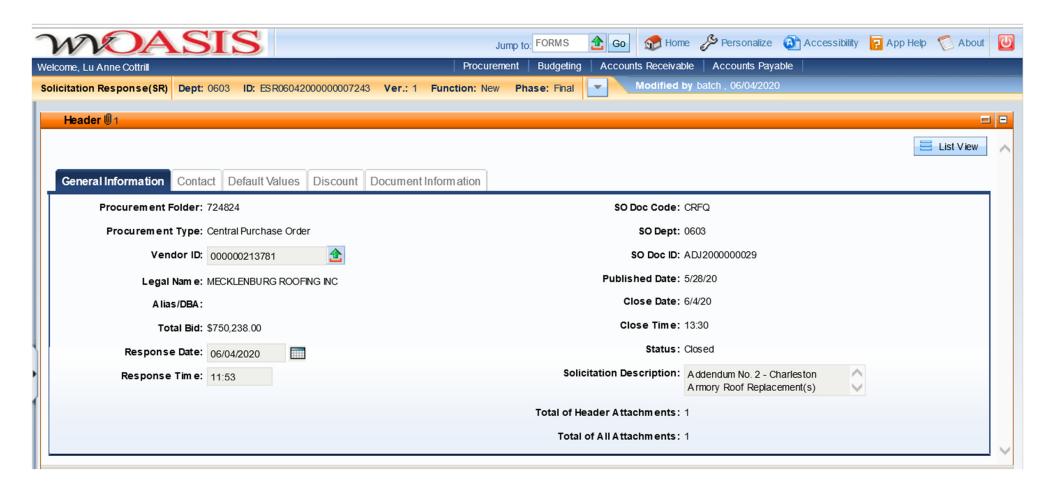
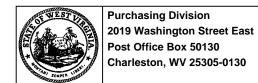


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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: 724824

Solicitation Description: Addendum No. 2 - Charleston Armory Roof Replacement(s)

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-04 13:30:00	SR 0603 ESR0604200000007243	1

VENDOR

000000213781

MECKLENBURG ROOFING INC

Solicitation Number: CRFQ 0603 ADJ2000000029

Total Bid: \$750,238.00 **Response Date:** 2020-06-04 **Response Time:** 11:53:58

Comments:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle (304) 558-2544 tara.l.lyle@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	Roof Replacement Building			\$657,119.00
	1703-Headquarters			

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Roof Replacement Retired Records Building(old FMS Shop)				\$93,119.00

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.



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: 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:

Mecklenburg Roofing & Sheet Metal Co. of WV, LLC 493 28th Street Dunbar, WV 25064 704-329-0695

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN# 46

46-3257512

DATE June 4, 2020

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

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	STATE FINANCE	
ADJUTANT GENERALS	OFFICE	ADJUTANT GENERALS OFFIC	CE .
1707 COONSKIN DR		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				

Comm Code	Manufacturer	Specification	Model #	
72152601				
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	STATE FINANCE	
ADJUTANT GENERALS	OFFICE	ADJUTANT GENERALS OFF	ICE
1707 COONSKIN DR		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)				

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

<u>Line</u>	<u>Event</u>	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

	Document Phase	Document Description	Page 3
ADJ2000000029	Draft	Charleston Armory Roof Replacement(s)	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: Mecklenburg Roofing & Sheet Metal Co. of WV, LLC
VENDOR ADDRESS:	493 28th Street
	Dunbar, WV 25064
TELEPHONE:	_704-329-0695
FAX NUMBER:	704-329-0697
E-MAIL ADDRESS:	myron@mecklenburgroofing.com
WV CONTRACTOR'S LICENSE NO.	
CONTRACT COST Building #1703 Charle	: BID-ITEM NO.1-Purchase and installation to replace existing roof system of eston Armory Headquarters:
Six hundred fifty ser	ven thousand one hundred nineteen dollars and no cents
(\$_657,119.00) *** (Contract bid to be written in words and numbers.)
BID ITEM NO. 2- Purc Building (Old FMS Sh	hase and installation to replace existing roof system on Retired Records op):
Ninety three thousa	and one hundred nineteen dollars and no cents
(\$ 93,119.00) *** (Contract bid to be written in words and numbers.)
CONTRACT OVER	ALL TOTAL COST: BID ITEM NO.1 plus BID ITEM NO. 2:
Seven hundred fifty	thousand two hundred thirty eight dollars and no cents
750,238.00	, \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

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):
Twenty dollars and no cents
(\$ 20.00 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):
Four dollars and fifty cents
(\$_4.50per 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): Eight dollars and no cents
(\$ 8.00per sq/ft installed) *** (Unit cost to be written in words and numbers.)
Failure to use this bid form may result in bid disqualification. SIGNATURE: DATE:
TITLE: President

Contract Administrator and the initial point of contact for matters relating to this Contract.
(Name, Title)
W. Myron Ray, President
(Printed Name and Title)
493 28th Street Dunbar, WV 25064
(Address)
704-329-0695 / 704-329-0697
(Phone Number) / (Fax Number)
myron@mecklenburgroofng.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.
Mecklenburg Roofing & Sheet Metal Co. of WV LLC
(Company)
W. SATON TO HELSTDENT
(Authorized Signature) (Representative Name, Title)
W. Myron Ray, President
(Printed Name and Title of Authorized Representative)
June 4, 2020
(Date)
704-329-0695 / 704-329-0697

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION CRFQ ADJ200000029 - Roof Replacement(s) Charleston National Guard Armory Complex

- **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.

Contract Manager: Myron Ray	
Telephone Number:	
Fax Number:	
Email Address: myron@mecklenburgroofing.com	

a. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



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

STATE OF WEST VIRGINIA, North Carolina

COUNTY OF Mecklenburg , TO-WIT:

I, <u>w</u>	/. Myron Ray	, after being first duly sworn, depose and state as follows:
1.	I am an employee of	Mecklenburg Roofing & Sheet Metal Co. of WV and,
2.	I do hereby attest tha	(Company Name) It <u>Mecklenburg Roofing & Sheet Metal Co. of W</u> V
	•	(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 swo	orn to under the penalty of perjury.
	Printed Name: W. Myron Ray Signature: Title: President Company Name: Mecklenburg Roofing & Sheet Metal Co. of WV
	Date: June 4, 2020
By Commission expires May 1 (Seal) (no before me this 4th day of June , 2020. 10, 2025 (Notary Public) Debbie M. Taylor Rev. July 7, 2017

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: Mecklenburg Roofing & Sheet N	Metal Co. of WV LLC		
Authorized Signature:	Date	: <u>June 4, 2020</u>	
State of North Carolina	,		
County of Mecklenburg to-wit:			
Taken, subscribed, and sworn to before me this $\underline{4}$	th day of June	, 20 <u>20</u>	
My Communication May 10	, 20 <u>25</u> .	T. F.	1
ARTIX SEAL HERE	NOTARY PUBLIC	libie M	Dayon
1 \ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\		Purchasing Affidavit	(Revised 01/19/2018)

Agency Division of Engineering & Facilities REQ.P.O#_ADJ200000029

Bond # BND1008068-00

BID BOND

exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of sald 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 4th day of June, 20 20		NINOV	ATT MEN BA			Mecklenburg Roofing & Sheet Metal Co. of WV LL(
New York with its principal office in the City of Atlanta, GA as Surely, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Fifty Five Thousand and No/100 (\$ 55,000.00) 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 bild or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Charleston Armory Roof Replacement 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 4th day of June 20.20. Principal Corporate Seal Mecklenburg, Roofing & Sfeet Metal Co. of WV LLC Washes President or Vice Registering Company. Attempting Company (Name of Surety)	Comp					
of West Virginia, as Obliges, in the penal sum offifty Fire Throusand and No/100 (\$_55,000.00) 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 bild or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Charleston Armory Roof Replacement 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 mull 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 hereinshall, 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Atth. day of					_, a corporation or	ganized and existing under the laws of the State of
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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 Charleston Armory Roof Replacement NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be rejected, or (d) 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 rull 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this Alth_day ofJune	or vve	st Virginia	a, as Obligee, ir	the penal sum of Fifty Five The	ousand and No/100	(\$ 55,000.00) for the payment of which,
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Charleston Armory Roof Replacement NOW THEREFORE, (a) If said bid shall be rejected, or (b) 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 bioligation 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this	well at	nd truly to	be made, we j	jointly and severally bind ourselv	es, our heirs, adm	inistrators, executors, successors and assigns.
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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 and all c	Donad	tracet of	ondition of the a	above obligation is such that wh	ereas the Principal	has submitted to the Purchasing Section of the
NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) 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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 4th day of June 2020 Principal Corporate Seal Mecklenburg Roofing & Spect Metal Co. of WV LLC (Name of Frincipal) By (Must be President or Vice Registent) (Name of Frincipal) Fair American Insurance and Reinsurance Company (Name of Surety)	Cha	deston /	Armon, Roof	a certain bid or proposal, attache Penlacement	d hereto and made	a part hereof, to enter into a contract in writing for
(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. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 4th day of June 20 20. Principal Corporate Seal Mecklenburg, Roofing & Steet Metal Co) of WV LLC By (Must be President) We Resident Corporate Seal Fair American Insurance and Reinsurance Company (Name of Surety)	Ond	incator, /	Allioly Root	Replacement		
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Vice President) (Title) Fair American Insurance and Reinsurance Company (Name of Surety) Attorney-in-Fact					E	3y_ \ \ -\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
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(Name of Surety) Attorney-in-Fact	-0					(Title)
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Dovid D Deet	1	3000			-	Attorney-in-Fact
	MPORT	ANT -S	wrety execution	a bonds must be licensed in	Noot \Azzlete 4- 4-	Dould'D Death

IMPORTANY - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY One Liberty Plaza, 165 Broadway, New York, NY 10006 POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas Berrett Miller of Jacksonville, Florida EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surely, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 7th day of January 2020.

By:

Christopher O'Gwen, Senior Vice President

By:

Suzanne A. Spantidos, Senior Vice President

STATE of NEW YORK

On January 07, 2020 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American insurance and Reinsurance Company, and that their signatures and the seals of Fair American insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 4th day of June 2020

Christopher O'Gwen, Senior Vice President

No 4207 Company 2013 Bond # BND1008068-00

WITNESS my hand and official seal.

Fair American Insurance and Reinsurance Company 165 Broadway, New York, NY 10006

NAIC Company Code: 35157 NAIC Group Code: 0501

Statutory Financial Statement Summary As of December 31, 2019

Assets	
Bonds:	\$ 208,854,068
Stocks:	\$ •:
Cash & Short-term investments:	\$ 6,176,010
Receivable for Securities:	\$ 47,719
Investment Income Due & Accrued:	\$ 1,392,538
Uncollected Premium & Agents Balances in Course of Collection:	\$ 500,791
Amounts Recoverable from Reinsurers:	\$ *
Other Assets:	
Current Federal & Foreign Income Tax Recoverable:	\$ <u>\$</u>
Net deferred tax asset	\$ 177,544
Receivables from Parent, subsidiaries and affiliates:	\$ -
Aggregate Write-ins for other than invested assets:	\$ 8,090,052
Total NET Admitted Assets:	\$ 225,238,722
<u>Liabilities</u>	
Reserves for:	
a) Losses & LAE:	\$ 8,426,331
b) Unearned Premiums:	\$ 1,767,753
c) Commission payble	\$ 177,393
d) Tax, Licenses & Fees:	\$ 2,429,371
Reinsurance Payables:	\$
Aggregate Write-ins for liabilities:	\$ 1,889,497
Other Liabilities:	\$ 4,028,691
Total Liabilities:	\$ 18,719,036
Policyholder Surplus	
Common Stock:	\$ 5,000,000
Gross Paid-in & Contributed Surplus:	\$ 88,227,719
Jnassigned funds:	\$ 113,291,967
Aggregate Write-ins for other than special surplus funds	\$ 390
otal Policyholder Surplus	\$ 206,519,686
Total Liabilities & Policyholder Surplus	\$ 225,238,722

CERTIFICATION:

I, Matthew D. Mahoney, Executive Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019 as reflected by its books and records and as reported in its statement on file with the insurance Department of the State of New York.

NOTARIZED:

Matthew D. Mahoney, EVP and Chief Financial Officer

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

Outlified in New York County

Commission Expires June4.

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identif	ication:			
Contract Numbe	CDEO AD IONNONNO			
Contract Purpose	Roofing Replacement			
•	ting Work: State of West Virginia			
	t Content: The attached report must include e ch box as an indication that the required information			
	on indicating the education and training service was provided;	to the requirements of West Virginia Code §		
	the laboratory certified by the United States Dep r that performs the drug tests;	partment of Health and Human Services or its		
	number of employees in connection with the co	nstruction on the public improvement;		
negative t	Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.			
Vendor Contact	Information:			
Vendor Name:	Mecklenburg Roofing & Sheet Metal Co.	Vendor Telephone: 704-329-0695		
Vendor Address:	493 28sth Street	Vendor Fax: _704-329-0697		
	Dunbar, WV 25064	Vendor E-Mail: <u>myron@mecklenburgroofing.com</u>		

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ200000000029

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.

Check the bo	ox next to each addendum	n received	l)	
[x]	Addendum No. 1	[]	Addendum No. 6
[x]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
ſ 1	Addendum No. 5	ſ	1	Addendum No. 10

Addendum Numbers Received:

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.

Mecklenburg Roofing & Sheet Metal Co. of WV, LLC
Company
Authorized Signature

June 4, 2020
Date

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Mecklenburg Roofing & Sheet Metal Co. of WV					
project.	orm 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.				
DSO_Mechanical	050370				

Attach additional pages if necessary