



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

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 2044986

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: 5 STAR CONTRACTING INC

Alias/DBA:

Total Bid: \$109,891.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2700000017

Published Date: 9/9/26

Close Date: 9/15/26

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: 2044986
Solicitation Description: Camp Dawson - Transient Lot Drainage
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-09-15 13:30	SR 0603 ESR09092600000001902	1

VENDOR
VS0000020958
5 STAR CONTRACTING INC

Solicitation Number: CRFQ 0603 ADJ2700000017
Total Bid: 109891
Response Date: 2026-09-09
Response Time: 10:34:54
Comments:

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

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	install sufficient drainage for the new transient motor pool				109891.00

Comm Code	Manufacturer	Specification	Model #
30111500			

Commodity Line Comments: Bidding sheets submitted for Transient lot - Soliciation 17. Documents online have 18 listed at the top.

Extended Description:

install sufficient drainage for the new transient motor pool

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2700000017

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)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☒ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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.

5 Star Contracting inc

Company

Charles Han

Authorized Signature

9-9-2026

Date

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

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.

(Printed Name and Title) Trevin Horn

(Address) PO box 326, Kermit WV 25674

(Phone Number) / (Fax Number) 304-928-5192

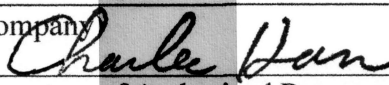
(email address) 5star@horngroup.us

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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

5 Star Contracting INC

(Company)


(Signature of Authorized Representative)

Charles Horn, President

(Printed Name and Title of Authorized Representative) (Date)

304-928-0598 09/08/2026

(Phone Number) (Fax Number)

5star@horngroup.us

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ27*18
Operations Building Sidewalk and Road Repair

WV Army National Guard
Construction & Facilities Management Office
1707 Coonskin Drive
Attn: Accounts Payable
Charleston WV 25311

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 11.1. Vendor **must identify** principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2. Vendor **will be responsible** for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor **shall notify** Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone **performing** under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor **shall inform** all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Trevin Horn

Telephone Number: 304-928-5192

Fax Number: _____

Email Address: 5star@horngroup.us

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

REQUEST FOR QUOTATION – CRFQ ADJ27*18 17
Operations Building Sidewalk and Road Repair

EXHIBIT A – Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMOVAL
OF EXISTING SPALLED CONCRETES, PREPPING THE SUB-BASE, AND POURING
CONCRETE AS SPECIFIED IN THE SCOPE OF WORK

BID FORM

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

5 Star Contracting INC

BIDDER COMPANY NAME: _____

VENDOR ADDRESS: PO Box 326, Kermit WV 25674

TELEPHONE: 304-928-5192

FAX NUMBER: _____

WV CONTRACTOR'S WV045515
LICENSE No: _____

CONTRACT OVERALL TOTAL COST:BASE BID FOR THE removal of existing spalled
concretes, prepping the sub-base, and pouring concrete as specified in the Scope of Work at Camp
Dawson, Kingwood, WV per the attached specifications.

✕ One hundred nine thousand eight hundred ninety one dollars and 00/100 ✕

(\$ \$ 109,891.00) *** (Contract bid to be written in words and number.)

Failure to use bid form may result in bid disqualification.

Signature: Charles Horn Date: 09/08/2026

Name: Charles Horn

Title: President



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

I, Charles Horn, after being first duly sworn, depose and state as follows:

1. I am an employee of 5 Star Contracting; and,
 (Company Name)
2. I do hereby attest that 5 Star Contracting
 (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: Charles Horn

Signature: Charles Horn

Title: President

Company Name: 5 Star Contracting

Date: 09/09/2026

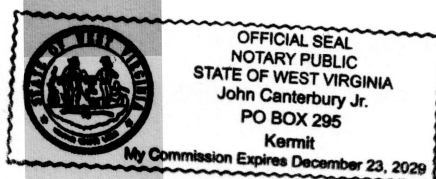
STATE OF WEST VIRGINIA,

COUNTY OF Mingo, TO-WIT:

Taken, subscribed and sworn to before me this 9th day of September, 2026.

By Commission expires December 23, 2029

(Seal)



John Canterbury Jr.
 (Notary Public)

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: 5 Star Contracting

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

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

Attach additional pages if necessary

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, 5 Star Contracting Inc.
of Kermit, West Virginia, as Principal, and Merchants National Bonding, Inc.
of Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa
with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5 % of Bid) 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
West Virginia Army National Guard Camp Dawson - Transient Lot Drainage

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 9th day of September, 2026.

Principal Seal



Surety Seal

5 Star Contracting Inc.
(Name of Principal)
By Charles Dan
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Merchants National Bonding, Inc.
(Name of Surety)
Melissa Ray
Melissa Ray Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons **By These Presents**, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James T Smith; Jason D Cromwell; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; Melissa Ray; Michael Ocasio; Raymond M Hundley; Susan Ritter; Suzanna Knight; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 2nd day of June, 2025.



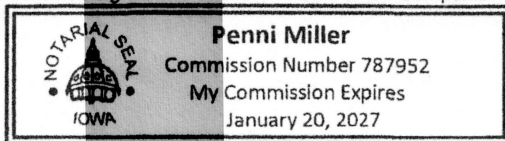
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

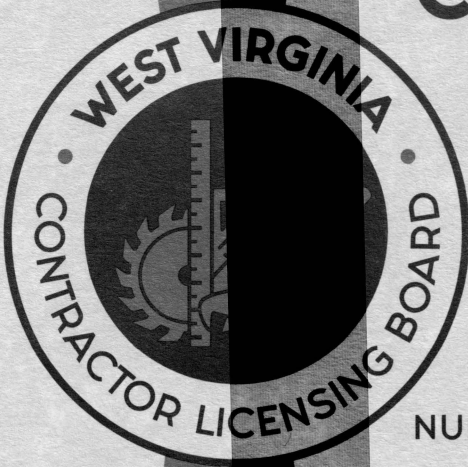
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of September, 2026



Secretary



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV045515

CLASSIFICATION:

GENERAL ENGINEERING
SPECIALTY
FINISHED CARPENTRY
ROOFING
PRESSURE WASHING/SANDBLASTING

5 STAR CONTRACTING INC
PO BOX 326
KERMIT, WV 25674

DATE ISSUED

EXPIRATION DATE

JANUARY 6, 2026

JANUARY 6, 2027

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



**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.