



**State of West Virginia
Request For Quotation
Construction**

Procurement Folder : 715708

Document Description : Tomlinson Run State Park - Bathhouse Roof Rehabilitation

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-04-20	2020-06-02 13:30:00	ARFQ 0310 DNR2000000051	1	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Signature X *Jessica Craft* FEIN # DATE *6/1/2020*

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids for the removal and replacement of roofing system for bathhouse at Tomlinson Run State Park.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TOMLINSON RUN STATE PARK 84 OSAGE RD NEW MANCHESTER WV 26056 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Bathhouse Roof Rehabilitation				

Commodity Code	Manufacturer	Model #	Specification
72152601			

Extended Description
 Bathhouse Roof Rehabilitation

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Non-Mandatory Pre-Bid 11am - 1pm, ET	2020-05-13
2	Technical Question Deadline 9:00am, ET	2020-05-15

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



West Virginia Division of Natural Resources

**INSTRUCTIONS TO VENDORS
&
AGENCY TERMS AND CONDITIONS**

INSTRUCTIONS

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 a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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 **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

Tomlinson Run State Park
3391 Veteran's Blvd, New Cumberland, WV
(meet at the first pavilion in the Park)
05/13/2020 at 11:00am till 1:00 pm
See Supplemental Covid 19 Pre-Bid Statement

A **MANDATORY** pre-bid meeting will be held at the following place and time:

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer 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 the provision must occur prior to performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five (5) 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 Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: 05/15/20 at 9:00am, ET

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Mr. Jamie Adkins
South Charleston, WV 25303
Fax: (304) 558-2165
Email: jamie.h.adkins@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 Property and Procurement Office is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

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

SEALED BID:

BUYER: Mr. Jamie Adkins

SOLICITATION NUMBER: ARFQ DNR20*51

BID CLOSING DATE: 06/02/20

BIDCLOSING TIME: 1:30pm ET

FAX NUMBER: 304-558-2165

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

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

BID TYPE:

Technical

Cost

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

Bid Opening Date and Time: 06/02/20 at 1:30pm ET

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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 Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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 Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 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. Code R. § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office 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 Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer 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 Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1. f. and §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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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



DIVISION OF NATURAL RESOURCES
PLANNING, ENGINEERING AND MAINTENANCE
324 4th Avenue
South Charleston, West Virginia 25303-1228
Telephone 304-558-2764
Fax 304-558-0077

Stephen S. McDaniel, Director

To: Construction Project Vendors

From: Bradley S. Leslie, PE
WVDNR Chief Engineer

**Re: Supplemental Covid-19 Pre-Bid Statement/
Temporary Procedures Regarding Pre-Bid Meetings**

Date: March 16, 2020

The following procedures will be followed for Pre-Bid Meetings until further notice as a precaution against the spread of Covid-19.

All pre-bid meetings will be non-mandatory.

Contractors will have a period of time, detailed in the Agency Terms and Conditions, to view the project site.

The Agency will have representatives available to ensure access to any areas not normally available to the public and necessary to be viewed.

There will be no formal meeting portion of the project and no representative from the project architect or engineer will necessarily be available at the meeting.

All information necessary to place a bid is contained in the documents provided in the solicitation. If there are any questions about the act of placing a bid, vendors are directed to contact the procurement office referenced in the Agency Terms and Conditions.

Any questions regarding the technical portion of the project or the project plans and specifications should be forwarded to the procurement office as directed in the Agency Terms and Conditions.

Vendors should take any precautions they deem necessary to protect themselves or their employees.

AGENCY TERMS & CONDITIONS

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

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

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"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.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"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.

- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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. 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 month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, Property and Procurement Office 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 (1) 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 90 days.

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

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open-End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. EMERGENCY PURCHASES: The Chief Procurement Officer 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 Chief Procurement Officer, 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 below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office 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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000

Automobile Liability Insurance in at least an amount of: \$500,000

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the

Contract _____
 Other _____

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

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

10 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:

_____ \$250 _____ for for each calendar day beyond the contract date

Liquidated Damages Contained in the Specifications

11. 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.

12. 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.

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

14. 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 or through the state designated credit cards.)

15. 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.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the

solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. 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.

18. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

20. 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.

21. 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.

22. 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.

23. 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 Property and Procurement Office 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 Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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 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.

26. 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 Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.

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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

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

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

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

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

40. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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.

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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 amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or

steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward 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.

SECTION 2 - MATERIALS

2.1 SUMMARY

- A. Provide shingles and components, ridge vents, underlayment, flashing, attachments, vent boots, etc. as needed for a complete and proper installation.

2.2 QUALITY ASSURANCE

- A. The Contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.
- B. The Contractor shall provide any or all certifications, licenses, and labor necessary to assure obtaining the warranty.
- C. The Contractor has the responsibility to protect the Owner's property and the property of others from damage due to weather or construction activities. The Contractor shall make any necessary provisions to prevent rain or other inclement weather from entering the structure. Any damage caused from replacing the roof shall be the responsibility of the Contractor to repair/replace with acceptance by the WV DNR.
- D. Contractor is responsible for protecting the building and its contents from moisture, dust, etc. entering the building due to this Work. Any issues resulting from areas being unprotected will be the responsibility of the contractor.
- E. Be cautious of utility lines, etc. Contractor is responsible for any damages or loss of power caused by this roofing Work. If lines need disconnected, and the Park is in need of these utilities at time of construction, the contractor will be responsible for providing temporary provisions approved by the Park.
- F. The bathhouse is closed down for the season, but safety is still important as the grounds are open to the public. The work areas must be flagged, fenced, and/or taped off where no foot traffic may be inside the Work area. Provide proper signage. Clean up of nails, shingles, etc. must be thorough and done at the end of each workday. Contractor is responsible for providing their own dumpster.

2.3. INSPECTIONS

- A. The authorized representatives and agents of the Division of Natural Resources shall be permitted to inspect all work, materials, payroll records of personnel, invoices of materials, and other relevant data and records.

2.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.
- B. Use extreme care in off- loading of materials to prevent damage of materials and surrounding property.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Shield ROOFING & Construction LLC
Contractor's License No.: WV- 051118

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 Property and Procurement Office 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 (1) 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 Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. 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 W. Va. Code will be governed by the attached AIS 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 contract. 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 W. Va. Code § 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 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.

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 part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____ . Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

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

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.

Jessica Craft - Commercial Coordinator
(Name, Title)

JESSICA Craft - Commercial Coordinator
(Printed Name and Title)

739 Co. Rd. 1 SOUTH POINT, OH 45680
(Address)

(304) 730-5744 / 877.298.9294
(Phone Number) / (Fax Number)

jcraft @ shieldroofing.biz
(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.

Shield Roofing & Construction LLC
(Company)

Jessica Craft - Commercial Coordinator
(Authorized Signature) (Representative Name, Title)

JESSICA Craft - Commercial Coordinator
(Printed Name and Title of Authorized Representative)

6/1/2020
(Date)

(304) 730-5744 / 877.298.9294
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Shield ROOFING & Construction LLC
Company

Jessica Craft
Authorized Signature

6/1/2020
Date

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

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract to replace the shingled roof on a one story pool bathhouse with a footprint of approximately 4,500 square feet located at Tomlinson Run State Park.

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.

1. **"Construction Services"** means preparation, paving and incidentals associated with paving areas within the Park as more fully described in these specifications and the Project Manual.

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.

3. **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Natural Resources.

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:

1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] 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.

6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.

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

8. PROJECT PLANS: Copies of the project plans can be obtained on WV Oasis or by contacting the entity identified below.

Rebecca Westfall
WV DNR
Parks & Recreation Division
Rebecca.Westfall@wv.gov
304-380-2760

Digital copies of bid documents are provided at no cost.

9. 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.

10. 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:

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

11. MISCELLANEOUS:

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: JESSICA Craft

Telephone Number: (304) 730-5744

Fax Number: (877) 298-9294

Email Address: jcrafft@shieldroofing.biz

SECTION 1 - SUMMARY

1.1 PROJECT

- A. Project Name: Pool Bathhouse Roof Replacement for Tomlinson Run State Park
- B. Location: Tomlinson Run State Park, 3391 Veteran's Blvd, New Cumberland, WV
- C. Owner's Name: West Virginia Department of Natural Resources (WV DNR).
- D. The project generally consists of replacing the existing shingles, underlayment, and any damaged tongue and groove sheathing/boards on a 1 story bathhouse.
- E. The is a prevailing-wage project.

1.2 SCOPE OF WORK

- A. Properly remove and dispose of all existing shingles, ridge vents, sky lights, roofing felt, nails, abandoned boots/vents, any damaged sheathing, and other roofing debris. Remove any and all debris due to this Work from the Park.
- B. Install a new asphalt shingle roof system, fascia, soffit, drip edge, roof boots, and ridge vents on the pool bathhouse.
- C. Furnish any incidental work, materials, product, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.
- D. Allow for furnishing and installing 200 square feet of sheathing (thickness and quality to match existing) to replace any damaged areas under the shingles.
- E. Furnish and install structural timbers and sheathing to fill in areas where sky lights were removed. Sheathing to match existing.
- F. Replace any damaged wood fascia and soffit. Furnish and install vinyl soffit and aluminum fascia over all wood fascia and soffit. Provide color samples.
- G. Provide a unit price for each 10 square feet of sheathing (thickness and quality to match existing) beyond the 200 square feet allowed in the base bid.

1.3 INSTALLATION

- A. The contractor shall furnish all labor, equipment, and materials to perform the work.
- B. Installation shall be in accordance with all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the Work. Comply with the provisions contained in the International Building Codes.
- C. Contractor is responsible for any permits required.
- D. Step flashing shall be installed where roof meets roof vents, etc.
- E. Pneumatic air nailing is permitted. Follow OSHA guidelines.
- F. The starter course shall be minimum 36-inch underlayment. Underlayment shall continue to 106" from bottom edge.
- G. Provide California one cut in valleys. Use ice & water in valleys.

WV Department of Natural Resources

ROOF REPLACEMENT

Tomlinson Run State Park
Pool Bathhouse
New Cumberland, WV

September 2019

Project Manual



2.5 ASPHALT SHINGLES

- A. Shingles are to be 35 year warranty, 3 tab with color to match existing shingles on adjacent building. Contractor to supply samples for color comparison. Contractor shall submit samples of shingles to be used prior to beginning any work, manufacturer's recommended installation procedures, and a materials list of items proposed for installation 10 days prior to beginning any work and within 10 calendar days after receiving the Owner's Notice to Proceed. WV DNR contact information will be provided to successful bidder.

2.6 OTHER MATERIALS

- A. Provide necessary accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, sealants, flashing, products, equipment and other work incidental to the installation to complete the work so as to function as intended. These are subject to the approval of the WV DNR. Submit any samples 10 days prior to beginning work. WV DNR contact information will be provided to successful bidder.
- B. Accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, products, equipment, incidentals are to be from same manufacturer and commensurate quality as primary material, product, equipment for which they are incidental to, or be approved in writing by primary material, products, equipment for use.
- C. No felting is required. Underlayment shall be Titanium UDL 25 Plus or approved equal. Submit sample and manufacturer's instructions 10 days prior to beginning any work.
- D. Provide aluminum drip edge. Provide color samples.
- E. New flashing/counter flashing shall be installed around chimneys, vents, pipes, and roof valleys according to manufacturer's installation instructions. Submit sample and manufacturer's instructions 10 days prior to beginning any work. WVDNR contact information will be provided to successful bidder.
- F. Furnish and install Ridge Vents that run from gable to gable.
- G. Staples shall Not be used as fasteners.

2.7 EXTRA MATERIALS

- A. Furnish 1 (one) square of extra shingles that match those installed. Shingles are to be packaged with protective covering for storage and labeled with install date, description of contents, and grade.
- B. Extra material to be delivered and placed at an on-site location as directed by WV DNR park personnel.

2.8 SUBSTITUTIONS

- A. Any substitution requests should be submitted by the technical question deadline.

SECTION 3 – SITE CONDITIONS

- 3.1 Keep the premises in a neat, safe, and orderly condition at all times. Remove debris and clean sidewalks, entries, exits, lawns, and parking areas at end of each workday.
- 3.2 The pool bathhouse building will be not open for business during this Work. However, the Park will remain open. Contractor is to provide barriers, fencing, signs, and any other protection necessary to assure the safety of all visitors, staff, and contractors
- 3.3 Contractor is to work with DNR personnel and visitors for a smooth operation. Professionalism and courtesousness around DNR personnel and visitors shall always be maintained.
- 3.4 Means of egress from the Office building and parking lot, or access by emergency vehicles shall not be compromised.
- 3.5 The Contractor is responsible for protecting Work from inclement weather, snow, ice, rain, etc. Contractor is responsible for any snow removal, if necessary, in their work area.
- 3.6 Protect the lawns, plant materials, sidewalks, statues, signs, existing structures, cameras, wiring, etc. from any damage. Contractor is responsible for repairing or replacing any items that are damaged due to this Work.
- 3.7 Bathroom facilities will be NOT available. Contractor to provide facilities.
- 3.8 Electrical and/or water will be provided by the DNR during regular work hours for Work scope items only. Coordinate with District personnel.
- 3.9 Use of any interior District office space for storage, staging, phone, etc. is prohibited.

SECTION 4 – TESTS

- 4.1 Upon completion of the work, the Contractor will demonstrate to the WV DNR that the roof is watertight and weatherproof.
- 4.2 Contractor is responsible for arranging any inspections, testing, etc. needed to obtain warranty. The WV DNR is to be notified in advance as to the date and time of such tests and inspections. Contractor shall submit plans for any necessary testing 10 days prior to beginning this work.

SECTION 5 – WARRANTIES

- 5.1 Inspections, testing, etc. needed for warranty shall be the responsibility of the Contractor.
- 5.2 Contractor shall warrant materials, workmanship, and watertight for a period of two years from date of acceptance of completion by WV DNR.



State of West Virginia

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the West Virginia Division of Natural Resources Procurement Office encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license# on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form and/pricing sheet (only if stipulated as mandatory).

Agency WV DNR
REQ.P.O# DNR2000000051
Bond # BND1008060-00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Shield Roofing & Construction, LLC
of South Point, Ohio, as Principal, and Fair American Insurance and Reinsurance
Company of Atlanta, Georgia, a corporation organized and existing under the laws of the State of Georgia
New York with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Two Thousand Two Hundred and No/100 (\$ 2,200.00) 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
Tomlinson Run State Park - Bath House Rehabilitation
3391 Veteran's Blvd.

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
2nd day of June, 2020.

Principal Corporate Seal

Shield Roofing & Construction, LLC
(Name of Principal)
By [Signature]
(Must be President or Vice President)
ROOF MGR
(Title)

Surety Corporate Seal

Fair American Insurance and Reinsurance Company
(Name of Surety)

[Signature]
Attorney-in-Fact
David R. Brett

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

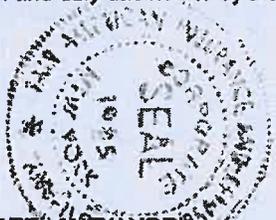
Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas Berrett Miller of Jacksonville, Florida EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 7th day of January 2020.



Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, Senior Vice President

By: 
Suzanne A. Spanidos, Senior Vice President

STATE of NEW YORK
COUNTY of NEW YORK

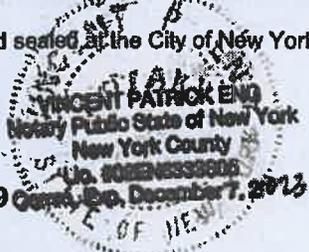
On January 07, 2020 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

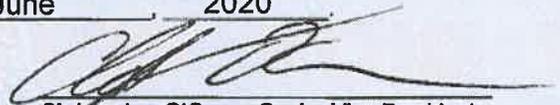
WITNESS my hand and official seal.

Signature  (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 2nd day of June 2020




Christopher O'Gwen, Senior Vice President

Fair American Insurance and Reinsurance Company
165 Broadway, New York, NY 10006
NAIC Company Code: 35157
NAIC Group Code: 0501

Statutory Financial Statement Summary
As of December 31, 2019

<u>Assets</u>	
Bonds:	\$ 208,854,068
Stocks:	\$ -
Cash & Short-term Investments:	\$ 6,176,010
Receivable for Securities:	\$ 47,719
Investment Income Due & Accrued:	\$ 1,392,538
Uncollected Premium & Agents Balances in Course of Collection:	\$ 500,791
Amounts Recoverable from Reinsurers:	\$ -
 <u>Other Assets:</u>	
Current Federal & Foreign Income Tax Recoverable:	\$ -
Net deferred tax asset	\$ 177,544
Receivables from Parent, subsidiaries and affiliates:	\$ -
Aggregate Write-ins for other than invested assets:	\$ 8,090,052
 Total NET Admitted Assets:	\$ 225,238,722
<u>Liabilities</u>	
Reserves for:	
a) Losses & LAE:	\$ 8,426,331
b) Unearned Premiums:	\$ 1,767,753
c) Commission payable	\$ 177,393
d) Tax, Licenses & Fees:	\$ 2,429,371
Reinsurance Payables:	\$ -
Aggregate Write-ins for liabilities:	\$ 1,889,497
Other Liabilities:	\$ 4,028,691
Total Liabilities:	\$ 18,719,036
 Policyholder Surplus	
Common Stock:	\$ 5,000,000
Gross Paid-in & Contributed Surplus:	\$ 88,227,719
Unassigned funds:	\$ 113,291,967
Aggregate Write-ins for other than special surplus funds	\$ -
Total Policyholder Surplus	\$ 206,519,686
 Total Liabilities & Policyholder Surplus	\$ 225,238,722

NOTES: Bonds & Stocks are valued in accordance with the basis adopted by the NAIC

CERTIFICATION:

I, Matthew D. Mahoney, Executive Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019 as reflected by its books and records and as reported in its statement on file with the insurance Department of the State of New York.

NOTARIZED:

State of New York County of New York on
 16th day of March 2020.

My commission expires
 Notary Public, State of New York
 No. 02YAB296526
 Qualified in New York County
 Commission Expires June 4, 2022


 Matthew D. Mahoney, EVP and Chief Financial Officer
 FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

EXHIBIT A – PRICING PAGE
Tomlinson Run State Park
Pool Bathhouse Roof Replacement

Name of Bidder:

Shield ROOFING & Construction LLC

Address of Bidder:

739 Co. Rd. 1
SOUTH POINT, OH 45680

Phone Number of Bidder:

(304) 730 - 5744

WV Contractors License No.

WV - 051118

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

BASE BID:

The project generally consists of replacing the existing shingles, damaged sheathing, fascia, soffit, drip edge, and removing the sky lights. Include sheathing at sky light locations in the base bid. Include 200 square feet of replacement sheathing in the base bid for other damaged locations.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in numbers.**

\$ 29,000.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, **written in words.**

Twenty-nine thousand dollars & zero cents

UNIT PRICE:

Provide a unit price for each 10 square feet of roof sheathing (thickness and type to match existing) beyond the 200 square feet required in the base bid and beyond the sky light locations.

Please note: If rotten or unsuitable sheathing beyond the 200 square feet in the base bid is encountered, the DNR representative shall be contacted for instructions on how to proceed.

Unit Price: Provide unit price per 10 square feet to furnish and install sheathing to match existing.
written in numbers.

\$1250.00 / 7/14 OSB

Unit Price: Provide unit price per 10 square feet to furnish and install sheathing to match existing.
written in words.

Twelve Hundred fifty dollars 3/10 zero cents

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

The award of this contract is contingent upon availability of funds. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award. Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §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:

Vendor's Name: Shield Roofing & Construction LLC

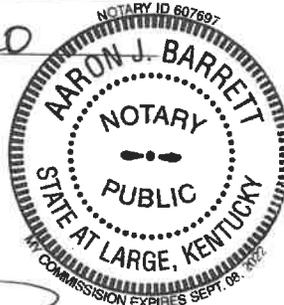
Authorized Signature: Jessica Craft Date: 6/1/2020

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 1st day of June, 2020

My Commission expires September 8, 2022



AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



**State of West Virginia
Request For Quotation
Construction**

Procurement Folder : 715708

Document Description : Addendum No. 01_Tomlinson Run Sp - Bathhouse Roof Rehab

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-05-15	2020-06-02 13:30:00	ARFQ 0310 DNR2000000051	2	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Signature X *Jessica Craft* FEIN #

DATE *6/1/2020*

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TOMLINSON RUN STATE PARK 84 OSAGE RD NEW MANCHESTER WV 26056 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Bathhouse Roof Rehabilitation				

Commodity Code	Manufacturer	Model #	Specification
72152601			

Extended Description

Bathhouse Roof Rehabilitation

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory Pre-Bid 11am - 1pm, ET	2020-05-13
2	Technical Question Deadline 9:00am, ET	2020-05-15

DNR2000000051	Document Phase Final	Document Description Addendum No. 01_Tomlinson Run Sp - Bathhouse Roof Rehab	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NAME: Tomlinson Run SP - Bathhouse Roof Rehabilitation

SOLICITATION NO: ARFQ DNR20*51

ADDENDUM NO: No. 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation

Addendum issued to:

1. Publish pre-bid notes.
2. Clarification of specifications.
3. Attach non-mandatory pre-bid sign-in sheet.

No further changes.

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

Terms and Conditions:

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

Attachment A

ADDENDUM NUMBER 01
Tomlinson Run State Park
ARFQ DNR 200000051, folder 715708
Swimming Pool Bathhouse – Roof Replacement
Pre-bid Conference
May 13, 2020

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below.

- Pre-bid Conference Information and Clarifications (2 pages)
- Attachments: Pre-bid sign in sheet (2 pages)

The Pre-Bid Conference was intended to provide a general introduction to the project and the site conditions. Only responses included in formal Addenda shall be relied upon as requirements of the project. This includes discussion during the meeting or any dialogue with representatives of the WV DNR Engineering, Park personnel, or the Design Team.

Vendors are requested to follow all instructions carefully when filling out bid forms. Vendors need to complete and submit all required forms as indicated in the documents. Include all paperwork, and supplemental information as requested.

PRE-BID CONFERENCE INFORMATION AND CLARIFICATIONS:

Attendees: See attached sign-in sheet(s).

1. This was a non-mandatory pre-bid meeting.
2. Time to complete the project **has been increased to 180 days**. Liquidated damages are \$250 per calendar day for each day beyond the contract completion date.
3. Bidding documents and bid process were reviewed by Carolyn Mansberger, WV DNR project manager.
4. Technical Questions and Requests for Substitutions were to be submitted to Jamie Adkins, WV DNR Chief Procurement Officer, FAX 304-558-2165 or emailed to Jamie.H.Adkins@wv.gov by May 15, 2020 at 9 am. Note: There were no technical questions received.
5. Bids are due by June 2, 2020 at 1:30 pm. Bids can be submitted through wvOasis or to Jamie Adkins, WV DNR Chief Procurement Officer. FAX 304-558-5165, or emailed to Jamie.H.Adkins@wv.gov
6. A vendor must register in order to bid through Oasis. They can submit a paper bid without being registered. Ultimately, the vendor will have to be registered with Purchasing Division, Secretary of State, Tax Dept., etc. before a purchase order can be awarded. Visit wvOasis.gov for more information.
7. Commercial General Liability Insurance is a minimum of \$1,000,000.
8. Automobility Liability Insurance in at least an amount of \$500,000.

9. This is not a Davis-Bacon wage project. Change to bid documents: **This is not a prevailing wage job.**
10. Contractors shall pay all applicable taxes. Taxes should be included in bid.
11. Any Testing, B & O taxes, and Obtaining of any Licenses, permits, certifications, and warranties will be the responsibility of the contractor.
12. Protect and re-install accessories (lights, cameras, speakers, etc.) when installing the new soffit and fascia. Allow for vented soffit wherever there are existing vents in the soffit.
13. Replace all fascia boards/lumber with new to support the new fascia.
14. Shingles shall be Architectural to match existing shingles on the nearby pavilion.
15. Replace the gutters and downspouts with 5" to 6" seamless gutters with drops and downspouts sized to match. Color to be selected by Park.
16. Replace the existing "flat" section of the roof with new EPDM membrane and repair or replace any damaged structural or sheathing necessary to do a complete job.
17. Staples are not allowed as fasteners for shingles.
18. Although the pool area will be closed, the Park grounds will remain open while this Work is being performed. Safety and security of guests, staff personnel, and the park must be maintained at all times. Contractor is responsible for all security and safety including that as required by OSHA for the construction site.
19. There are no restrictions on work hours. However, each Park has operating hours, quiet times, special events, etc. which must be respected. Check with Park Superintendents on access, potential loud noises, or disruptive activities before proceeding.
20. Parking and Staging will be acceptable in the pool parking area.
21. The work area must be flagged, fenced, locked up, and/or taped off where no foot traffic may be inside the Work area. Provide proper signage. Protect the immediate area from vandalism. Any issues resulting from areas being unprotected will be the responsibility of the contractor.
22. Clean-up of debris, equipment, etc. must be done daily and thoroughly. Contractor must provide their own dumpster. Contractor must provide their own port-a-johns.
23. Be cautious of any utility lines, cables, or pipes that could be present. Contractor is responsible for any damages or loss of utilities caused by this Work. If lines need disconnected, contractor is responsible for providing temporary provisions approved by DNR. Contractor is responsible for any connecting or disconnecting or electrical lines that are involved with any of this project work.
24. A site visit was conducted after the meeting.

**WV DIVISION OF NATURAL RESOURCES
PRE-BID MEETING SIGN IN SHEET**

Project #: ARFQ 20-51
Folder #: 715708

Name of Project: Tom Run
Bathhouse Roof

Date: 05-13-20
Page: 1 of 2

PLEASE PRINT

LEAVE A BUSINESS CARD IF POSSIBLE

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE NUMBERS
Company: WV DNR, Parks & Recreation	324 4th Ave. South Charleston, WV 25303	
Rep: Carolyn Mansberger, Project Manager		Mobile: 304-549-9168
Email Address: Carolyn.M.Mansberger@wv.gov		FAX:
Company: <u>MJD Contracting</u>		Phone: <u>304 517 8662</u>
Rep: <u>Matthew Dancy</u>		Mobile:
Email Address: <u>Matthew.Dancy@hotmail.com</u>		FAX:
Company: <u>Juszcak DeJamet</u>		Phone:
Rep: <u>Rob Juszcak</u>		Mobile: <u>304 374 3324</u>
Email Address: <u>Juzcontractor@yahoo.com</u>		FAX:
Company: <u>Tomlinson Run State Park</u>		Phone: <u>704 491 9684</u>
Rep: <u>Sam Morris</u>		Mobile:
Email Address: <u>Samuel.A.Morris@wv.gov</u>		FAX:

WV DIVISION OF NATURAL RESOURCES
 PRE-BID MEETING SIGN IN SHEET

Project #: ARFQ 20-57
 Folder #: 715708

Name of Project: Tom Run
Bathhouse Ref

Date: 05-13-20
 Page: 2 of 2

PLEASE PRINT

LEAVE A BUSINESS CARD IF POSSIBLE

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBER
Company: <u>Tomlinson State Park</u>		Phone: <u>84-491-1246</u>
Rep: <u>Philip Davis</u>		Mobile:
Email Address: <u>philip.d.davis@wv.gov</u>		FAX:
Company:		Phone:
Rep:		Mobile:
Email Address:		FAX:
Company:		Phone:
Rep:		Mobile:
Email Address:		FAX:
Company:		Phone:
Rep:		Mobile:
Email Address:		FAX:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*51

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

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

Shield ROOFING & Construction LLC
Company

Jessica Craft
Authorized Signature

6/1/2020
Date

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