# EXHIBIT A - PRICING PAGE French Creek WV State Wildlife Center I & E Building Roof Replacement

Name of Vendor:	Trl-State Roofing and Sheet Metal Company						
Address of Vendor:	1651 Blue Horizon Drive, Morgantown, WV 26501						
Phone Number of Vendor:	304-328-5244						
WV Contractors License No.	WV053078						
affecting the cost of the wordrawings, and specification	ng examined the site and being familiar with the local conditions rk and also being familiar with the general conditions to vendors, as, hereby proposes to furnish all materials, equipment, and labor temanlike manner, as described in the Bidding documents.						
vents, and any damaged sheat E building, including all incid and the Specifications/Project containing roof mastic are pre- and abatement of the material bid will also account for 192 s	removing and replacing existing shingles, underlayment, drip edge, roof thing/boards (as approved by Owner) on the WV State Wildlife Center I & lental labor and materials, as more fully described in these specifications Manual. Additionally, approximately six square feet of asbestossent on the existing roof. Contractor is responsible for the proper removal, in accordance with all applicable codes, laws, and regulations. The base quare feet of new plywood (to match existing) to replace any existing fall items shall be summarized as the Total Base Bid in the space						
Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.							
Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.	TWENTY FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS						

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.

Jonathan P. Bornak, Vice President

(Name, Title)
Jonathan P. Bornak, Vice President

(Printed Name and Title)
1651 Blue Horizon Drive

(Address)
304-328-5244 / 304-328-5248

(Phone Number) / (Fax Number)
jbornak@tri-stateservice.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Jonathan P. Bornak, Vice President

(Authorized Signature) (Representative Name, Title)

Jonathan P. Bornak, Vice President

(Printed Name and Title of Authorized Representative)

3/29/18

(Date)

304-328-5244 / 304-328-5248

(Phone Number) (Fax Number)

Tri-State Roofing and Sheet Metal Company

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNR1800000042

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 recei	ved)				
<ul> <li>✓ Addendum No. 1</li> <li>✓ Addendum No. 2</li> <li>✓ Addendum No. 3</li> <li>✓ Addendum No. 4</li> <li>✓ Addendum No. 5</li> </ul>	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10				
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.					
Tri-State Roofing and Sheet Metal Company					
Company					
Authorized Signature 3/29/18					
Date					

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



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

STATE OF WEST VIRGINIA,						
COUNTY OF Monongalia TO-WIT:						
Jonathan P. Bornak , after being first duly sworn, depose and state as follows:						
I am an employee of						
I do hereby attest that Tri-State Roofing and Sheet Metal Company (Company Name)						
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.						
The above statements are sworn to under the penalty of perjury.						
Printed Name:  Signature:  Vice President  Title:  Tri-State Roofing and Sheet Metal Company  Date:  3/29/18						
Taken, subscribed and sworn to before me thisday of						
By Commission expires January 30 2031						
(Seal) (Notary Public)						
OFFICIAL SEAL NOTARY PUBLIC, STATE OF WEST VIRGINIA Jessicah L. Fleming Thi-State Roofing & Sheet Metal Co. PO Box 4255, Morgantown, WV 26504 My Commission Explines January 30, 2021						

# STATE OF WEST VIRGINIA **Purchasing Division**

# **PURCHASING AFFIDAVIT**

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

ALL OTHER CONTRACTS: Under W. Va. Code §6A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### DEFINITIONS:

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

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

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

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

## WITNESS THE FOLLOWING SIGNATURE: Tri-State Roofing and Sheet Metal Company Vendor's Name: 2/22/18 Date: Authorized Signature: State of \_\_\_\_\_West Virginia County of Monongalla to-wit: Taken, subscribed, and swom to before me this 29th day of March <sub>20</sub>18 My Commission expires Januaru **NOTARY PUBLIC AFFIX SEAL HERE** Purchasing Affidavit (Revised 07/07/2017)

OFFICIAL SEAL NOTARY PUBLIC, STATE OF WEST VIRGINIA Jessicah L. Fleming Tri-State Roofing & Sheet Metal Co. PO Box 4255, Morgantown, WV 28504 My Commission Expires January 30, 2021

Agency DNR	
REQ.P.O# DNR1800000042	

# **BID BOND**

		ersigned. Tri - State Roofing and Sheet Metal Company
		, as Principal, and Travelers Casualty and Surety
Company of of 119 Virginia S	treet W. Charleston WV 25302 corp	poration organized and existing under the laws of the State of
America Connecticut with its prin	cipal office in the City of Hartford	as Surely, are held and firmly bound unto the State
		(\$_5%) 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	nhown abligation is a sub-that whereas th	e Principal has submitted to the Purchasing Section of the
	-	o and made a part hereof, to enter into a contract in writing for
		ent at the French Creek Wildlife Center
according to plans and spe	ecifications.	
NOW THEREFORE,		
hereto and shall furnish any ot agreement created by the acce	e accepted and the Principal shall enter her bonds and insurance required by the eptance of said bid, then this obligation s y understood and agreed that the liability	into a contract in accordance with the bid or proposal attached a bid or proposal, and shall in all other respects perform the shall be null and void, otherwise this obligation shall remain in full of the Surety for any and all claims hereunder shall, in no event.
	_	
		es that the obligations of said Surety and its bond shall be in no
way impaired or affected by an waive notice of any such exten		Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHERE	OF, Principal and Surety have hereunto	set their hands and seals, and such of them as are corporations
have caused their corporate se	als to be affixed hereunto and these pre	sents to be signed by their proper officers, this
29th day of March	. 20 <u>18</u> .	
Principal Corporate Seal		Tri - State Roofing and Sheet Metal Company (Name of Principal)
		(Must be President or
		Vice President
		Vice President
		(Title)
Surety Corporate Seal		Travelers Casualty and Surety Company of Amer (Name of Surety)
		Shella Midkiff  Attorney-in-Fact  Attorney-in-Fact
IMPORTANT – Surety executing and a power of attorney must be	g bonds must be licensed in West Virgin a attached.	ia to transact surety insurance. Corporate seals must be affixed.



### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

231511

Certificate No. 007418977

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of lowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ross E. Johnson, Patrick B. Kee, Beverly A. Holstine, Sheila Midkiff, Taylor R. Johnson, and Bradley P. Bobersky

of the City ofCharleston	n	State of	West Virginia	, t	heir true and lawfu	l Attorney(s)-in-Fact	
each in their separate capacity if a							
other writings obligatory in the n						g the performance of	
contracts and executing or guaran	teering points and undertakti	gs required or permitted	in any actions or pro-	reedings allowed r	y tarw.		
IN WITNESS WHEREOF, the C	Companies have caused this	instrument to be signed.	and their corporate se	als to be hereto afí	fixed, this	23rd	
day of October	. 2017						
Furnington Casualty Company Fidelity and Guaranty Insurance Company				St. Paul Mercury Insurance Company			
	Fidelity and Guaranty In	•		Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America			
St. Paul Fire and Marine Insurance Company United States Fidelity and Guaranty Comp					•		
	St. Paul Guardian Insura	ince Company					
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		and distances in the second se		•••	THE PERSON NAMED IN	NII -	
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				177	1 124/		
State of Connecticut	53		By:	700	July Vy		
City of Hartford ss.				Robert L. Rane	y. Senior Vice Preside	110	
On this the 23rd d	ay of October	. 2017	before me personally	appeared Robert i	L. Rancy, who ackn	owledged himself to	
be the Senior Vice President of Par	mington Casualty Company	. Fidelity and Guaranty I	nsurance Company, F	idelity and Guaran	ty Insurance Under	writers, Inc., St. Paul	
Fire and Marine Insurance Compact Casualty and Surety Company of a	ny, St. Paul Guardian Insura Amarica, and United Sura	nce Company, St. Paul N	tercury Insurance Con	mpany. Travelers (	lasualty and Surety	Company, Travelers	
instrument for the purposes therein					ionzeu so io uo, ex	ecuted the toregoing	
		•					
		C.TETON					

58440-5-16 Printed in U.S.A.

In Witness Wherenf, I bereunto set my band and official seal, My Commission expires the 30th day of Inne, 2021.