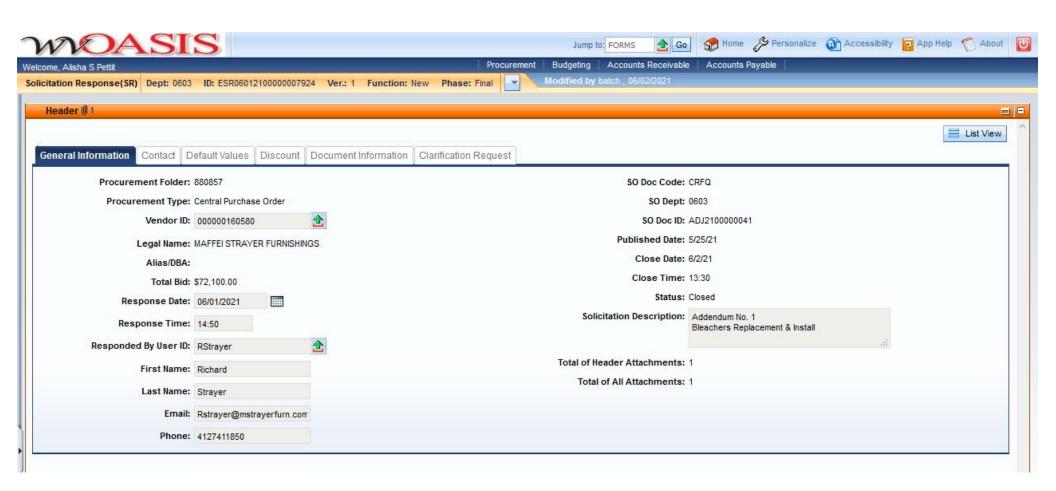


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Solicitation Response

Proc Folder: 880857

Solicitation Description: Addendum No. 1

Ricanhare Panlacament & Inetall

Proc Type: Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2021-06-02 13:30
 SR 0603 ESR06012100000007924
 1

VENDOR

000000160580

MAFFEI STRAYER FURNISHINGS

Solicitation Number: CRFQ 0603 ADJ2100000041

Total Bid: 72100 **Response Date:** 2021-06-01 **Response Time:** 14:50:09

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Jun 2, 2021
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Gymnasium Bleachers				72000.00

Comm Code	Manufacturer	Specification	Model #	
95131500				

Commodity Line Comments: Bleacher Estimated delivery days in the bid assumes reasonable turnaround time by Owner for finish submittals and shop drawings.

Extended Description:

Contract Item #1- Lump Sum Price for Gymnasium Bleachers and Installation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Extended Warranty (2 yrs)				100.00

Comm Code	Manufacturer	Specification	Model #	
81111818				

Commodity Line Comments:

Extended Description:

Contract Item #1- Lump Sum Price for Warranty Extension to 2 years

Date Printed: Jun 2, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

BID BOND

MINOW WITH MINIM BY I DESE 1	ACESEIVES, That we, the undersigned, Mariel Associates dibia
Maffei Strayer Furnishings, Inc. , of Pit	tsburgh , PA , as Principal, and
Westfield Insurance Company , of Westf	ield Center, OH, a corporation organized and
existing under the laws of the State of	
	neld and firmly bound unto the State of West Virginia, as Obligee, in the
penal sum of Five Percent of Amount Bid	(\$5%) for the payment of which,
	ally 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 West Virginia
	proposal, attached hereto and made a part hereof, to enter into a Contract
	eliver and Install Bleachers Mountaineer Challenge
Academy, Camp Dawson, Kingwood, W	<i>V</i>
NOW, THEREFORE,	-
If said bid is rejected, or	animal shall and an inter-a Contract in annual state of the trial state of
	ncipal shall enter into a Contract in accordance with the bid or proposal ds and insurance required by the bid or proposal, and shall in all other
	e acceptance of said bid, then this obligation shall be null and void;
otherwise, this obligation shall remain in full force	e and effect. It is expressly understood and agreed that the liability of the
	to event, exceed the penal amount of this obligation as herein stated.
	tipulates and agrees that the obligations of said Surety and its bond shall tion of the time within which the Obligee may accept such bid; and said
Surety does hereby waive notice of any such exte	
,	
	d Surety have hereunto set their hands and scals, and such of them as are
	be affixed hereto and these presents to be signed by their proper officers,
this 2nd day of June, 2021.	
Principal Corporate Scal	Maffei Associates d/b/a Maffei Strayer Furnishings, Inc.
Trinoipal Colipolate Scal	(Name of Principal)
	By Sechard J. Strayer
	(Must be President or Vice President)
	VICE PRESTOENT
	Title
Surety Corporate States States	
Survey Constitution of the	Mackfield Income Commence
	Westfield Insurance Company
SEAL)	(Name of Surety)
	fatter tudou
To Marie Wall Committee Co	Attorney-in-Fact Patti K. Lindsey
waning of a	Audiney-in-ract Fatti N. Linusey

IMPORTANT: Surety executing bonds must be licensed in West Virginia to transact surety insurence. Corporate seals must be affixed, a Power of Attorney must be attached, and a West Virginia resident agent must sign or countersign.

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Patti K. Lindsey , SEVERALLY

of Pittsburgh and State of PA its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Principal: Maffei Associates d/b/a Maffei Strayer Furnishings, Inc.

Obligee: West Virginia Army National Guard Construction & Facilities Office

<u>LIMITATION:</u> THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019.









WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

On this 17th day of DECEMBER A.D., 2019, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford**, **CT**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I ne A.D., 2021. , have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this $2 ext{nd}$ day of







Frank A. Carrino, Secretary

BID FORM

SECTION I

SUBMITTED BY:
MAGGE STRAYER FURNISHINGS (hereinafter referred to as "Bidder")
WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 026 702
SUBMITTED TO: State of West Virginia
The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:
Bleachers Replacement at Mountaineer Challenge Academy For The West Virginia Army National Guard Camp Dawson, Kingwood, West Virginia
all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.
BASE BID: For the sum of: Seventy - Two Thousand Doelars (\$ 72,000.**)
ALTERNATES:
The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) Reference Section 012300 "Alternates".
Alternate Bid No. 1 - To extend the Contractor's Warranty as described in Paragraph 3.5.1 of AIA Document A201 General Conditions of the Contract for Construction dated 2017 to a period of two years beginning on the date of Substantial Completion. The one-year period referenced in Article 12 of these General Conditions will be extended to two years. If Alternate Bid No. 1 is accepted,
ADD to Base Bid the sum of: The Hundred Bollars
(\$

DATED: June 2,2021
(Bidder to insert date bid submitted)

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work to substantial completion (or-beneficial occupancy) within ______ days of the date of the Owner's Notice To Proceed (Bidder to propose number of days).

The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not the be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

1 - 3/25/21

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER: Firm: MAFFEE STRAYEL FURN ISHINGS	By: School S. Strage
Print or Type Name of person authorized to sign contract on behalf of Bidder:	RICHARO D. STRAYER, SIR
Address: 147 COBBLESTONE DETVE	Title: VICE PRESIDENT
Address: PITTS BURGH, PA 15237	Phone: 412.741. 1850
Address:	Fax:
Tax Cert. #: 2205 - 383 0	

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

Bid items with the same number must include the same unit price.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)				
Primary 1	Facility Base Bid								
1	Bleachers Replacement	1	LS	70,000	70,000				
	PRIMARY FAC	ILITY BA	SE BID S	UB-TOTAL					
Project A	dministration/Quality Contr	ol Base Bi	d						
2	Mobilization/Demobilization	1	LS	500	500				
3	General Administration	1	LS	1,000	1,000				
4	Project Quality Control	1	LS	500	506				
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL									
5	Add-Alternate No. 1	1	LS	Contracto	r's Extended Warranty				

END OF SECTION II

<u>Subcontractor List Submission (Construction Contracts Only)</u>

Bidder's Name: MAFFET STRAYER FURNISHINGS					
Check this box if no subcontractors will perform project.	orm more than \$25,000.00 of work to complete the				
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.				
-					
/					

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.

RICHARD D. STRAYER, JR. V. PRESTOENT
(Name, Title) AJCHARD D. STRAYER, JR. V. PRESTUENT
(Duinted Nomes and Title)
147 COBBLESTONE DREVE, PITTSBURGH PA 15237
(Address)
412.741.1850
(Phone Number) / (Fax Number)
RSTRAYER @ MSTRAYERFURN.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

MAFFEE STRAYER FURNISHINGS
(Company)
(Authorized Signature) (Representative Name, Title)
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
(Printed Name and Title of Authorized Representative)
JUNE 2, 2021
(Date)
412.741.1850
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2100000041

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 addendu	m received)

[X]	Addendum No. 1	[]	Addendum No. 6
[_]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	Γ	1	Addendum No. 10

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

Company

Charles STRAYER FURNESHTAGS

Company

Authorized Signature

5-25-21

Date

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

endor's Name: MAFFEE STRAYER FURNISHENTS						
uthorized Signature:						
State of Pennsylvania						
County of Alleghenn, to-wit:						
aken, subscribed, and sworm to before me this day of , 20 21.						
y Commission expires Maureen Strayer, Notary Public Allegheny County My commission expires July 21, 2023 Commission number 1162020						
FFIX SEAL HERE Member, Pennsylvania Association of Notang ARY PUBLIC						



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

STATE OF WEST VIRGINIA,				
COUNTY OF PRESTON	TO-WIT:			
I, RICHARD D. STRAYER, JL.	after being first duly sworn, depose and state as follows:			
1. I am an employee of	(Company Name)			
2. I do hereby attest that	(Company Name)			
	or a drug-free workplace policy and that such plan and ith West Virginia Code §21-1D.			
The above statements are sworn to under the penalty of perjury.				
	Printed Name: RICHARS D. STRAYER, IN			
	Signature: Reland Mayer &			
	Title: V. PRESISENT			
	Company Name: MAFFEE STRAYER FURNISHINGS			
	Date:			
Taken, subscribed and sworn to	before me thisday ofJUNE,ZDZ			
By Commission expires Maureer	n of Pennsylvania - Notary Seal			
(Seal) My commis	sion number 1162020 Wyvania Association of Notaries (Notary Public)			



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV026202

Classification:

SPECIALTY

MAFFEI ASSOCIATES INC DBA MAFFEI STRAYER FURNISHINGS INC 147 COBBLESTONE DRIVE PITTSBURGH, PA 15237

Date Issued

Expiration Date

AUGUST 17, 2020

AUGUST 1

HIST 17 2021

Authorized Company Signature

Chair, 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.