



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.

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1081559

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: HARBEL INC

Alias/DBA:

Total Bid: \$1,236,900.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2300000001

Published Date: 8/12/22

Close Date: 8/16/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1081559
Solicitation Description: Construction - Camp Dawson Bldg 215 Medical Wing Renovations
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-08-16 13:30	SR 0603 ESR08162200000000796	1

VENDOR
000000193013
HARBEL INC

Solicitation Number: CRFQ 0603 ADJ2300000001
Total Bid: 1236900 **Response Date:** 2022-08-16 **Response Time:** 13:19:58
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building 215 Medical Wing Renovations- BASE BID				1049000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: See attached bid form

Extended Description:

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Camp Dawson Building 215 Medical Wing Renovations, near Kingwood WV per the attached specifications and documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Installation of floor receptacles-ALTERNATE 1				187900.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: See attached bid form

Extended Description:

ALTERNATE NO.1(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Installation of floor receptacles and associated work in Classrooms.



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1081559			Reason for Modification: Addendum No. 1
Doc Description: Construction - Camp Dawson Bldg 215 Medical Wing Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-12	2022-08-16 13:30	CRFQ 0603 ADJ2300000001	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name : Harbel, Inc.
Address : P.O. Box 0358
Street : 11521 Milnor Avenue
City : Cumberland
State : Maryland **Country :** USA **Zip :** 21501-0358
Principal Contact : David J. Madden, President
Vendor Contact Phone: 301-729-8900 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
 Signature X

FEIN# 52-1005317

DATE 08/16/2022

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

ADDITIONAL INFORMATION
Addendum No. 1
To attached pre-bid sign-in sheets, see attached.
To respond to vendor technical questions, see attached.
To provide Asbestos report, see attached.
To revise electrical drawings-ED111, E121 and E131, see attached.
Bid opening remains August 16, 2022 at 1:30 pm est.
No other changes.

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD
CHARLESTON WV US	KINGWOOD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building 215 Medical Wing Renovations-BASE BID				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Camp Dawson Building 215 Medical Wing Renovations, near Kingwood WV per the attached specifications and documentation.

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD
CHARLESTON WV US	KINGWOOD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation of floor receptacles-ALTERNATE 1				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

ALTERNATE NO.1(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Installation of floor receptacles and associated work in Classrooms.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am est.	2022-08-04
2	Vendor Technical Questions Deadline at Noon est.	2022-08-10

	Document Phase	Document Description	Page
ADJ2300000001	Draft	Construction - Camp Dawson Bldg 215 Medical Wing Renovations	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ADJ2300000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2300000001 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
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. To attach pre-bid sign-in sheets, see attached.
2. To respond to vendor technical questions, see attached.
3. To provide Asbestos Report, see attached.
4. To revise electrical drawings – ED111, E121 and E131, see attached.
5. Bid opening date and time remains August 16, 2022, at 1:30 pm
6. No other changes.

Terms and Conditions:

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



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1081559			Reason for Modification:
Doc Description: Construction - Camp Dawson Bldg 215 Medical Wing Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-07-28	2022-08-16 13:30	CRFQ 0603 ADJ2300000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Harbel, Inc.

Address : P.O. Box 0358

Street : 11521 Milnor Avenue


City : Cumberland

State : Maryland **Country :** USA **Zip :** 21501-0358

Principal Contact : David J. Madden, President

Vendor Contact Phone: 301-729-8900 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 52-1005317 **DATE** 08/16/22

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

ADDITIONAL INFORMATION

(Construction)

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting bids from qualified contractors for Camp Dawson Building 215 Medical Wing Renovations, located on Camp Dawson, near Kingwood WV, per the attached documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building 215 Medical Wing Renovations-BASE BID				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Camp Dawson Building 215 Medical Wing Renovations, near Kingwood WV per the attached specifications and documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Installation of floor receptacles-ALTERNATE 1				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

ALTERNATE NO.1(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Installation of floor receptacles and associated work in Classrooms.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am est.	2022-08-04
2	Vendor Technical Questions Deadline at Noon est.	2022-08-10

	Document Phase	Document Description	Page
ADJ230000001	Draft	Construction - Camp Dawson Bldg 215 Medical Wing Renovations	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

Camp Dawson Training Site Building 215- Parking Lot
240 Army Road, Kingwood, WV 26537
August 04, 2022 at 10:30am
See General Construction Specifications for additional information
regarding site visits.

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: August 10, 2022 at Noon est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: David.H.Pauline@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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: August 16, 2022 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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 Three hundred sixty five (365) 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's license

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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.

*****Please make Insurance Certificate Holder to Read***
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311**

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: 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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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

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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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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 2 CFR 200.317, 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: Harbel, Inc.

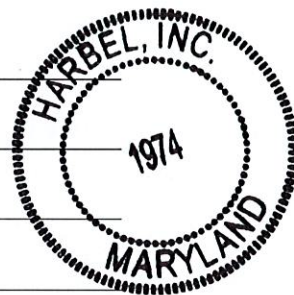
Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
George R. Smalley Co., Inc.	WV026515
Hranec Corp.	WV026310

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.

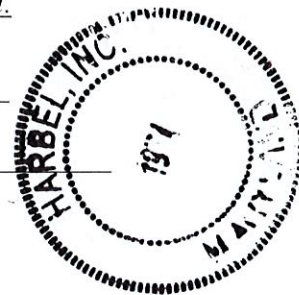
(Name, Title) *D.J. Madden*
(Printed Name and Title) David J. Madden, President
(Address) 11521 Milnor Avenue/P.O. Box 0358, Cumberland, MD 21501-0358
(Phone Number) / (Fax Number) 301-729-8303 / 301-729-0163
(email address) davem@thebeltgroup.com



CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Harbel, Inc.
(Company) *D.J. Madden* President
(Authorized Signature) (Representative Name, Title)
David J. Madden, President 8/16/2022
(Printed Name and Title of Authorized Representative) (Date)
301-729-8303 / 301-729-0163
(Phone Number) (Fax Number)
davem@thebeltgroup.com
(Email Address)





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV000349

CLASSIFICATION:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
MASONRY
ROOFING

HARBEL INC
DBA HARBEL INC
PO BOX 358
CUMBERLAND, MD 21501-0358

DATE ISSUED

AUGUST 02, 2022

EXPIRATION DATE

AUGUST 02, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

REQUEST FOR QUOTATION – CRFQ ADJ23*01
Camp Dawson Building 215 Medical Wing Renovation

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, Construction & Facilities Management Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and full completion of Camp Dawson Building 215 Medical Wing Renovations, located near Kingwood, WV. Pickering Associates, Inc., is serving as the Architect on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Due to meeting restrictions currently in place, vendors are asked to stay in your vehicle once you arrive at the Building 215 Parking Lot, until provided instructions by Training Site Branch staff. Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.

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 Specification's Manual as defined below.

2.1 **“Construction Services”** means materials, labor, tools, taxes, transportation and expendable equipment necessary to complete Camp Dawson Building 215 Medical Wing Renovations, as more fully described in these specifications and the Drawings/Specifications/Project Manual.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

REQUEST FOR QUOTATION – CRFQ ADJ23*01
Camp Dawson Building 215 Medical Wing Renovation

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 “Specifications/Project Manual” means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.

3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

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 5 (five) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected. This contract has **One (1)** alternate.

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

REQUEST FOR QUOTATION – CRFQ ADJ23*01
Camp Dawson Building 215 Medical Wing Renovation

accepted. Alternate selection will be identified in the Purchase Order. This contract has **One (1)** alternate.

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by a date to be determined based on the notice to proceed and final completion by a date to be determined based on the notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

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

12. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

Copies of project plans can be examined at the following locations

REQUEST FOR QUOTATION – CRFQ ADJ23*01
Camp Dawson Building 215 Medical Wing Renovation

Kanawha Valley Builder's Association
1627 Bigley Avenue
Charleston, WV 25302
(304) 342-7141 FAX: (304) 343-8014

Contractor's Association of West Virginia
2114 Kanawha Boulevard East
Charleston, WV 25311
(304) 342-1166 FAX: (304) 342-1074

Pennsylvania Builder's Exchange
1813 North Franklin Street
Pittsburgh, PA 15233
(412) 922-4200 FAX: (412) 928-9406

Construction Employer's Association of North Central West Virginia
2794 White Hall Boulevard
White Hall, WV 26554
(304) 367-1290 FAX: (304) 367-0126

McGraw-Hill Dodge Reports
Attn: Scan Department
3315 Central Avenue
Hot Springs, AR 71913-6138
(781) 430-2004

Reed Construction Data
30 Technology Parkway South, Suite 100
Norcross, GA 30092
(770) 417-4000 FAX: (800) 317-0870

13. 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.

14. 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:

14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

REQUEST FOR QUOTATION – CRFQ ADJ23*01
Camp Dawson Building 215 Medical Wing Renovation

- 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

15.1. 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: Jeremy Irons

Telephone Number: 301-729-8303

Fax Number: 301-729-0163

Email Address: jgirons@thebeltgroup.com

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Phillip Cantrell

Telephone Number: 304-791-4089

Email Address: phillip.j.cantrell2.nfg@mail.mil

16. Initial Decision Maker: Pickering Associates, Inc., the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000001

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 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.

Harbel, Inc.

Company



David J. Madden/ President

Authorized Signature

08/16/2022

Date

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

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1703 Coonskin Drive
Charleston, WV 25301

1.02 FOR:

- A. Project: Camp Dawson Building 215 Medical Wing Renovations
Camp Dawson
1001 Army Road
Kingwood, WV 26537

1.03 DATE: 08/16/2022 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Harbel, Inc.
1. Address 11521 Milnor Avenue / P.O. Box 0358
2. City, State, Zip Cumberland, MD 21501-0358

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid Amount: One Million, Forty Nine Thousand dollars
(\$1,049,000.00), in lawful money of the United States of America.
- C. ADD: Alternate No. 1 (Installation of floor receptacles and associated work in Classrooms):
One Hundred Eighty Seven Thousand, Nine Hundred dollars
(\$ 187,900.00), in lawful money of the United States of America.
- D. We have included the required security deposit as required by the Instruction to Bidders.

1.06 ACCEPTANCE

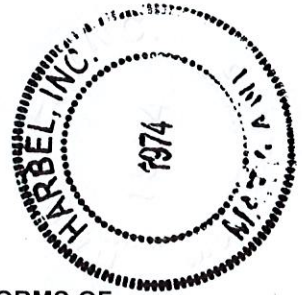
- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 08/12/2022.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
 4. Addendum # _____ Dated _____.

1.08 BID FORM SIGNATURE(S)

- A. Harbel, Inc.
- B. (Bidder - print the full name of your firm)
- C. *D.J. Madden* David J. Madden, President
- D. (Authorized signing officer, Title)



1.09 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

HARBEL, INCORPORATED

General Contractors

P.O. Box 358
11521 MILNOR AVENUE
CUMBERLAND, MD 21501-0358

TELEPHONE (301) 729-8303
FAX (301) 729-0163

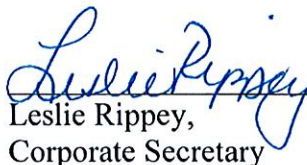
RESOLUTION of the BOARD OF DIRECTORS

Be it **Resolved** this 28th day of April, 2022, that the Board of Directors has authorized that the following corporate officers have the authority to sign documents to further the operation of and activities related to corporate business.

David J. Madden	President
Carl O. Belt, Jr.	Senior Vice President
Mark A. Farris	CEO/Sr. Vice President
Sean D. Fradiska	Vice President
Jeremy G. Irons	Vice President
Jay Stanislawczyk	Vice President
Leslie Rippey	Secretary



Mark A. Farris,
CEO/ Sr. Vice President



Leslie Rippey,
Corporate Secretary



AIA[®] Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Harbel, Inc.
11521 Milnor Ave. / P.O. Box 0358
Cumberland, MD 21501-0358

SUBMITTED TO:

(Organization name and address.)

West Virginia Army National Guard
1703 Coonskin Drive
Charleston, WV 25301

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

General Construction - Including excavation, concrete, steel erection and carpentry

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.



Organization's Authorized Representative
Signature

08/16/2022

Date

David J. Madden, President

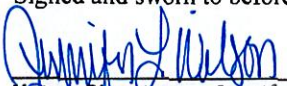
Printed Name and Title

NOTARY

State of: Maryland

County of: Allegany

Signed and sworn to before me this 16th day of August 2022
(Sixteenth day of August Two Thousand Twenty Two)



Notary Signature Jennifer L. Wilson

My commission expires: May 8, 2023

JENNIFER L. WILSON
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
MY COMMISSION EXPIRES MAY 8, 2023



AIA[®] Document A305[™] – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____ the 16th day of August in the year 2022
(In words, indicate day, month and year.)

Sixteenth (16th) day of August in the Year Two Thousand Twenty Two

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Harbel, Inc.
11521 Milnor Avenue / P.O. Box 0358
Cumberland, MD 21501-0358

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

N/A

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

11521 Milnor Avenue
Cumberland, MD 21502

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

- 1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

State Incorporated: Maryland Date "Exhibit A" A.1.2.1.1
Incorporated: October 21, 1974 See attached Resolution of the Board of Directors

- 2 If your organization is a partnership, identify its partners and its date of organization.

N/A

- 3 If your organization is individually owned, identify its owner and date of organization.

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

(48) Forty Eight

§ A.1.3.2 How many full-time employees work for your organization?

(63) Sixty Three

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

NAICS Code: 236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$21,595,000

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$13,800,000

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

\$13,785,376

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

General construction including excavation, concrete, steel erection & carpentry.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Affiliation with The Belt Group of Companies allows for vast resources and personnel with numerous years of construction experience.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

N/A

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

N/A

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Primavera P6, Heavy Bid (HCSS), and ProCore

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

See Attached "Exhibit A" A.4.1

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

See Attached "Exhibit A" A.4.2

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

See Attached "Exhibit A" A.4.3

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)

See Attached "Exhibit A" A.4.4

EXHIBIT A

A.4 Organization

A.1.2.1.1 – List Four highest-ranking corporate officers and their titles

- See the attached “Resolution of the Board of Directors”

HARBEL, INCORPORATED

General Contractors

P.O. Box 358
11521 MILNOR AVENUE
CUMBERLAND, MD 21501-0358

TELEPHONE (301) 729-8303
FAX (301) 729-0163

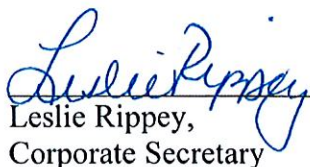
RESOLUTION of the BOARD OF DIRECTORS

Be it **Resolved** this 28th day of April, 2022, that the Board of Directors has authorized that the following corporate officers have the authority to sign documents to further the operation of and activities related to corporate business.

David J. Madden	President
Carl O. Belt, Jr.	Senior Vice President
Mark A. Farris	CEO/Sr. Vice President
Sean D. Fradiska	Vice President
Jeremy G. Irons	Vice President
Jay Stanislawczyk	Vice President
Leslie Rippey	Secretary



Mark A. Farris,
CEO/ Sr. Vice President



Leslie Rippey,
Corporate Secretary



EXHIBIT A

A.4 References

A.4.1 – Identify three client references

1. Beitzel Corporation
333 Corporate Drive
Grantsville, MD 21536
Shawn Bender
Phone: 301-245-4107 e-mail: shawnbender@beitzelcorp.com
2. Grant County Schools
204 Jefferson Avenue
Petersburg, WV 26847
Brent Nelson
Phone: 304-257-1011 e-mail: enelson@accessk12.wv.us
3. Allegany College of Maryland
12401 Willowbrook Road, SE
Cumberland, MD 21502
Korey Layman
Phone: 301-784-5195 e-mail: klayman@allegany.edu

A.4.2 – Identify three architect references

1. ZMM
222 Lee Street, West
Charleston, WV 25302
Nathan Spencer
Phone: 304-342-0159 e-mail: nhs@zmm.com
2. Bushey Feight Morin Architects
473 N. Potomac Street
Hagerstown, MD 21740
Michael Gehr
Phone: 301-733-5600 e-mail: mgehr2@bfmarchitects.com
3. Montum Architecture, LLC
37 ER Path
Keyser, WV 26726
Tom Pritts
Phone: 304-276-7151 e-mail: tom@montumarch.com

A.4.3 - Identify one bank reference

1. First United Bank and Trust
12894 Garret Highway
Oakland, MD 21550
Brandi Rice
Phone: 301-729-2320 e-mail: brice@mybank.com

A.4.4 – Identify three subcontractor or other trade references

1. Glass Service of Cumberland, Inc. – Hoyman Painting
813 LaFayette Avenue
Cumberland, MD 21502
Dustin Hankinson
Phone: 301-777-7928 e-mail: dustin@hoymaenviron.com
2. S&S Electric
2252 Frankfort Highway
Ridgeley, WV 26753
Sean Strietbeck
Phone: 304-738-9406 e-mail: sean@ssewv.com
3. R.H. Lapp
880 Kelly Road
Cumberland, MD 21502
MaryJane Marker
Phone: 301-724-6650 e-mail: mjmarker@rhlapp.com

AIA® Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year the 16th day of August in the year 2022
(In words, indicate day, month and year.)

Sixteenth (16th) day of August in the year Two Thousand Twenty Two

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

52 1005317

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Audited Financials Available upon request

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

N/A

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

Dun and Bradstreet Number: 07 493 7822

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?
(If the answer is yes, provide an explanation.)

N/A

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

N/A

.2 been terminated for any reason except for an owners' convenience?

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

N/A

- .4 filed any lawsuits or requested arbitration regarding a construction project?

N/A

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?

N/A

- .2 had any business or professional license subjected to disciplinary action?

N/A

- .3 been penalized or fined by a state or federal environmental agency?

N/A

 **AIA**® Document A305™ – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____

(In words, indicate day, month and year.)

Sixteenth (16th) day of August Two Thousand Twenty Two

PROJECT:

(Name and location or address.)

Camp Dawson Building 215 Medical Wing Renovations
Camp Dawson, Preston County, WV

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

11521 Milnor Avenue
Cumberland, MD 21502

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contracting

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

N/A

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

October 21, 1974

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

(63) Sixty Three

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

West Virginia Contractors License - Number: WV000349 See Attached "Exhibit C" C.1.3

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

See Attached "Exhibit C" C.1.4

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Demolition, Concrete, Doors, GWB Assemblies, ACT, Specialties

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

Electrical and Mechanical

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E. See "Exhibit D"

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

\$21,595,000

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

\$13,800,000

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

\$13,785,376

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

See Attached "Exhibit D" for Projects completed within the last 5 years.

* Largest contract completed during this time was Cumberland Housing Group - Renovations of River Bend Court - \$10,226,436

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

N/A

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

See Attached "Exhibit C" C.3.3

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

See Attached "Exhibit C" C.3.4

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and Professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy. See Attached "Exhibit C" C.4.1

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis? Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name :

See Attached "Exhibit C" C.5

§ C.5.3 Surety agent name and contact information:

See Attached "Exhibit C" C.5

§ C.5.4 Total bonding capacity:

See Attached "Exhibit C" C.5

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

Unlimited

EXHIBIT C

C.1 Performance of the Work

C.1.3 – West Virginia Contractors License

C.1.4 - Key Personnel from Organization

Resumes for Project Team and Key Personnel

Project Manager - Jeremy Irons
Harbel Superintendent - Bill Harris
Harbel Safety Director - Joe Farris
Harbel Key Personnel



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV000349

CLASSIFICATION:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
MASONRY
ROOFING

HARBEL INC
DBA HARBEL INC
PO BOX 358
CUMBERLAND, MD 21501-0358

DATE ISSUED

AUGUST 02, 2022

EXPIRATION DATE

AUGUST 02, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

Jeremy G. Irons

DOB:

EDUCATION:

Allegany High School -- 2001

University of Maryland University College, BS Accounting -- 2007

EXPERIENCE:

CARL BELT, INC . / The Belt Group of Companies / Cumberland, MD

Payroll/Accountant 2007 - 2009

Project Manager/Estimator 2009 - Present

Corporate Secretary 2014 – 2016

Vice President 2017- Present

MAJOR PROJECTS:

Maryland State Highway Administration

Corona Bayard Bridge Replacement (County Engineers Association of Maryland- Award of Merit (Mid-Size Project) (2012-2013)

Education

New Keyser Primary School (2012-2013)

Union High School Renovations (2009)

Preston County High School Renovations (2010-2011)

HRDC- Seymour Street Head Start (2013)

Maysville Elementary School Phase I & II (2010 & 2014)

South Cumberland Library Renovations (2016-2017)

Higher Education

Allegany College Of Maryland- Auto Tech & Physical Plant Renovations (2011)

Frostburg State University- Bobcat Stadium Press Box (2013-2014)

Allegany College of Maryland- Tech Building Renovations (2017-2018)

Allegany College of Maryland- Tech Building Renovations Phase II (2020-2021)

Utilities

Braddock Run Sewer Upgrades Phase II & III (2014 & 2015)

Bedford Road Sewer Upgrades Phase IV-VI (2015-2019)

Bowling Green Water Distribution Phase I (2015)

Frankfort PSD- Ft. Ashby Sewer I&I (2015)

Frankfort PSD- I&I Improvements (2020)

Commercial

Grow West Medical Cannabis Production Facility (2017)

Grow West Greenhouse (2020)

Beitzel Corp. Corporate Headquarters- (2014-2015)

High Country Creamery- (2015-2016)

Timbrook Chevrolet- Keyser (2013-2014)

Government

Camp Dawson Building 246 (2020-2021)

Camp Dawson Building 301 (2021-2022)

Camp Dawson Building 245 (Current)

Historical Renovations

B'er Chayim Synagogue- Exterior Restoration (Maryland Historical Trust Award Winner- Maryland Preservation Award for Excellence in Institutional Rehabilitation) (2011-2012)

B'er Chayim Synagogue- Interior Restoration (2014-2015)

Hampshire County Building Authority- Old Sheriff's Building Renovation (2011)

Hampshire County Building Authority- Courthouse Cupola Replacement (2013)

COMMUNITY INVOLVEMENT

Cornerstone Baptist Church, Cumberland, MD

Past Chair, Allegany County Chamber of Commerce

Chair of Legislative Committee & Co-Chair Crab Feast, Allegany County Chamber of Commerce

Committee Chair- Mountain Maryland PACE Reception

Board Member, Greater Cumberland Committee

Board Member, Frostburg State University College of Business Advisory Board

Member, Western Maryland Jaycees

Executive Board (Past Vice-President), Cumberland Dapper Dan Little League

Appointed, Allegany County Commissioners Competiveness Group

Former JV Baseball Coach, Allegany High School (2004-2011)

Volunteer Coach Youth Basketball & Little League Baseball

D.O.B.:

EDUCATION:

Frostburg State University
Degree: Bachelor of Science, May 1990
Major: Accounting

**MISC. CLASSES/
SEMINARS:**

- Team Building Seminar
- Labor and Management Seminars
- Hazard Awareness Training
- First Aid/First Response
- CPR Certification (1994-present)
- Traffic Control Course
- Flagging Training Course
- Fall Protection Seminar
- Safety Programs (1994-present)

EXPERIENCE:

HARBEL, INC.
1994 – Present – Superintendent

MAJOR PROJECTS:

- Riverbend Court Renovation- Cumberland Housing Authority
- Alterations & Addition to the Petersburg Ward
- The Church of Jesus Christ of Latter-Day Saints
- Addition & Renovations to Petersburg Elementary School
- Ceiling Tile Replacement Petersburg Elementary School
- Renovations to City of Romney Swimming Pool
- Hampshire County Judicial Center
- Hampshire County Judicial Center—Second Floor Circuit Court- Phase I
- Hickory Environmental Education Center
- Romney Board of Parks & Recreation
- Gymnasium Addition Northern High School
- Garrett County Board of Education
- Third Construction Unit - Christ Lutheran Church
- Body Shop Addition / Used Car Sales Building
- Timbrook Pontiac / Cadillac
- Pollution Control Project - Brock Steel Company
- Cornerstone Baptist Church - Fellowship Hall Addition
- Interior Renovations Allegany Co. Library (Washington St.)
- Allegany County Commissioners
- Central Assembly of God - Family Life Center
- Performing Arts Center - Frostburg State University

Joseph S. Farris

D.O.B.:

EDUCATION:

West Virginia University
Bachelor of Science in Biology 1991
Post-graduate work 1991-1993

EXPERIENCE:

Carl Belt, Inc. / The Belt Group of Companies / Cumberland, MD

- Safety Advisor/Director (1993-Present)

CLASSES AND TRAINING

- ATSSA certified flagger training instructor
- JLG certified training instructor
- Certified Fork Truck Training instructor
- OSHA 10-hour instructor
- Trench/Shoring training
- First Aid/CPR certified
- Fall Protection Training and Awareness DBI/SALA
- DOT Compliance
- EPA Compliance
- Maryland SHA Maintenance of Traffic Certified
- Post Injury Management/Accident Investigation
- Workers Compensation Claim and Management
- Underground Utility Location and Safety Practices
- Confined Space and PSM compliance
- Use of Industrial Hygiene monitoring and testing equipment

CONSTRUCTION EXPERIENCE OF KEY PERSONNEL

David J. Madden - President

18 years construction experience
Manages all field personnel and equipment
President since 2013

Carl Belt, Jr. – Senior Vice President

1968 graduate of VPI in Building Construction program
51 years construction experience
Manages all office and estimating activities
Senior Vice President since 1974

Randy J. Cirillo – Vice President/Project Manager

1982 graduate of West Virginia University in Business Administration
33 years construction employment experience
Vice President of Harbel, Inc. since 1986

Mark A. Farris, Esquire - Vice President

Graduate Frostburg State University
Graduate West Virginia University College of Law
Certified Public Accountant
Employed in 1988 as Staff Accountant
Vice President since 1994

Jared Burkett – Vice President/Project Manager/Estimator

2001 Construction Management graduate of PA College of Technology
21 years construction experience
Employed in 1998 as Project Manager/Estimator
Vice President/Chief Estimator since 2009

Jason (Jay) C. Stanislawczyk – Project Manager/Estimator

1991 Civil Engineering Graduate of West Virginia University
Employed by WV Division of Highways 1992-1996
Project Manager/Estimator since 1996

Sean D. Fradiska - Vice President of Human Resources & Accounting/Treasurer

Graduate Frostburg State University
24 years construction employment experience
Vice President since 2011
Treasurer since 2017

HARBEL, INCORPORATED

Jeremy Irons - Vice President & Project Manager/Estimator

2007 Graduate of Maryland University College

10 years construction experience

Employed in 2007 as Accountant

Project Manager/Estimator since 2009

Vice President of Harbel, Inc. since 2017

David W. Snyder - Project Manager/Estimator

29 years construction experience

Employed by Maryland State Highway Association 1986-1990

Employed 1990 as Project Manager

R. Adam Sterne – Project Manager/Estimator

1995 Mechanical Engineering Graduate of Potomac State College

1996 Civil Engineering graduate of West Virginia University

23 years construction experience

Employed in 1996 as Project Manager/Estimator

William Harris – Superintendent

25 years construction experience

Construction Superintendent since 1994

EXHIBIT C

C.3 Safety Program and Record

C.3.3 – OSHA 300A Summary of work-related injuries and illnesses – Last 3 years

C.3.4 – Insurance Verification Letter - EMR Rate – Last 3 years

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Hartel, Inc. (All locations)

Street 11521 Minor Avenue

City Cumberland State MD Zip 21502

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment Information

Annual average number of employees 27

Total hours worked by all employees last year 52 773

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Vice President
Title

301-729-8900
Phone

1/7/2022
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of ... (M)	
(1) Injury	<u>0</u>
(2) Skin Disorder	<u>0</u>
(3) Respiratory Condition	<u>0</u>
(4) Poisoning	<u>0</u>
(5) Hearing Loss	<u>0</u>
(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Harbel, Inc. (All locations)

Street 11521 Milnor Avenue

City Cumberland State MD Zip 21502

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information

Annual average number of employees 26

Total hours worked by all employees last year 54,727

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Mark Stan
Company executive

Vice President
Title

301-729-8900
Phone

1/20/2021
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1216-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(8) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Harbel, Inc. (All locations)

Street 11521 Milnor Avenue

City Cumberland State MD Zip 21602

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 2 0

Employment information

Annual average number of employees 23

Total hours worked by all employees last year 46,694

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Mark [Signature]
Company executive

Vice President
Title

301-729-8900
Phone

1/22/2020
Date



CBIZ Benefits & Insurance Services

Insurance & Consulting Services
44 Baltimore Street
Cumberland, MD 21502
Phone: (301) 777-1500
Phone: (800) 624-5914
Fax: (855) 288-6106

January 31, 2022

Harbel, Inc.
Attn. Mark Farris
11521 Milnor Avenue
P. O. Box 358
Cumberland, MD 21501

RE: Experience Rating Modification Factor

Dear Mr. Farris,

Per your request, this letter will confirm the Experience Rating Modifications (ERM) for Harbel, Inc. promulgated by NCCI are as follow:

04/01/22	0.93
04/01/21	0.96
04/01/20	0.94
04/01/19	0.81
04/01/18	0.87

The insurance carrier is New Hampshire Insurance Company the A.M. Best rating is A (Excellent).

Harbel, Inc. has complied with all safety recommendations from the insurance companies' loss control department and with OSHA and SafeSat.

If you have any questions, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink that reads "Kayla McCullough".

Kayla McCullough
Sr. Account Manager
Direct: 301-784-2390
E-mail: kmccullough@cbiz.com

EXHIBIT C

C.4 Insurance

C.4.1 - Current Certificate of Insurance (Sample)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502	CONTACT NAME: Kayla D. McCullough
	PHONE (A/C, No, Ext): 301 777-1500 FAX (A/C, No): E-MAIL ADDRESS: kmccullough@cbiz.com
INSURED Harbel, Inc. 11521 Milnor Avenue P. O. Box 1210 Cumberland, MD 21502	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Union Fire Insurance Co. 19445
	INSURER B : Travelers Property Casualty Co of Am. 25674
	INSURER C : New Hampshire Insurance Co 23841
	INSURER D : Charter Oak Fire Insurance Co. 25615
	INSURER E : Sirius International Insurance Corp INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268141	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4489630	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			ZUP16N1563320NF	04/01/2022	04/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			15893631	04/01/2022	04/01/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Contractors Equip			6604041B93A	04/01/2022	04/01/2023	Leased/ Rented \$750,000
E	Pollution & Prof			CPPLS00019051	04/01/2022	04/01/2023	\$2,000,000/ \$4,000,000
B	Commercial Crime			107248652	04/15/2020	04/15/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WV Army National Guard is named as additional insured as respect General Liability and Auto Liability. Coverage for the additional insureds includes both ongoing operation and products & completed operations on a primary & non contributory basis. A waiver of subrogation is provided in favor of WV Army National Guard under all of insured's policies. (See Attached Descriptions)

CERTIFICATE HOLDER WV Army National Guard 1707 Coonskin Drive Charleston, WV 25311	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Pamela Sue</i>
--	---

This Certificate is for Sample only

DESCRIPTIONS (Continued from Page 1)

Umbrella Liability coverage follows over general liability, auto liability and workers compensation coverages.

Policy has 30 days cancellation notice, except 10 days notice for nonpayment.

SAMPLE

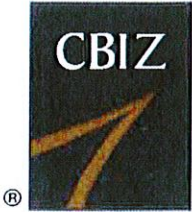
EXHIBIT C

C.5 Surety

Surety Company Name

Surety Agent and Contact Information

Total Bonding Capacity



CBIZ Benefits & Insurance Services

Insurance & Consulting Services

44 Baltimore Street
Cumberland, MD 21502
Phone: (301) 777-1500
Phone: (800) 624-5914
Fax: (855) 288-6106

January 25, 2022

Harbel, Inc.
Attn. Mark Farris
11521 Milnor Avenue
P.O. Box 358
Cumberland, MD 21501

Re: Surety Qualifications

Dear Mark,

This is to confirm that Fidelity & Deposit Company of Maryland, your Surety Bonding Company, has authorized bonds for jobs by Harbel, Inc. per project \$25,000,000 limit and total bonding capacity up to \$75,000,000.

Excess limits may be available on a per project basis with approval from Fidelity & Deposit Company of Maryland.

Fidelity & Deposit Company of Maryland is A+ (Superior) A.M. Best Rated Company.

If you require any additional information, please advise.

Sincerely,

A handwritten signature in blue ink that reads "Kayla McCullough".

Kayla McCullough
Attorney-in-Fact
Fidelity & Deposit Company of Maryland



AIA[®] Document A305[™] – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

SEE ATTACHED

HARBEL, INC.
P.O. BOX 358
CUMBERLAND, MD 21501-0358

MAJOR CONSTRUCTION PROJECTS COMPLETED IN THE LAST FIVE YEARS

<i>NAME OF PROJECT</i>	<i>OWNER / CONTRACTOR</i>	<i>ARCHITECT</i>	<i>CONTRACT AMOUNT</i>	<i>BONDING CO.</i>	<i>COMPLETION DATE</i>	<i>% SELF PERFORMED</i>
JANE FRAZIER VILLAGE LBP ABATEMENT	THE CUMBERLAND HOUSING GROUP CUMBERLAND, MD	N/A	\$ 874,658	FIDELITY	2022	30%
RENOVATION OF RIVER BEND COURT	RIVER BEND COURT, LP CUMBERLAND, MD	EADS ARCHITECTS SOMERSET, PA	\$ 10,226,436	FIDELITY	2021	40%
CAMP DAWSON BUILDING 301 RENOVATION	WEST VIRGINIA ARMY NATIONAL GUARD KINGWOOD, WV	ZMM ARCHITECTS CHARLESTON, WV	\$ 2,655,650	FIDELITY	2021	50%
CAMP DAWSON BUILDING 246	WEST VIRGINIA ARMY NATIONAL GUARD KINGWOOD, WV	ZMM ARCHITECTS	\$ 2,127,000	FIDELITY	2021	40%
ALLEGANY COLLEGE TECHNOLOGY PHASE II	ALLEGANY COLLEGE OF MARYLAND CUMBERLAND, MD	MURPHY AND DIFFINHAUER BALTIMORE, MD	\$ 7,167,523	FIDELITY	2021	55%
SAVAGE MOUNTAIN YOUTH CENTER DORM SPRINKLER	MARYLAND DEPARTMENT OF GENERAL SERVICES BALTIMORE, MD	MS ENGINEERS, INC COLUMBIA, MD	\$ 659,680	FIDELITY	2021	50%
BROCK SELF-STORAGE	GAP SELF STORAGE	BETCO STATESVILLE, NC	\$ 298,840	FIDELITY	2021	100%
SOUTHERN HIGH SCHOOL FAÇADE RENOVATION	GARRETT COUNTY BOARD OF EDUCATION OAKLAND, MD	BUSHEY FEIGHT MORIN ARCHITECTS HAGERSTOWN, MD	\$ 2,032,721	FIDELITY	2020	75%
BERKELEY SPRINGS OLD ROMAN BATHHOUSE RENOVATIONS	WEST VIRGINIA DIVISION OF NATURAL RESOURCES SOUTH CHARLESTON, WV	MONTUM ARCHITECTURE KEYSER, WV	\$ 1,064,526	FIDELITY	2020	55%
ALLEGANY COUNTY ANIMAL SHELTER NEW DOG ADOPTION BUILDING	ALLEGANY COUNTY ANIMAL SHELTER CUMBERLAND, MD	EADS GROUP SOMERSET, PA	\$ 707,753	N/A	2020	60%
GREEN SPRING WATER TREATMENT PLANT IMPROVEMENTS	CENTRAL HAMPSHIRE PSD AUGUSTA, WV	CERRONE ASSOCIATES, INC. WHEELING, WV	\$ 875,990	FIDELITY	2020	60%
PRESERVATION AND MINOR REHAB OF BRIDGES, RETAINING WALLS AND CULVERTS IN DISTRICT 6	STATE HIGHWAY ADMINISTRATION LAVALE, MD	STATE HIGHWAY ADMINISTRATION BALTIMORE, MD	\$ 1,849,090	FIDELITY	2020	95%
SOUTHERN HS VESTIBULE UPGRADES	GARRETT COUNTY PUBLIC SCHOOLS OAKLAND, MD	BUSHEY FEIGHT ARCHITECTS HAGERSTOWN, MD	\$ 256,664	FIDELITY	2020	45%
YOUGH GLADE SECURITY VESTIBULE UPGRADES	GARRETT COUNTY PUBLIC SCHOOLS OAKLAND, MD	BUSHEY FEIGHT ARCHITECTS HAGERSTOWN, MD	\$ 159,650	FIDELITY	2020	30%
WILLIAMSPORT SCHOOL WATERLINE REPLACEMENT	WASHINGTON COUNTY PUBLIC SCHOOLS HAGERSTOWN, MD	KIBART, INC. TOWSON, MD	\$ 173,334	FIDELITY	2020	20%
ACCIDENT SECURITY VESTIBULE	GARRETT COUNTY PUBLIC SCHOOLS OAKLAND, MD	BUSHEY FEIGHT ARCHITECTS HAGERSTOWN, MD	\$ 233,135	FIDELITY	2020	30%
E. RUSSELL HICKS MIDDLE SCHOOL HVAC	BOARD OF EDUCATION OF WASHINGTON COUNTY HAGERSTOWN, MD	BUSHEY FEIGHT ARCHITECTS HAGERSTOWN, MD	\$ 594,733	FIDELITY	2019	25%

HARBEL, INC.
P.O. BOX 358
CUMBERLAND, MD 21501-0358

MAJOR CONSTRUCTION PROJECTS COMPLETED IN THE LAST FIVE YEARS

<i>NAME OF PROJECT</i>	<i>OWNER / CONTRACTOR</i>	<i>ARCHITECT</i>	<i>CONTRACT AMOUNT</i>	<i>BONDING CO.</i>	<i>COMPLETION DATE</i>	<i>% SELF PERFORMED</i>
SOUTH BRANCH CAREER AND TECHNICAL CENTER BUILDING RENOVATIONS AND SITE IMPROVEMENTS	SOUTH BRANCH CAREER & TECHNICAL CENTER PETERSBURG, WV	WILLIAMSON SHRIVER ARCHITECTS, INC. CHARLESTON, WV	\$ 341,489	FIDELITY	2019	60%
MAKERSPACE BUILDING RENOVATIONS FOR ALLEGANY COUNTY	ALLEGANY COUNTY COMMISSIONERS CUMBERLAND, MD	EADS ARCHITECTS SOMERSET, PA	\$ 2,150,000	FIDELITY	2019	55%
RENOVATIONS TO WHITE OAKS FIRST UNITED BANK	FIRST UNITED BANK & TRUST KEYSER, WV	SGS ARCHITECTS CARLSLE, PA	\$ 246,500	N/A	2019	80%
DISTRICT II OFFICE NECROPSY LAB CONSTRUCTION	WEST VIRGINIA DIVISION OF NATURAL RESOURCES SOUTH CHARLESTON, WV	MONTUM ARCHITECTURE KEYSER, WV	\$ 201,150	FIDELITY	2019	65%
ALLEGANY COLLEGE - TECHNOLOGY BUILDING RENOVATIONS	ALLEGANY COLLEGE OF MARYLAND CUMBERLAND, MD	MURPHY & DITTENHAFFER ARCHITECTS BALTIMORE, MD	\$ 3,596,300	FIDELITY	2019	55%
GARRETT COLLEGE STEM FACILITY	GARRETT COLLEGE BOARD OF TRUSTEES MCHENRY, MD	GRIMM & PARKER ARCHITECTURE, INC. CALVERTON, MD	\$ 6,621,000	FIDELITY	2019	60%
HANCOCK SCHOOL HVAC RENOVATIONS	BOARD OF EDUCATION WASHINGTON CO. HAGERSTOWN, MD	GIPE ASSOCIATES, INC. TOWSON, MD	\$ 2,590,000	FIDELITY	2018	25%
FOUNTAINDALE SCHOOL HVAC RENOVATIONS	BOARD OF EDUCATION WASHINGTON COUNTY	GIPE ASSOCIATES	\$ 2,745,000	FIDELITY	2018	25%



AIA[®] Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount	Contract Amount	Contract Amount	Contract Amount
	Completion Date	Completion Date	Completion Date	Completion Date
	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				

 **AIA** Document G705™ – 2001**List of Subcontractors**

PROJECT: *(Name and address)*

Camp Dawson Building 215 Medical Wing Renovations
Camp Dawson, Preston County, WV

DATE: 08/16/2022**TO ARCHITECT:** *(Name and address)*

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

ARCHITECT'S PROJECT NUMBER:
2201037**FROM CONTRACTOR:** *(Name and address)*

Harbel, Inc.
11521 Milnor Ave./ P.O. Box 0358
Cumberland, MD 21501-0358

CONTRACTOR'S PROJECT NUMBER:

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name	Address/Phone	Superintendent
George R. Smalley Co., Inc.	79 Atlas Rd, Hopwood, PA 15445 Phone: (724) 437-1927	Bob Higson
Hranec Corp.	763 PA-21, Uniontown, PA 15401 Phone : (724) 437-2211	Chris Dutkewycz

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Harbel, Inc.
_____ of Cumberland, Maryland, as Principal, and Fidelity and Deposit Company of
Maryland of Cumberland, Maryland, a corporation organized and existing under the laws of the State of _____
Maryland with its principal office in the City of Owings Mills, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Bid Amount (\$ 5% of Total Bid Amount) 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
CRFQ 0603 ADJ2300000001 Camp Dawson Bldg. 215 Medical Wing Renovations

NOW THEREFORE,

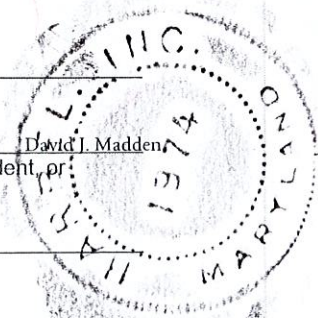
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 16th day of August, 2022.

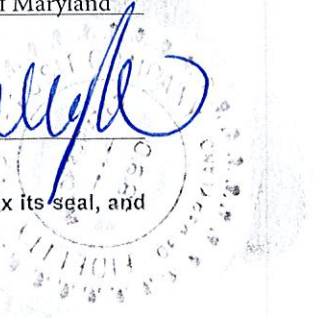
Principal Seal

Harbel, Inc.
(Name of Principal)
By David J. Madden David J. Madden
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)



Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)
Kayla MacCullough
Attorney-in-Fact



Jeffery D. Wall
WV Countersignature

**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.**

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

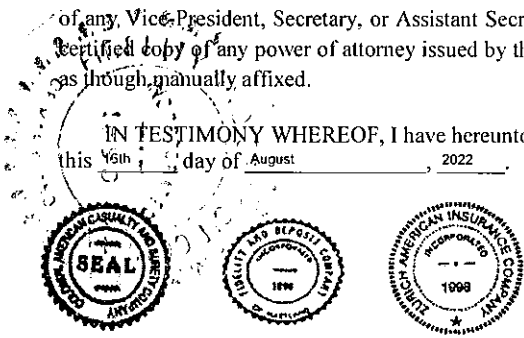
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a ~~certified copy~~ of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of August, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael FETCHERO, Brian E. MCCLOSKEY, Marla K. MAYLES, Edward R. SEWARD, Lisa WINCHESTER, Shelley MCCABE, Kayla D. MCCULLOUGH, Chelsea L. MARTIN, Aaron N. SMITH, Letha LOMBARDI and Lori CELANO**, all of **Cumberland, Maryland**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of September, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

WV Jobs Act Affidavit

West Virginia Code §12-1C states:

(a) 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.

(b) Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

(c) If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division 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 either oral or 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.

Definitions:

(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) (A) 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;

(B) 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 authority" means any officer, board, commission or agency of the State of West Virginia and its subdivisions, including counties and municipalities.

WV Army National Guard – Building 215 Medical Wing Renovations

Further, the economic grant committee, economic development authority, infrastructure and jobs development council and School Building Authority shall be required to comply with the provisions of this article for loans, grants or bonds provided for public improvement construction projects;

(6) 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.

Applicability and Reporting:

(a) This article applies to expenditures for construction projects by any public authority for public improvements as defined by this article.

(b) For public improvement projects let pursuant to this article, the public authority shall file, or require an employer as defined in section two of this article to file, with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to article five-a of this chapter, or other comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation.

(c) The Division of Labor shall compile the information required by this section and submit it annually to the Joint Committee on Government and Finance by the fifteenth day of October. The joint committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this article.

(d) Each public authority has the duty to implement the reporting requirements of this article. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this article.

(e) The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in section six of this article and transmittal of data to the Joint Committee on Government and Finance.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties intend to comply with the requirements of WV Code Article 21-1C.

Vendor's Name Harbel, Inc.

Authorized Signature  Date 8/16/2022

David J. Madden, President

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Harbel, Inc. Address: 11521 Milnor Avenue, P.O. Box 0358
Cumberland, MD 21501-0358

Name of Authorized Agent: David J. Madden Address: P.O. Box 0358, Cumberland, MD 21501-0358

Contract Number: CRFQ 0603 ADJ2300000001 Contract Description: Camp Dawson Bldg. 215 Medical Wing Renovations

Governmental agency awarding contract: West Virginia Army National Guard

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.

George R. Smalley, Co., Inc.
Hranec Corp.

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: *D. J. Madden* Date Signed: 08/16/2022

Notary Verification

State of Maryland, County of Allegany:

I, David J. Madden, Harbel, Inc., President, 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 16th day of August, 2022.

Jennifer L. Wilson Jennifer L. Wilson
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

JENNIFER L. WILSON
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
MY COMMISSION EXPIRES ~~MAY 8, 2023~~ APRIL 8, 2018



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

I, David J. Madden, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Harbel, Inc.; and,
(Company Name)
- 2. I do hereby attest that Harbel, Inc.
(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: David J. Madden

Signature: *David J. Madden*

Title: President

Company Name: Harbel, Inc.

Date: 08/16/2022

MARYLAND
STATE OF ~~WEST VIRGINIA~~

COUNTY OF Allegany, TO-WIT:

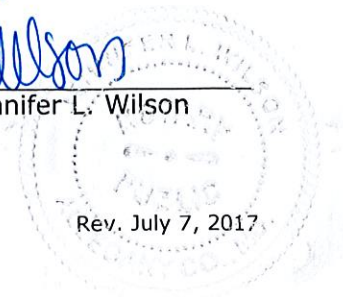
Taken, subscribed and sworn to before me this 16th day of August, 2022.

By Commission expires May 08, 2023

(Seal)

**JENNIFER L. WILSON
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
MY COMMISSION EXPIRES MAY 8, 2023**

Jennifer L. Wilson
(Notary Public) Jennifer L. Wilson



**LOW BIDDER'S FINANCIAL RESPONSIBILITY
AFFIDAVIT**

State of Maryland

County of Allegany

The undersigned Chief Executive Officer (or local manager or executive when your Company operates in more than one State) of Harbel, Inc. (the "Company"), swear under penalty of perjury, that the following statements are true:

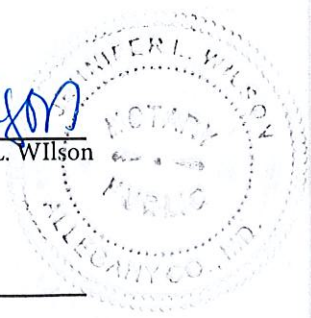
1. The Company is current in all of its tax payments, including federal withholding taxes, except as disclosed in writing in an attachment to this affidavit.
2. There are no liens filed by the Company's subcontractors or suppliers, regardless of tier, on the Company's projects in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
3. During the last three (3) years, no Owner or Owner's representative has given the Company notice of default with respect to any Project in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
4. The Company's surety bonding company has an A.M. Best rating of A- or higher, except as disclosed in writing in an attachment to this affidavit.
5. He or she is not aware of any claim, potential claim, liability, or potential liability that could adversely affect the ability of the Company to complete the Owner's project, except as disclosed in writing in an attachment to this affidavit.

David J. Madden
 Signature David J. Madden
 President

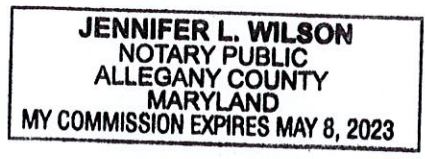
08/16/2022
 Date

Sworn to before me, a notary public, by David J. Madden / Harbel, Inc., President
 on 16th day of August 2022.

Jennifer L. Wilson
 Notary Public Jennifer L. Wilson



My Commission Expires:
May 8, 2023



No Debt Affidavit

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article 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 as defined in this section and the debt owed is amount greater than five thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit, violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional accrued thereon;

“Debtor” means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions;

“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.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's 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.

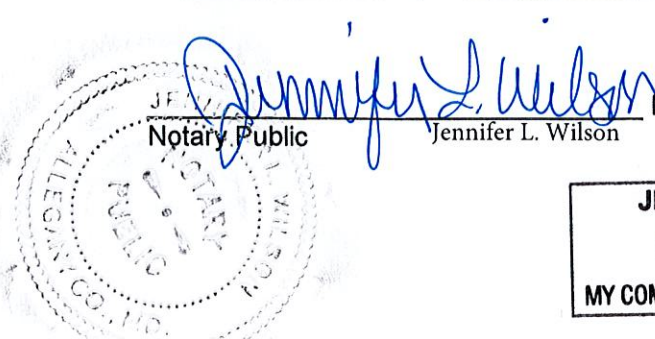
Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Harbel, Inc.

Authorized Signature *D. J. Madden* Date 08/16/2022

Sworn to before me, a notary public, by David J. Madden / Harbel, Inc., President

on 16th day of August 2022.



Jennifer L. Wilson My Commission Expires: May 8, 2023
Notary Public Jennifer L. Wilson

JENNIFER L. WILSON
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
MY COMMISSION EXPIRES MAY 8, 2023

No Debt Affidavit