



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: 567314

Doc Description: REMOVE/REPLACE WASH BAY WALL (10190390)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-12	2019-09-19 13:30:00	CRFQ 0803 DOT2000000020	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:

RECEIVED

2019 SEP 24 PM 1:00

WV PURCHASING  
DIVISION

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN #

81-5068730

DATE

9.18.19

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A ONE-TIME CONTRACT FOR THE REMOVAL AND REPLACEMENT OF THE WASH BAY WALL AT THE WV DOH MERCER COUNTY HEADQUARTERS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US	DIVISION OF HIGHWAYS MERCER COUNTY HEADQUARTERS NEW HOPE RD PRINCETON WV 24740 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REMOVAL AND REPLACEMENT OF WASH BAY WALL	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72141510			

**Extended Description :**

REMOVAL AND REPLACEMENT OF WASH BAY WALL

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-04
2	VENDOR QUESTION DEADLINE	2019-09-09



## 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:

Date and Time: September 4, 2019 at 11:00 AM EST

Location:

West Virginia Division of Highways  
454 New Hope Road  
Princeton, WV 24740 304-425-2782

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 9, 2019 at 10:00 AM EST**

Submit Questions to: **Crystal Hustead**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Crystal.G.Hustead@wv.gov**

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

**BUYER:** Crystal Hustead

**SOLICITATION NO.:** CRFQ DOT2000000020

**BID OPENING DATE:** September 19, 2019

**BID OPENING TIME:** 1:30 PM EST

**FAX NUMBER:** 304-558-3970



The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

☐ Technical

☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** September 19, 2019 at 1:30 PM EST

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the



Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ ninety (90) calendar \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.



**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 a 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.

☒ **BID 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 prior to Contract award, in a form acceptable to the Purchasing Division.

☒ Valid West Virginia Contractor's License

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$100,000-See Below per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ **\*\*\*STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ **\*\*\*CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
**STATE OF WV**  
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.



## **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: B+H Services Deals R US LLC DBA  
Contractor's License No.: WV- 056735

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.



**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

## **7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:**

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**



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

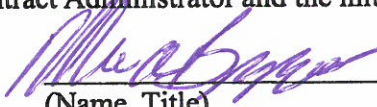
**Bidder's Name:** \_\_\_\_\_

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

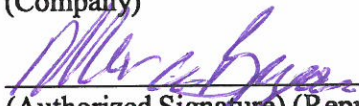
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**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.

 Member  
(Name, Title)  
Nemo A. Baggess / Member  
(Printed Name and Title)  
1495 Spicewood Rd Kenna WV 25248  
(Address)  
304.545.1782 / 304.988.3278  
(Phone Number) / (Fax Number)  
bandhservices1495@yahoo.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.

B+H Services Deals RUS LLC DBA  
(Company)  
 Nemo A Baggess / Member  
(Authorized Signature) (Representative Name, Title)  
Nemo A Baggess Member  
(Printed Name and Title of Authorized Representative)  
9.18.19  
(Date)  
304.545.1782 / 304.988.3278  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2000000020**

**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 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.

B+H Services Deals R US LLC DBA  
Company

  
Authorized Signature

9.18.19  
Date

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

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000020**  
**Mercer County Wash bay wall Demolition and Reconstruction (10-19-0390)**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways Mercer County Headquarters located at 454 New Hope Road Princeton, WV 24740 to establish a contract for the following:

**MERCER COUNTY WASH BAY WALL TO BE DEMOLISHED AND RECONSTRUCTED**

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.

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 Demolition and Reconstruction of all articles located on the wash bay cinder block wall at Mercer County Headquarters in the 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.

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 one (1) project that involved work similar to that



## REQUEST FOR QUOTATION

CRFQ DOT2000000020

Mercer County Wash bay wall Demolition and Reconstruction (10-19-0390)

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described in these specifications or the projects that involved work similar to that described in these specifications of 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.

4.2. The awarded contractor must have at least two (2) years' experience in general construction work in similar conditions as the described in section 9 Project Plans.

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.  
  
**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.

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000020**  
**Mercer County Wash bay wall Demolition and Reconstruction (10-19-0390)**

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- ☐ **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 eight (8) hours per day for ninety (90) calendar days Monday – Friday 8AM to 5PM 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:  
Disposing of all demolition materials and any extra materials brought on the Facility location where work is to be done.
- 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.

## REQUEST FOR QUOTATION

CRFQ DOT2000000020

Mercer County Wash bay wall Demolition and Reconstruction (10-19-0390)

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**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.

Contract Manager: Nemo A Baggess

Telephone Number: 304.545.1782

Fax Number: 304.988.3278

Email Address: bandhservices1495@ynhoo.com



**REQUEST FOR QUOTATION  
CRFQ DOT2000000020  
Mercer County Wash bay wall Demolition and Reconstruction (10-19-0390)**

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**EXHIBIT A – Pricing Page**

**EXHIBIT A**  
**CRFQ DOT2000000020**  
**Price Sheet**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE  
REMOVAL AND REPLACEMENT OF WASH BAY WALL

WV DOH MERCER COUNTY HEADQUARTERS

The undersigned, hereafter called the Vendor, 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

VENDOR COMPANY NAME: B+H Services Deals RUS LLC DBA

VENDOR ADDRESS: 1495 Spicewood Rd  
Kenna WV 25248

TELEPHONE: 304.545.1782

FAX NUMBER: 304.988.3278

E-MAIL ADDRESS: bondh.services1495@yahoo.com

**CONTRACT TOTAL BID AMOUNT: COST:** REMOVAL AND REPLACEMENT OF WASH BAY  
WALL AT WV DOH MERCER COUNTY HEADQUARTERS

\$ 54,100.00

(\$ Fifty-Four thousand one hundred dollars and <sup>00</sup>/<sub>100</sub>)  
(Contract bid to be written in words and numbers.)

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

SIGNATURE:  DATE: 9.18.19

NAME: Nemo A Bogges  
(Please Print)

TITLE: Member

**REQUEST FOR QUOTATION  
CRFQ DOT2000000020  
Mercer County Wash bay wall Demolition and Reconstruction (10-19-0390)**

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**EXHIBIT B – PROJECT PLANS**

- 1.1 The awarded low bid contractor must provide all materials and articles as needed for demolition and reconstruct the damaged wall of the wash bay back to its original appearance and structure.
- 1.2 Demolition of the front wall wash bay at Mercer Co. Exhibit C shows dimensions and location of items to be removed and replaced.
- 1.3 The cinder blocks are filled with rebar and grout. The removal and cleanup of all materials will be the responsibility of the contractor.
- 1.4 Wash Bay wall consists of 12-inch cinder blocks filled with grout and #5 rebar, 16 feet wide by 14 feet high rollup garage door with opener and a steel beam that is used as the header over the garage door.
- 1.5 The vinyl siding and wooden truss directly above the cinder block should not have to be removed to complete the services, however that will be determined at the pre-bid meeting.
- 1.6 See attachments 1,2,3,4,5 and 6 of pictures showing existing damage and articles to be removed and reinstalled.
- 1.7 See Exhibit C showing wall length and height along with visible damage of demolition to be removed and reconstructed to its original design. The inside of the newly constructed wall must be painted with white epoxy paint to seal the wall from moisture.



Exhibit C

**Mercer County  
Wash Bay**

**Vinyl Siding**

**12" Steel Beam 20' weight estimated  
at 1060 LB**

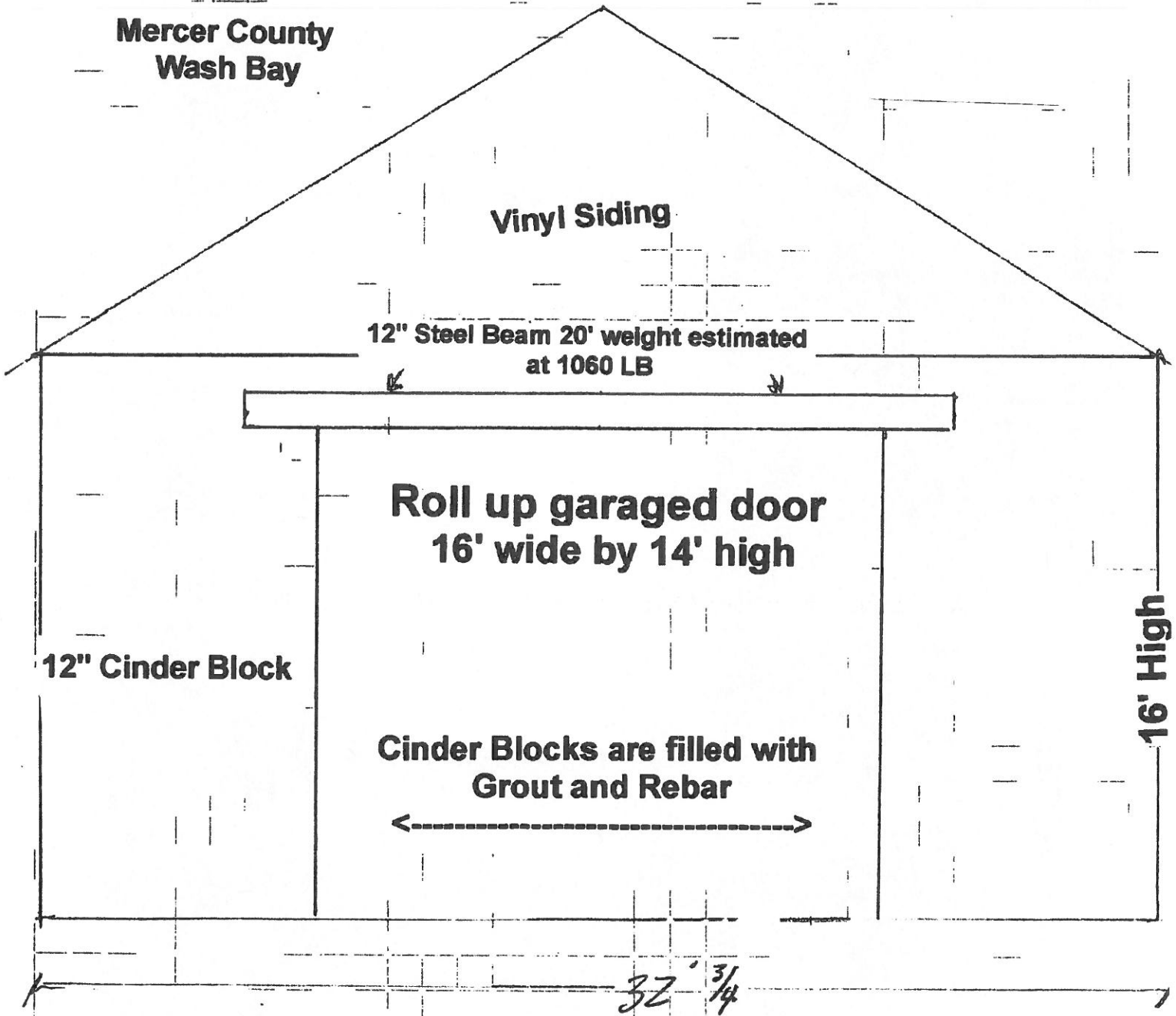
**Roll up garaged door  
16' wide by 14' high**

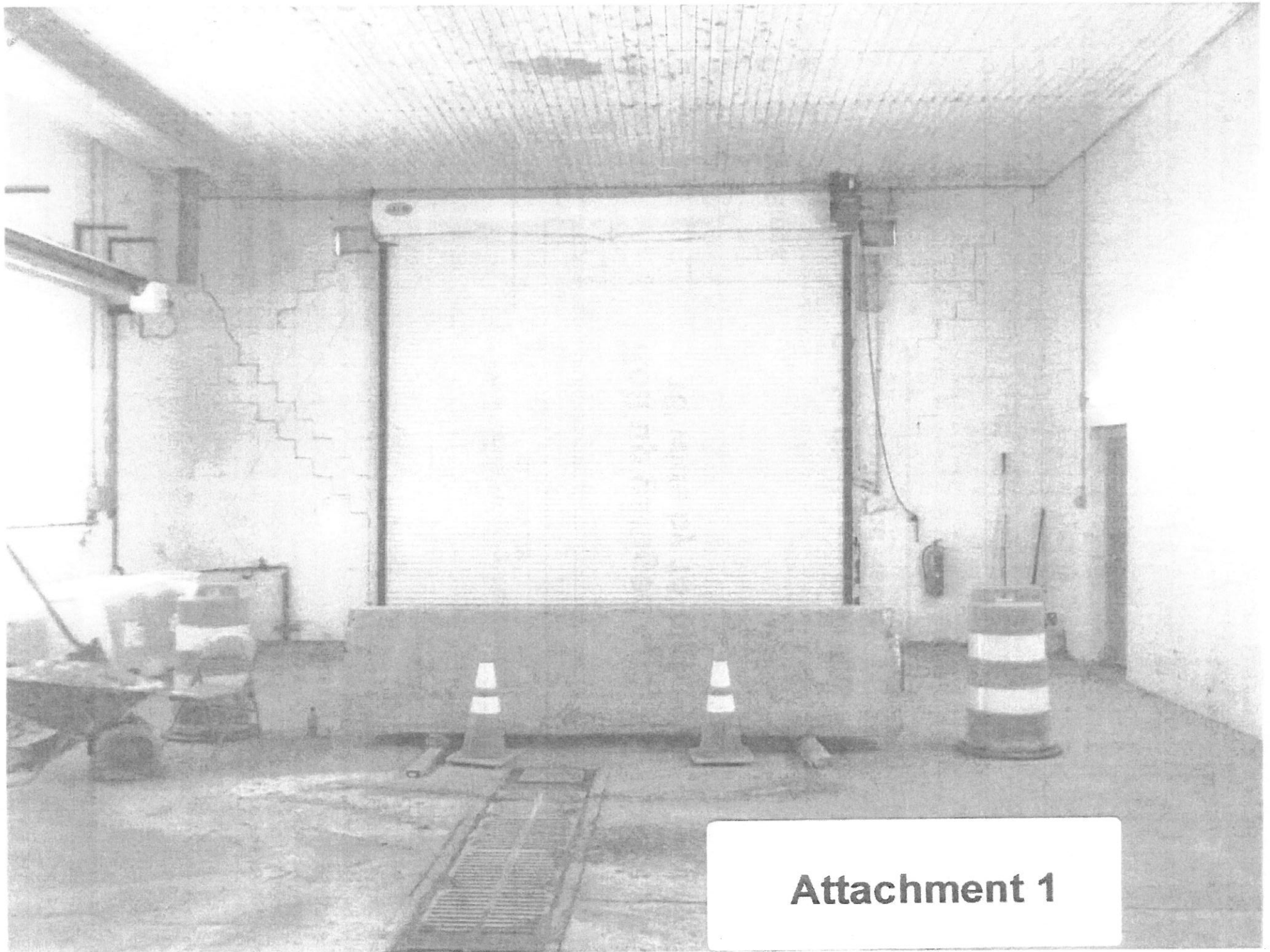
**12" Cinder Block**

**Cinder Blocks are filled with  
Grout and Rebar**

**16' High**

**32'  $\frac{3}{4}$**





**Attachment 1**

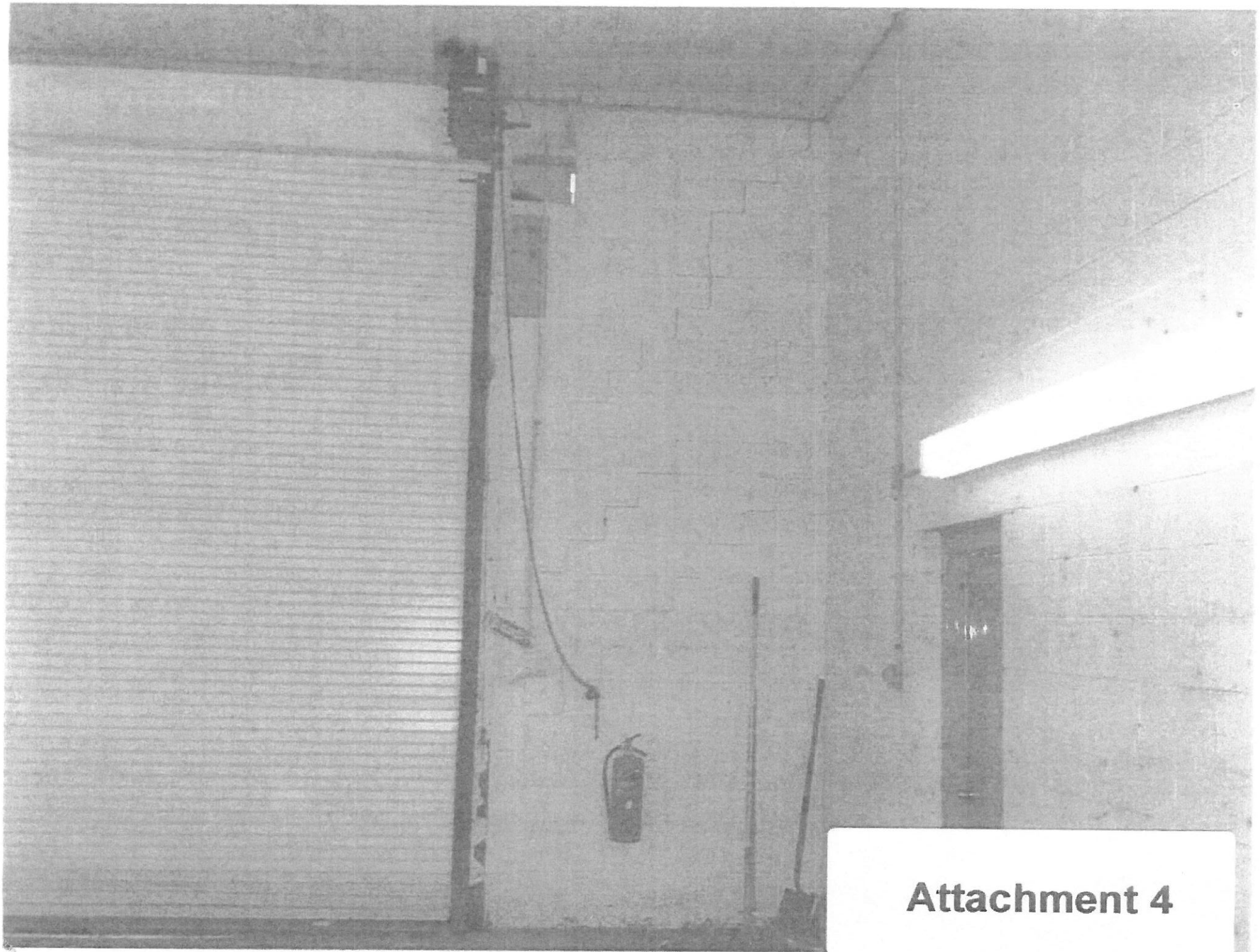


**Attachment 2**

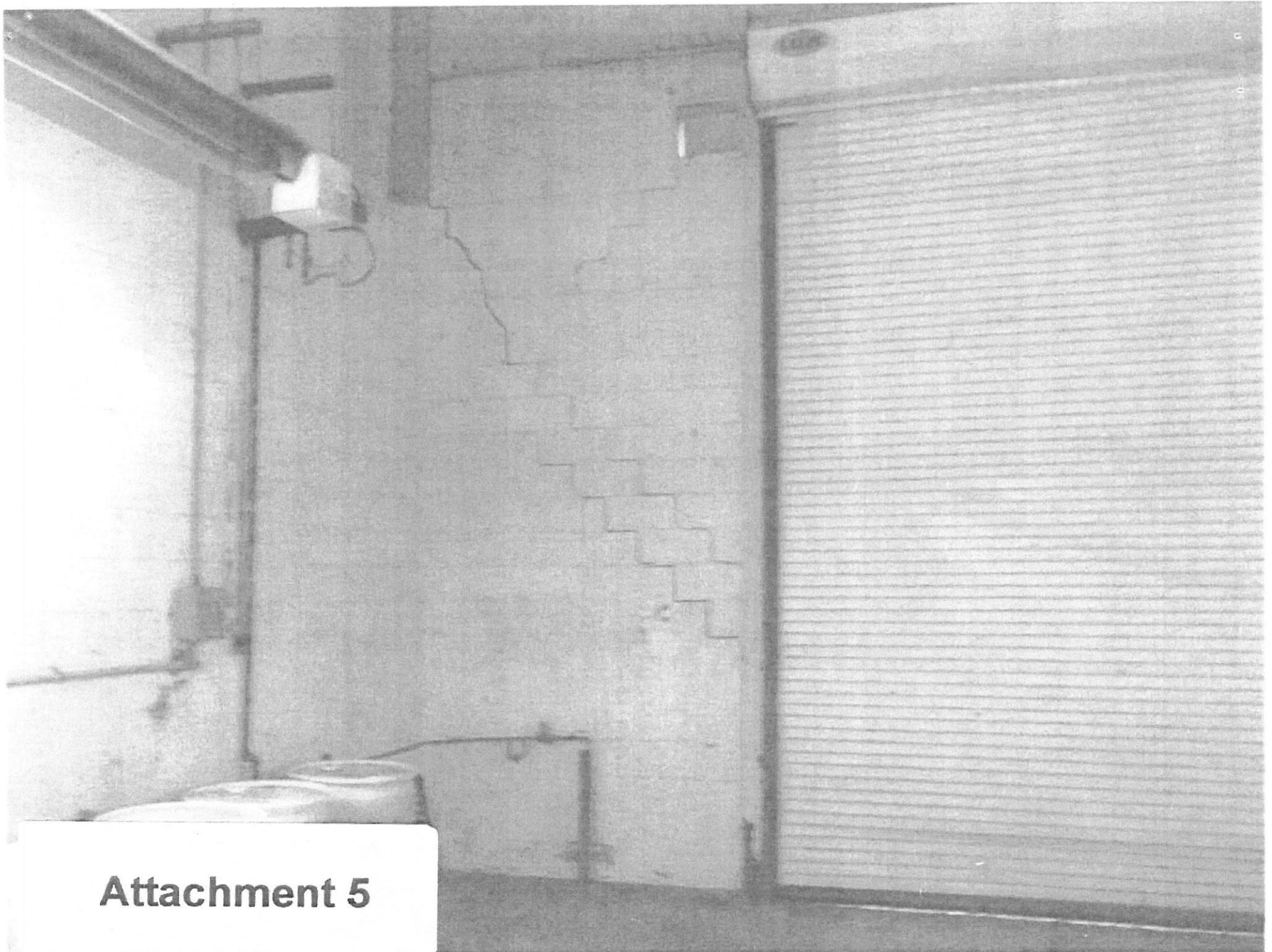




**Attachment 3**



**Attachment 4**



**Attachment 5**





**Attachment 6**

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: B\*H Services Address: 1495 Spicewood Road  
Kenna WV 25248

Name of Authorized Agent: Nemo A Boggess Address: 1495 Spicewood Road

Contract Number: 2000000020 Contract Description: Removal/Replace Wash Bay  
Wall

Governmental agency awarding contract: State of WV Purchasing Division

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

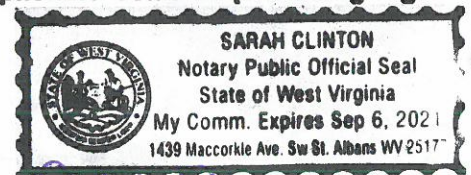
☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☒ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.



Signature: [Handwritten Signature]

Date Signed: 9-18-19

**Notary Verification**

State of West Virginia, County of Jackson:

I, Sarah Clinton, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18<sup>th</sup> day of Sept, 2019.

[Handwritten Signature]  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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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.

**Instructions:** 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 Identification:**Contract Number: 2000000020Contract Purpose: Removal / Replace Wash Bay WallAgency Requesting Work: State of WV Purchasing Division

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ 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: Nemo A BurgessVendor Address: 1495 Spicewood Rd  
Kenna WV 25248Vendor Telephone: 304.545.1782Vendor Fax: 304.988.3278Vendor E-Mail: bardhservices1495@yahoo  
.com

## **SUBSTANCE ABUSE POLICY**

It is the policy of B&H Services to maintain a work place that is free from the effects of drug and alcohol abuse.

Employees are prohibited from the use, sale, dispensing, distribution, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on company premises or work sites. In addition, employees are prohibited from the off-premises use of alcohol and possession, use or sale of illegal drugs when such activities adversely affect job performance, job safety, or the company's reputation in the community.

Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Such violations include, but are not limited to, possessing illegal or non-prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of such substances while working, using them while working; or dispensing, distributing, or illegally manufacturing or selling them on company premises and work sites.

Employees may be required to take a test at any time to determine the presence of drugs, narcotics, or alcohol, unless law prohibits such tests. This includes Pre-employment, Random, Cause and if necessary DOT testing. Testing positive for illegal drugs or alcohol is a violation of this policy.

Project Managers should report immediately to the Human Resources Department any action by an employee who demonstrates an unusual behavior pattern. The Human Resources Department will determine whether the employee should be examined by a physician or clinic and/or tested for drugs and alcohol. Employees believed to be under the influence of drugs, narcotics, or alcohol will be required to leave the premises.

Any employees who use legal drugs or narcotics during work, and have any reason to expect such use may affect their ability to perform their work, must report this fact to the Human Resources Department. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

Employees who are experiencing work-related or personal problems resulting from drug, narcotic, or alcohol abuse or dependency may request, or be required to seek counseling help. Company required counseling shall be kept confidential and shall not have any influence on performance appraisals. Job performance alone, not the fact that an employee seeks counseling, is to be the basis of all performance appraisals.

An employee who is abusing drugs or alcohol may be granted a leave of absence to undertake rehabilitation treatment. The employees will not be permitted to return to work until certification is presented to the Human Resources Department that the employee is capable of performing his or her job. Failure to cooperate with an agree-upon treatment plan may result in discipline, up to and including termination. Participation in a treatment program does not insulate an employee from the imposition of discipline for violations of this or other company policies.



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

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

I, Nemo A Baggess, after being first duly sworn, depose and state as follows:

1. I am an employee of B+H Services; and,  
(Company Name)
2. I do hereby attest that B+H Services  
(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.

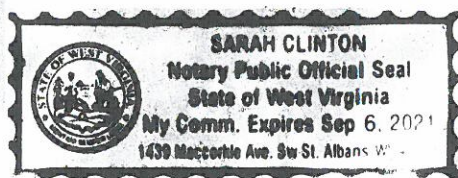
Printed Name: Nemo A Baggess  
Signature: [Signature]  
Title: Member  
Company Name: B+H Services  
Date: 9.17.19

Taken, subscribed and sworn to before me this 23<sup>rd</sup> day of September, 2019.

By Commission expires Sept 6, 2021

(Seal)

[Signature]  
(Notary Public)





# BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
(B) Request for Quotation Number (upper right corner of page #1)  
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)  
(D) City, Location of your Company  
(E) State, Location of your Company  
(F) Surety Corporate Name  
(G) City, Location of Surety  
(H) State, Location of Surety  
(I) State of Surety Incorporation  
(J) City of Surety's Principal Office  
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.  
(L) Amount of bond in numbers  
(M) Brief Description of scope of work  
(N) Day of the month  
(O) Month  
(P) Year  
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)  
(R) Seal of Principal  
(S) Signature of President, Vice President, or Authorized Agent  
(T) Title of Person Signing for Principal  
(U) Seal of Surety  
(V) Name of Surety  
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**Bid Bond**  
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
(C) \_\_\_\_\_ of (D) \_\_\_\_\_ (E) \_\_\_\_\_  
as Principal, and (F) \_\_\_\_\_ of (G) \_\_\_\_\_  
(H) \_\_\_\_\_, a corporation organized and existing under the laws  
of the State of (I) \_\_\_\_\_ with its principal office in the City of  
(J) \_\_\_\_\_, as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligor, in the penal sum of (K) \_\_\_\_\_  
(\$ (L) \_\_\_\_\_) 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 \_\_\_\_\_

(M) \_\_\_\_\_

## 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 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 time within which the Obligor 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, the (N) \_\_\_\_\_ day of (O) \_\_\_\_\_, 20 (P) \_\_\_\_\_.

Principal Seal

(Q) \_\_\_\_\_  
(Name of Principal)

(R)

By (S) \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

(T) \_\_\_\_\_  
Title

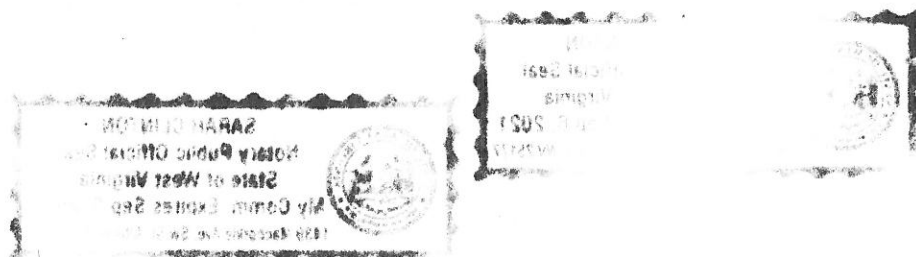
Surety Seal

(U)

(V) \_\_\_\_\_  
(Name of Surety)

(W) \_\_\_\_\_  
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.



**PHYSICAL EXAMS  
(NON-DOT)**

313 MacCorkle Ave SW Ste201  
South Charleston, WV 25303  
(304) 346-8213  
Fax (304) 346-8214

**Controlled Substance Test Result**

**Company: B and H Services**

**Donor: Nemo A Boggess**

**Employee ID# 234-25-9726**

**Date of Collection: 09/17/2019**

**Test Results:**

Negative: XX

Dilute:

Positive:

Invalid Results:

**Reporting Result: Angie Carrier**

**Date 09/18/19**

## CHAIN OF CUSTODY FORM



OTS - RTP  
LABCORP  
1904 ALEXANDER DRIVE  
RTP, NC 27709  
1100

SPECIMEN ID NO.

0395376715

LAB ACCESSION NO.

## STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address and I.D. No.

B. MRO Name, Address, Phone and Fax No.

PHYSICAL EXAMS INC.  
313 MACDONALD AVENUE SW W201

DAVIN HUNTER  
PHYSICAL EXAMS INC.

SOUTH CHARLESTON WV 25303  
304-344-8211  
FAX: 304-344-8214

313 MACDONALD AVENUE SW W201  
SOUTH CHARLESTON WV 25303  
304-344-8211 FAX: 304-344-8214

Location

304-344-8211

FAX: 304-344-8214

C. Donor SSN or Employee I.D. No.

234-25-9726

D. Reason for Test: ☐ Pre-Employment ☒ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Periodic ☐ Other

E. Collection Site Address:

Collector Phone No.

F. Donor Identification Verified By: ☒ Photo I.D. ☐ Employer Representative

Collector Fax No.

## STEP 2: TO BE COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100°F? ☒ Yes ☐ No, Enter Remark Below Split Specimen Collection ☐ Yes ☐ No

REMARKS:

STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).

STEP 4: TO BE COMPLETED BY COLLECTOR AND DONOR

G. Daytime Phone No. (304) 345 1752 Evening Phone No. ( )

Date of Birth / /

H. TEST(S) REQUESTED BY EMPLOYER:

1764130-BUP

1789939-10P

1793127-DOT LIKE

X 1789431-10+OPT4+OXY

1789486 - 10+NLC

1007237-10P

1769160-10+OXY+HUP

1714768-10+L 190MERS

1780762-10+OXY

1764365 - 10+OXY

I authorize the collection of this specimen for the purpose of a drug screen. I acknowledge that the specimen container(s) was/were sealed with tamper-proof seal(s) in my presence; and that the information provided on this form and on the label(s) affixed to the specimen container(s) is correct. I authorize the laboratory to release the results of the test to the company identified on this form or its designated agents.

Name: A. B. (PRINT) DONOR'S NAME (FIRST, MI, LAST)

SIGNATURE OF DONOR

MONTH DAY YEAR

## STEP 5: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified on this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

X Signature of Collector

10:41 AM  
Time of Collection

SPECIMEN BOTTLE(S) RELEASED TO:

(PRINT) Collector's Name (First, MI, Last)

11/11/11  
Date (Mo/Day/Yr.)

Name of Delivery Service Transferring Specimen to Lab

RECEIVED AT LAB:

X Signature of Accessioner

Primary Specimen  
Bottle Seal Intact

SPECIMEN BOTTLE(S) RELEASED TO:

(PRINT) Accessioner's Name (First, MI, Last)

Date (Mo/Day/Yr.)

☐ Yes  
☐ No, Enter Remark Below

FORM 590 SP BC (REVISED 02/2016)



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

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

I, Billy Slater, after being first duly sworn, depose and state as follows:

1. I am an employee of B+H Services; and,  
(Company Name)
2. I do hereby attest that B+H Services  
(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: Billy Slater  
Signature: Billy Slater  
Title: Employee  
Company Name: B+H Services  
Date: 9.17.19

Taken, subscribed and sworn to before me this 17<sup>th</sup> day of Sept, 2019.

By Commission expires Sept 6 2021

(Seal)

Sarah Clinton  
(Notary Public)





**PHYSICAL EXAMS  
(NON-DOT)**

313 MacCorkle Ave SW Ste201  
South Charleston, WV 25303  
(304) 346-8213  
Fax (304) 346-8214

**Controlled Substance Test Result**

**Company: B and H Services**

**Donor: Billy J Slater**

**Employee ID#** 

**Date of Collection: 09/17/2019**

**Test Results:**

Negative: XX

Dilute:

Positive:

Invalid Results:

**Reporting Result: Angie Carrier**

**Date 09/18/19**

## CHAIN OF CUSTODY FORM

QTS - RTP  
LABCORP  
1904 ALEXANDER DRIVE  
RTP, NC 27709  
3100

Customer Service: 800-833-3784



0398819315

SPECIMEN ID NO.

0398819315

LAB ACCESSION NO.

## STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address and I.D. No.

B. MRO Name, Address, Phone and Fax No.

PHYSICAL EXAMS INC  
313 MACCORKLE AVENUE SW #201  
SOUTH CHARLESTON WV 25303  
304-346-8213  
FAX: 304-346-8214

DAVIN HUMPHREY, M.D., M.P.H.  
PHYSICAL EXAMS INC  
313 MACCORKLE AVENUE SW #201  
SOUTH CHARLESTON WV 25303  
304-346-8213  
FAX: 304-346-8214

Location

C. Donor SSN or Employee I.D. No.

D. Reason for Test: ☒ Pre-Employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Periodic ☐ Other

E. Collection Site Address:

Collector Phone No.

F. Donor Identification Verified By: ☒ Photo I.D. ☐ Employer Representative

Collector Fax No.

## STEP 2: TO BE COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100°F? ☒ Yes ☐ No, Enter Remark Below Split Specimen Collection ☒ Yes ☐ No

REMARKS:

STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).

STEP 4: TO BE COMPLETED BY COLLECTOR AND DONOR

G. Daytime Phone No. Evening Phone No. ( )

Date of Birth 4 / 11 / 11

H. TEST(S) REQUESTED BY EMPLOYER:

☐ 1764130-BUP  
☐ 1789939-10P  
☐ 1793127-DOT LIKE  
☒ 1789431-10+DPI4+OXY  
☐ 1789486 - 10+NLC

☐ 1007237-UAL  
☐ 1769160-10+OXY+DUP  
☐ 1714766-D & L ISOMERS  
☐ 1720762-13+CVT  
☐ 1744365 - TRAMADOL

I authorize the collection of this specimen for the purpose of a drug screen. I acknowledge that the specimen container(s) was/were sealed with tamper-proof seal(s) in my presence; and that the information provided on this form and on the label(s) affixed to the specimen container(s) is correct. I authorize the laboratory to release the results of the test to the company identified on this form or its designated agents.

(PRINT) DONOR'S NAME (FIRST, MI, LAST)

SIGNATURE OF DONOR

MONTH DAY YEAR

## STEP 5: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified on this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

X 11/11/11  
Signature of Collector

Time of Collection

AM  
PM

SPECIMEN BOTTLE(S) RELEASED TO:

(PRINT) Collector's Name (First, MI, Last)

Date (Mo/Day/Yr.)

Name of Delivery Service Transferring Specimen to Lab

RECEIVED AT LAB:

X 11/11/11  
Signature of AccessionerPrimary Specimen  
Bottle Seal Intact

SPECIMEN BOTTLE(S) RELEASED TO:

☐ Yes☐ No, Enter Remark Below

(PRINT) Accessioner's Name (First, MI, Last)

Date (Mo/Day/Yr.)



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

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

I, Dustin Hinzman, after being first duly sworn, depose and state as follows:

1. I am an employee of B+H Services; and,  
(Company Name)
2. I do hereby attest that B+H Services  
(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.

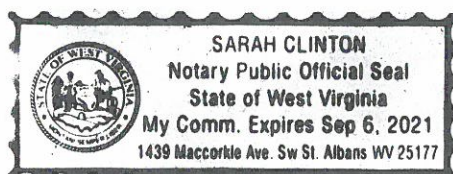
Printed Name: Dustin Hinzman  
Signature: [Signature]  
Title: Employee  
Company Name: B+H Services  
Date: 9.17.19

Taken, subscribed and sworn to before me this 17<sup>th</sup> day of Sept, 2019.

By Commission expires Sept 6 2021

(Seal)

[Signature]  
(Notary Public)



**PHYSICAL EXAMS  
(NON-DOT)**

313 MacCorkle Ave SW Ste201  
South Charleston, WV 25303  
(304) 346-8213  
Fax (304) 346-8214

**Controlled Substance Test Result**

**Company: B and H Services**

**Donor: Dustin M Hinzman**

**Employee ID#** [REDACTED]

**Date of Collection: 09/17/2019**

**Test Results:**

Negative: XX

Dilute:

Positive:

Invalid Results:

**Reporting Result: Angie Carrier**

**Date 09/18/19**



## CHAIN OF CUSTODY FORM

OTS - RTP  
LABCORP  
1904 ALEXANDER DRIVE  
RTP, NC 27709  
1100

Customer Service 800-533-3984



0398819326

SPECIMEN ID NO.

0398819326

LAB ACCESSION NO.

## STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

## A. Employer Name, Address and I.D. No.

## B. MRO Name, Address, Phone and Fax No.

PHYSICAL EXAMS INC  
313 MACCORKLE AVENUE SW #201  
SOUTH CHARLESTON WV 25303  
304-346-8213  
FAX: 304-346-8214

PHYSICAL EXAMS INC  
313 MACCORKLE AVENUE SW #201  
SOUTH CHARLESTON WV 25303  
304-346-8213  
FAX: 304-346-8214

Location

## C. Donor SSN or Employee I.D. No.

D. Reason for Test: ☒ Pre-Employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Periodic ☐ Other

## E. Collection Site Address:

Collector Phone No. 304-346-8214

F. Donor Identification Verified By: ☒ Photo I.D. ☐ Employer Representative

Collector Fax No. 304-346-8214

## STEP 2: TO BE COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100°F? ☒ Yes ☐ No, Enter Remark Below Split Specimen Collection ☒ Yes ☐ No

## REMARKS:

## STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).

## STEP 4: TO BE COMPLETED BY COLLECTOR AND DONOR

G. Daytime Phone No. [REDACTED] Evening Phone No. ( )

Date of Birth / /

## H. TEST(S) REQUESTED BY EMPLOYER:

1764130-BUP  
1789939-10P  
1793127-DOT LIKE  
1789431-10+OFI4+DXY  
1789486-10+NIT  
3007237-UAL  
1769160-10+DXY+BUP  
1714756-D X C ISOMERS  
1720765-13+DXY  
1764365-TRANADDL

I authorize the collection of this specimen for the purpose of a drug screen. I acknowledge that the specimen container(s) was/were sealed with tamper-proof seal(s) in my presence; and that the information provided on this form and on the label(s) affixed to the specimen container(s) is correct. I authorize the laboratory to release the results of the test to the company identified on this form or its designated agents.

(PRINT) DONOR'S NAME (FIRST, MI, LAST)

SIGNATURE OF DONOR

MONTH DAY YEAR

## STEP 5: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified on this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

X Signature of Collector

Time of Collection AM PM

## SPECIMEN BOTTLE(S) RELEASED TO:

(PRINT) Collector's Name (First, MI, Last)

Date (Mo/Day/Yr.)

Name of Delivery Service Transferring Specimen to Lab

## RECEIVED AT LAB:

X Signature of Accessioner

(PRINT) Accessioner's Name (First, MI, Last)

Date (Mo/Day/Yr.)

Primary Specimen  
Bottle Seal Intact

☐ Yes☐ No, Enter Remark Below

SPECIMEN BOTTLE(S) RELEASED TO:

FORM 590 5P BC (REVISED 02/2016)

Printed: 06/19



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

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

I, Edgar P Rardon, after being first duly sworn, depose and state as follows:

1. I am an employee of B+H Services; and,  
(Company Name)
2. I do hereby attest that B+H Services  
(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: Edgar P Rardon

Signature: Edgar P Rardon

Title: \_\_\_\_\_

Company Name: B+H Services

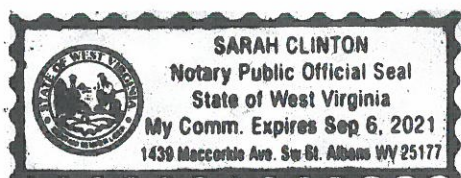
Date: 9.17.19

Taken, subscribed and sworn to before me this 17<sup>th</sup> day of September, 2019.

By Commission expires Sept 6, 2021

(Seal)

Sarah Clinton  
(Notary Public)



**PHYSICAL EXAMS  
(NON-DOT)**

313 MacCorkle Ave SW Ste201  
South Charleston, WV 25303  
(304) 346-8213  
Fax (304) 346-8214

**Controlled Substance Test Result**

**Company: B and H Services**

**Donor: Edgar P Rardon**

**Employee ID#** [REDACTED]

**Date of Collection: 09/17/2019**

**Test Results:**

Negative: XX

Dilute:

Positive:

Invalid Results:

**Reporting Result: Angie Carrier**

**Date 09/18/19**

## CHAIN OF CUSTODY FORM



0398819304

OTS - RTP  
LABCORP  
1904 ALEXANDER DRIVE  
RTP, NC 27709  
1100

Customer Service: 800-813-3984

SPECIMEN ID NO.

0398819304

LAB ACCESSION NO.

## STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address and I.D. No.

B. MRO Name, Address, Phone and Fax No.

PHYSICAL EXAMS INC  
313 MACCORMACK AVENUE SW #201  
SOUTH CHARLESTON WV 25303  
304-346-8213  
FAX: 304-346-8214

GAVIN HOSUE MD/PRO  
PHYSICAL EXAMS INC  
313 MACCORMACK AVENUE SW #201  
SOUTH CHARLESTON WV 25303  
304-346-8213 FAX: 304-346-8214

Location

C. Donor SSN or Employee I.D. No.

D. Reason for Test: ☐ Pre-Employment ☒ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Periodic ☐ Other

E. Collection Site Address:

Collector Phone No. 304-346-8213

F. Donor Identification Verified By: ☒ Photo I.D. ☐ Employer Representative

Collector Fax No.

## STEP 2: TO BE COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100°F? ☒ Yes ☐ No, Enter Remark Below Split Specimen Collection ☐ Yes ☒ No

REMARKS:

STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).

STEP 4: TO BE COMPLETED BY COLLECTOR AND DONOR

G. Daytime Phone No.

Evening Phone No. ( ) Some

Date of Birth 10/26/74

H. TEST(S) REQUESTED BY EMPLOYER:

1764130-BUP  
1789937-10P  
1793127-DOT LIKE  
1789431-10+DP14+QXY  
1789486 - 10+NIR

1007237-VAL  
1789160-10+DP14+QXY  
1714766-D & L ISOMERS  
1720762-13+SVT  
1764365 - TRAMADOL

I authorize the collection of this specimen for the purpose of a drug screen. I acknowledge that the specimen container(s) was/were sealed with tamper-proof seal(s) in my presence; and that the information provided on this form and on the label(s) affixed to the specimen container(s) is correct. I authorize the laboratory to release the results of the test to the company identified on this form or its designated agents.

Edgar Rardon

(PRINT) DONOR'S NAME (FIRST, MI, LAST)

[Signature]

SIGNATURE OF DONOR

9/17/11 MONTH DAY YEAR

## STEP 5: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified on this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

X [Signature]

Signature of Collector

1:32 AM

Time of Collection

SPECIMEN BOTTLE(S) RELEASED TO:

M. Young

(PRINT) Collector's Name (First, MI, Last)

9/17/11

Date (Mo/Day/Yr.)

Name of Delivery Service Transferring Specimen to Lab

RECEIVED AT LAB:

X [Signature]

Signature of Accessioner

Primary Specimen Bottle Seal Intact

☐ Yes☐ No, Enter Remark Below

SPECIMEN BOTTLE(S) RELEASED TO:

(PRINT) Accessioner's Name (First, MI, Last)

Date (Mo/Day/Yr.)

Printed: 06/19



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 §81-5-3) 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: Bandy H Services, Deals RUS LLC DBA

Authorized Signature: [Signature] Date: 8-17-19

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17 day of September, 2019.

My Commission expires May 30, 2022



NOTARY PUBLIC Deborah Lynn Stanley

Purchasing Affidavit (Revised 01/19/2018)

Agency EE1356  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Band H Services, Deals Are Us LLC  
DBA of Kenna, WV, as Principal, and Erie Insurance Group  
of Erie, PA, a corporation organized and existing under the laws of the State of PA  
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of Five Percent of Bid (\$ \$590) 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  
Remove/Replace Wash Bay Wall (10190390)

**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 Obligees 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 17 day of September, 2019.

Principal Seal

Nemo A Boggess  
(Name of Principal)

By M. A. Boggess  
(Must be President, Vice President, or  
Duly Authorized Agent)

President  
(Title)

Surety Seal

Lisa S. White  
(Name of Surety)

Lisa S. White  
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.





ERIE INSURANCE  
PROPERTY & CASUALTY COMPANY  
ERIE, PA 16530  
**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint-----

----- Lisa S. White and Deborah Lynn Stanley -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----

----- each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

"RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 3rd day of February, 2011.



*Terrence W. Cavanaugh*  
Terrence W. Cavanaugh  
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

On this 3rd day of February, 2011, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation 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 by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

**CERTIFICATE**

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 13 day of Sept 20 19

SF60 6/12



*Sheila M. Hirsch*  
My commission expires June 27, 2016  
Notary Public



*James J. Tanous*  
James J. Tanous, Secretary

*Lisa S. White*

## ATTACHMENT A



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2000000020**

**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 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 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.

B + H Services  
Company  
Mia Bryson  
Authorized Signature  
9.18.19  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**SOLICITATION NUMBER: CRFQ DOT2000000020****Addendum Number: 1**

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

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. To extend bid opening date to September 24, 2019 at 1:30 PM EST

No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A ONE-TIME CONTRACT FOR THE REMOVAL AND REPLACEMENT OF THE WASH BAY WALL AT THE WV DOH MERCER COUNTY HEADQUARTERS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US		DIVISION OF HIGHWAYS MERCER COUNTY HEADQUARTERS NEW HOPE RD PRINCETON WV 24740 US	
--	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REMOVAL AND REPLACEMENT OF WASH BAY WALL	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72141510			

**Extended Description :**

REMOVAL AND REPLACEMENT OF WASH BAY WALL

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-04
2	VENDOR QUESTION DEADLINE	2019-09-09



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: 567314

Doc Description: ADDENDUM 1 REMOVE/REPLACE WASH BAY WALL (10190390)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-20	2019-09-24 13:30:00	CRFQ 0803 DOT2000000020	2

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN #

DATE

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



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT2000000020**

**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 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 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.

B + H Services  
Company  
Mike Bygones  
Authorized Signature  
9.18.19  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**SOLICITATION NUMBER: CRFQ DOT2000000020**  
**Addendum Number: 2**

---

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

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

**Description of Modification to Solicitation:**

1. To publish the pre-bid meeting sign-in sheets
2. To revise section 9.1.2 of the specifications

No other changes

Bid opening remains 09/24/2019 at 1:30 PM EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A ONE-TIME CONTRACT FOR THE REMOVAL AND REPLACEMENT OF THE WASH BAY WALL AT THE WV DOH MERCER COUNTY HEADQUARTERS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

Buyer		Seller	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US		DIVISION OF HIGHWAYS MERCER COUNTY HEADQUARTERS NEW HOPE RD PRINCETON WV 24740 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REMOVAL AND REPLACEMENT OF WASH BAY WALL	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72141510			

**Extended Description :**

REMOVAL AND REPLACEMENT OF WASH BAY WALL

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-04
2	VENDOR QUESTION DEADLINE	2019-09-09



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: 567314

Doc Description: ADDENDUM 2 REMOVE/REPLACE WASH BAY WALL (10190390)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-09-09	2019-09-24 13:30:00	CRFQ 0803 DOT2000000020	3

BID RECEIVING LOCATION

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

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

Signature X

FEIN #

DATE

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



## ADDENDUM #2 September 5, 2019

### WVDOH

#### Wash Bay wall demolition at

454 New Hope Road Princeton WV 24740.

Pre-bid meeting findings on September 4, 2019 at 11:00 AM at the Mercer Co. wash bay wall demolition. CRFQ DOT 2000000020

1. To revise 9.1.2 for additional demolition and repair back to the original construction. See revision listed below in RED lettering.

**9.1.2** Demolition of the front wall wash bay at Mercer Co. Exhibit B shows dimensions and location of items to be removed and replaced. To extend demolition back on the Right Side of the building 6 cinder block and down 11 courses from the top. The new construction must tie into the block for structural strength SEE Attachment #7. To extend demolition back on the Left Side of the building 2 cinder blocks and down 5 courses from the top. The new construction must tie into the block for structural support SEE Attachment #8. To remove the soffit from the ceiling back as need for the support of the roof system as the side wall repairs are made and then reinstalled once completed See Exhibit #9. The cinder blocks are filled with rebar and grout. The removal and cleanup of all materials will be the responsibility of the contractor. Wash Bay wall consists of 12 inch cinder blocks filled with grout and #5 rebar, 16 feet wide by 14 feet high rollup garage door with opener and a steel beam that is used as the header over the garage door. The vinyl siding and wooden truss directly above the cinder block should not have to be removed to complete the services, however that will be determined at the pre-bid meeting. See attachments 1,2,3,4,5 and 6 of pictures showing existing damage and articles to be removed and reinstalled. See Exhibit B showing wall length and height along with visible damage of demolition to be removed and reconstructed to its original design. The inside of the newly constructed wall must be painted with white epoxy paint to seal the wall from moisture.

## Astech Corporation

Asbestos Abatement  
Lead Removal

Mold Remediation  
Contaminated Soils

U.S.T. Removals  
Demolition

3400 Falcon Drive  
Charleston, West Virginia 25312

**DENVER DAVIS**  
President

(304) 342-0545  
Mobile: (304) 549-5050  
Email: [astech50@hotmail.com](mailto:astech50@hotmail.com)

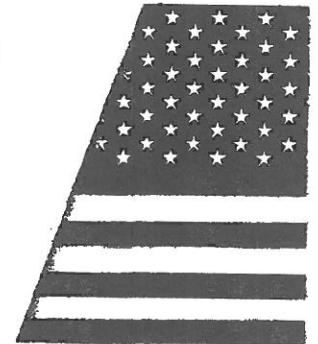
## B & H Services, LLC

NEMO A. BOGGESS  
DUSTIN M. HINZMAN  
OWNERS/OPERATORS

[dealtruilc@yahoo.com](mailto:dealtruilc@yahoo.com)

304-345-4782  
304-377-2239

1495 SPICEWOOD ROAD  
KENNA, WV 25248



# SIGN IN SHEET

Request for Proposal No. DOT2000000020

PLEASE PRINT

Page 2 of 2

Date: 9-4-19

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DOH</u>		PHONE <u>304-920-5649</u>
Rep: <u>Kurt D. Dugan</u>		TOLL
Email Address: _____		FREE
		FAX
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		FREE
		FAX
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		FREE
		FAX
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		FREE
		FAX
Company: _____		PHONE
Rep: _____		TOLL
Email Address: _____		FREE
		FAX

## SIGN IN SHEET

Request for Proposal No. DOT2000000020

PLEASE PRINT

Page 1 of 2

Date: 9-4-19

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Band H services	1495 Spicewood Rd Kenne <sup>WV</sup>	PHONE 304 545 1782
Rep: Nemo A Boggers	" "	TOLL FREE
Email Address: Band H services1495@YrHoo.com		FAX
Company: Astech Corp	3400 Falcon DR	PHONE 304 342-0545
Rep:	Charleston WV	TOLL FREE
Email Address: Astech50@hotmail.com	25312	FAX
Company: WVDOH		PHONE
Rep: Tina Lewis		TOLL FREE
Email Address:		FAX
Company: WV DOH A-10		PHONE 304-487-5258
Rep: Angela A. Raske		TOLL FREE
Email Address: Angela.d.raske@wv.gov		FAX
Company: WV DOH		PHONE
Rep: Amy Miller		TOLL FREE
Email Address: Jeffrey.P.Milam@wv.gov		FAX



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV056735

Classification:  
GENERAL BUILDING

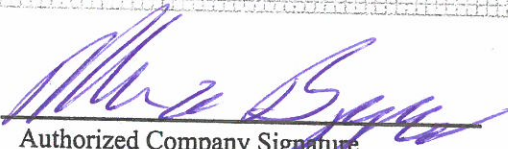
DEALS R US LLC  
DBA B AND H SERVICES  
1495 SPICEWOOD RD  
KENNA, WV 25248

Date Issued

Expiration Date

OCTOBER 22, 2018

OCTOBER 22, 2019

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
DEAL'S R' US, LLC  
DBA B & H SERVICES  
1495 SPICEWOOD RD  
KENNA, WV 25248-7110

BUSINESS REGISTRATION ACCOUNT NUMBER: **2346-9544**

This certificate is issued on: **10/11/2017**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

*This certificate is not transferrable and must be displayed at the location for which issued*  
This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

NEW DECLARATIONS

<b>Agent</b>	<b>ITEM 2. Policy Period</b>	<b>Policy Number</b>
EE1863 WHITE INS & ASSOC INC	12/11/18 TO 12/11/19	Q12 6130235 W7

**ITEM 1. Named Insured and Address**  
B AND H SERVICES DEALS ARE US  
LLC D/B/A  
1495 SPICEWOOD RD  
KENNA WV 25248-7110



211230522

**ITEM 3. Other Interest**

**ITEM 4. AUTOS COVERED**

AUTO	YR	MAKE	VIN	ST	TER	SYM	CM	CL	RATING	CLASS
10	98	DODG RAM 1500	1B7HF13Z8WJ165184	WV	2C	P6			6	
11	00	POLICY LEVEL	ENHANCEMENT ENDOR	WV	2C					
12	00	HIRED AUTO	IF ANY	WV	2C					
13	00	NON-OWNED AUTO	1 - 25 EMPLS	WV	2C					

**ITEM 5. INSURANCE IS PROVIDED WHERE A PREMIUM, OR INCL, IS SHOWN FOR THE COVERAGE. COVERAGES, LIMITS AND ANNUAL PREMIUMS ARE AS FOLLOWS-**

M EQUALS THOUSAND \$

	# 10	# 11	# 12	# 13
--	------	------	------	------

LIABILITY PROTECTION-				
BOD INJ & PROP DAMAGE \$1000M/ACC	509			
HIRED AUTOS LIABILITY-				
BOD INJ & PROP DAMAGE \$1000M/ACC			36	
EMPLOYERS NON-OWNED AUTOS LIABILITY-				
BOD INJ & PROP DAMAGE \$1000M/ACC				50
UNINSURED MOTORISTS COVERAGE-				
BOD INJ & PROP DAMAGE \$1000M/ACC-\$300 DED	25			
UNDERINSURED MOTORISTS COVERAGE-				
BOD INJURY & PROPERTY DAMAGE \$1000M/ACC	103			
OPTIONAL COVERAGES-				
COMMERCIAL AUTO ENHANCEMENT COVERAGE		75		
TOTAL ANNUAL PREMIUM FOR EACH AUTO	637	75	36	50
SURCHARGE IMPOSED BY THE STATE OF WV	4.39			
TOTAL ANNUAL POLICY PREMIUM	\$ 802.39			

**ITEM 6. APPLICABLE POLICY, ENDORSEMENTS, EXCEPTIONS TO DECLARATIONS ITEMS**

ALL AUTOS - CAP 04/96\*, AHWU01 01/11\*, ACWA01 05/13\*, UF9525\* 10/18\*,  
UF4839\* 10/16\*.  
AUTO 11 - ACWE01 10/18\*.

**MISCELLANEOUS INFORMATION**

VEHICLES - RADIUS OF OPERATIONS - 51-100 MILES

010

**ITEM 7. EACH AUTO WE INSURE WILL BE PRINCIPALLY GARAGED AT THE ADDRESS SHOWN IN ITEM 1, UNLESS ANOTHER ADDRESS IS SHOWN BELOW.**



ITEM 8. EACH AUTO WE INSURE IS USED IN THE BUSINESS AS SHOWN BELOW.

ITEM 8 CARPENTRY CONTRACTOR

ITEM 9. UNLESS OTHERWISE INDICATED BELOW, THE NAMED INSURED IS THE SOLE OWNER OF EACH AUTO WE INSURE.

Q12 6130235





ITEM 8. EACH AUTO WE INSURE IS USED IN THE BUSINESS AS SHOWN BELOW.

ITEM 8 CARPENTRY CONTRACTOR

ITEM 9. UNLESS OTHERWISE INDICATED BELOW, THE NAMED INSURED IS THE SOLE OWNER OF EACH AUTO WE INSURE.

Q12 6130235



100 Erie Insurance Place  
Erie, PA 16530

ERIE INS PROP/CAS CO  
ULTRAFLEX POLICY

## NEW DECLARATIONS

Agent	ITEM 2. Policy Period	Policy Number
EE1863 WHITE INS & ASSOC INC	12/11/18 TO 12/11/19	Q48 6150096 W

### ITEM 1. Named Insured and Address

B AND H SERVICES  
DEALS ARE US LLC D/B/A  
1495 SPICEWOOD RD  
KENNA WV 25248-7110

### ITEM 3. Other Interest

POLICY PERIOD BEGINS AND ENDS AT 12.01 A.M. STANDARD TIME AT THE STATED ADDRESS OF THE NAMED INSURED.

THE INSURANCE APPLIES TO THOSE PREMISES DESCRIBED AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS. THIS IS SUBJECT TO ALL APPLICABLE TERMS OF THE POLICY AND ATTACHED FORMS AND ENDORSEMENTS

DEDUCTIBLE (PROPERTY PROTECTION ONLY)- \$ 1,000.

#### COVERAGES:

PROPERTY PROTECTION - AS PER THE ATTACHED SUPPLEMENTAL DECLARATIONS

1. BUILDINGS
2. BUSINESS PERSONAL PROPERTY AND PERSONAL PROPERTY OF OTHERS
3. ADDITIONAL INCOME PROTECTION
4. GLASS AND LETTERING
5. SIGNS, LIGHTS AND CLOCKS

DEPOSIT  
PREMIUM

\$  
\$ INCL  
\$ INCL  
\$  
\$

#### LIMITS OF INSURANCE

PREMIUM BASIS - COSTS, PAYROLL

EACH OCCURRENCE LIMIT \$ 1,000,000

DAMAGE TO PREMISES

RENTED TO YOU LIMIT

\$ 1,000,000 ANY ONE PREMISES

MEDICAL EXPENSE LIMIT

\$ 5,000 ANY ONE PERSON

PERSONAL & ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION

GENERAL AGGREGATE LIMIT \$ 2,000,000

PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

\$ INCL

#### OPTIONAL COVERAGES

(SEE NEXT PAGE)

SURCHARGE IMPOSED BY THE ST OF WV \$ 18.88  
TOTAL DEPOSIT PREMIUM - - - - \$ 3,451.88

APPLICABLE FORMS - SEE SCHEDULE OF FORMS

See Reverse Side

T13

12/20/18



# OPTIONAL COVERAGES

ENHANCEMENT ENDORSEMENT - CONTRACTORS ENDORSEMENT	\$	INCL
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE-CLAIMS MADE	\$	INCL
\$ 50,000 AGGREGATE LIMIT (INCLUDES DEFENSE COSTS)		
\$ 2,500 DEDUCTIBLE PER LOSS AMOUNT (INCLUDES DEFENSE COSTS)		
RETROACTIVE DATE:	12/11/2018	
NUMBER OF EMPLOYEES:	FULL TIME	2 PART TIME 0
THIRD PARTY EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE-CLAIMS MADE	\$	INCL



# OPTIONAL COVERAGES

ENHANCEMENT ENDORSEMENT - CONTRACTORS ENDORSEMENT	\$	INCL
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE-CLAIMS MADE	\$	INCL
\$ 50,000 AGGREGATE LIMIT (INCLUDES DEFENSE COSTS)		
\$ 2,500 DEDUCTIBLE PER LOSS AMOUNT (INCLUDES DEFENSE COSTS)		
RETROACTIVE DATE: 12/11/2018		
NUMBER OF EMPLOYEES: FULL TIME 2 PART TIME 0		
THIRD PARTY EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE-CLAIMS MADE	\$	INCL



NEW DECLARATIONS

Agent	ITEM 2. Policy Period	Policy Number
EE1863 WHITE INS & ASSOC INC	12/11/18 TO 12/11/19	Q36 6170029 W

ITEM 1. Named Insured and Address

ITEM 3. Other Interest

B AND H SERVICES  
DEALS ARE US LLC D/B/A  
1495 SPICEWOOD RD  
KENNA WV 25248-7110

POLICY PERIOD BEGINS AND ENDS AT 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED.

LEGAL ENTITY - LLC

DESCRIPTION OF OPERATIONS - CARPENTRY CONTRACTOR

CLASS CODE - 091342

ERIE'S LIMIT FOR THIS COVERAGE IS SHOWN BELOW. THIS INSURANCE IS SUBJECT TO THE TERMS OF THE POLICY AND ITS FORMS.

-----  
COVERAGE AND LIMITS - BUSINESS CATASTROPHE LIABILITY COVERAGE  
-----

LIMIT OF LIABILITY	\$ 1,000,000 EACH OCCURRENCE
AGGREGATE LIMIT	\$ 1,000,000 WHERE APPLICABLE

A3S	SURCHARGE IMPOSED BY STATE OF WV- - \$ 5.16
	TOTAL PREMIUM - - - - - \$ 943.16

APPLICABLE FORMS - SEE SCHEDULE OF FORMS

See Reverse Side

12/18/18



100 Erie Insurance Place  
Erie, PA 16530

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 00 01A**  
INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, USED WITH ITS PERMISSION  
**INFORMATION PAGE**

**PRIOR POLICY NUMBER - NONE**

<b>Agent</b>	<b>Insurance Is Provided By</b>	<b>Policy Number</b>	<b>BRANCH CODE</b>
EE1863 WHITE INS & ASSOC INC	FLAGSHIP CITY INS CO	35947	Q96 6100162

**ITEM 1. Named Insured and Address**

B AND H SERVICES  
DEALS ARE US LLC D/B/A  
1495 SPICEWOOD RD  
KENNA WV 25248-7110

**NEW POLICY**  
LIMITED LIABILITY CO JACKSON CO  
OTHER WORKPLACES NOT SHOWN ABOVE - AS SCHEDULED

**ITEM 2. THE POLICY PERIOD IS FROM 12/11/18 TO 12/11/19 AT THE INSUREDS MAILING ADDRESS.**

**ITEM 3.A. WORKERS COMPENSATION INSURANCE- PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE- WV.**

**ITEM 3.B. EMPLOYERS LIABILITY INSURANCE- PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE-**

BODILY INJURY BY ACCIDENT	\$100,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	\$500,000 POLICY LIMIT
BODILY INJURY BY DISEASE	\$100,000 EACH EMPLOYEE

**ITEM 3.C. OTHER STATES INSURANCE- PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE- ALL STATES EXCEPT ND, OH, WA, WY, STATES DESIGNATED IN ITEM 3.A.,**

**ITEM 3.D. SEE ATTACHED ENDORSEMENT SCHEDULE**

**ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.**

SEE ATTACHED SCHEDULE OF OPERATIONS	2,536
EXPENSE CONSTANT	100
TOTAL ESTIMATED ANNUAL PREMIUM	\$2,636
WV REGULATORY SURCHARGE 5.00%	\$132
WV DEFICIT REDUCTION SURCHARGE 9.00%	\$14
DEPOSIT PREMIUM	\$2,782
MINIMUM PREMIUM \$705	

**RETURNED PAYMENT FEES WILL BE ADDED TO YOUR ACCOUNT.**