


Solicitation Response(SR) Dept: 0310 ID: ESR1219210000003752 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/21/2021

Header  2

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 964117	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: VS0000037011	SO Doc ID: DNR2200000015
Legal Name: Reagan Enterprises LLC	Published Date: 12/14/21
Alias/DBA:	Close Date: 12/21/21
Total Bid: \$251,000.00	Close Time: 13:30
Response Date: 12/19/2021	Status: Closed
Response Time: 18:24	Solicitation Description: Addendum No.02 Chief Logan State Park Sewer Line Upgrades 
Responded By User ID: travislusk	Total of Header Attachments: 2
First Name: Travis	Total of All Attachments: 2
Last Name: Lusk	
Email: travislusk@reagan-enterj	
Phone: 304-920-2211	



**State of West Virginia
Agency Request for Quote
Construction**

Proc Folder: 964117		Reason for Modification:	
Doc Description: Addendum No.02 Chief Logan State Park Sewer Line Upgrades		Addendum	
Proc Type: Agency Purchase Order		Addendum No. 02 is issued to publish and distribute the attached information to the Vendor Community.	
Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-13	2021-12-21 13:30	ARFQ 0310 DNR2200000015	3

BID RECEIVING LOCATION

BID RESPONSE
 DIVISION OF NATURAL RESOURCES
 PROPERTY & PROCUREMENT OFFICE
 324 4TH AVE
 SOUTH CHARLESTON WV 25303-1228
 US

VENDOR

Vendor Customer Code: VS0000037011

Vendor Name : Reagan Enterprises LLC

Address : 1172

Street : Alvis Road

City : Princeton

State : WV **Country :** United States **Zip :** 24739

Principal Contact : Travis Lusk

Vendor Contact Phone: 304-920-2211 **Extension:**

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

Vendor Signature X  **FEIN#** 84-2181466 **DATE** 12/19/2021

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

ADDITIONAL INFORMATION

The West Virginia Division of Natural Resources is soliciting bids on behalf of Chief Logan State Park to establish a construction contract for replacement of existing sewer lines at the Chief Logan State Park Campground.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE		DIVISION OF TOURISM & PARKS CHIEF LOGAN STATE PARK	
SOUTH CHARLESTON WV US		376 LITTLE BUFFALO CREEK RD LOGAN WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Chief Logan State Park Sewer Line Upgrades				\$251,000.00

Comm Code	Manufacturer	Specification	Model #
72103300			

Extended Description:

Chief Logan State Park Campground replacement of existing sewer lines.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting 10:00AM ET	2021-11-30
2	Technical Questions Due 9:00AM ET	2021-12-03

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR22*15

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 checked="" 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.

Reagan Enterprises LLC

Company



Authorized Signature

12/19/2021

Date

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

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: Reagan Enterprises LLC
Contractor's License No.: WV- 059079

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

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Reagan Enterprises LLC

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

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

Attach additional pages if necessary.

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.

Travis Lusk / Owner

(Name, Title)

Travis Lusk / Owner

(Printed Name and Title)

1172 Alvis Rd, Princeton, WV 24739

(Address)

304-920-2211

(Phone Number) / (Fax Number)

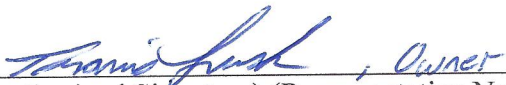
travislusk@reagan-enterprises.com

(email address)

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

Reagan Enterprises LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Travis Lusk, Owner

(Printed Name and Title of Authorized Representative)

12/13/2021

(Date)

304-920-2211

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Chief Logan State Park
Sewage System Upgrades

15. MISCELLANEOUS:

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

Contract Manager: Travis Lusk

Telephone Number: 304-920-2211

Fax Number: N/A

Email Address: travislusk@reagan-enterprises.com



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

STATE OF WEST VIRGINIA,

COUNTY OF Mercer , TO-WIT:

I, Travis Lusk , after being first duly sworn, depose and state as follows:

1. I am an employee of Reagan Enterprises LLC ; and,
(Company Name)
2. I do hereby attest that Reagan Enterprises LLC
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Travis Lusk

Signature: *Travis Lusk*

Title: Owner

Company Name: Reagan Enterprises LLC

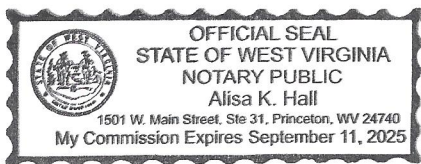
Date: 12/13/2021

Taken, subscribed and sworn to before me this 13th day of Dec , 2021 .

By Commission expires Sept. 11, 2025

(Seal)

 Alisa K. Hall
(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Reagan Enterprises LLC

Authorized Signature: *Thomas Reed* Date: 12/13/2021

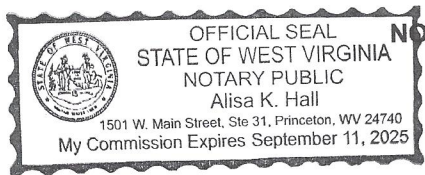
State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 13th day of December, 2021

My Commission expires Sept. 11, 2025

AFFIX SEAL HERE



NOTARY PUBLIC

Alisa K. Hall

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Reagan Enterprises LLC
of Princeton, West Virginia, as Principal, and The Cincinnati Insurance
Company of Fairfield, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the 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
Chief Logan State Park Sewer Line Upgrade

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 14 day of December, 20 21.

Principal Seal

Reagan Enterprises LLC

(Name of Principal)

By *Thomas Dush*
(Must be President, Vice President, or
Duly Authorized Agent)

President
(Title)

Surety Seal



The Cincinnati Insurance Company

(Name of Surety)

Luke Stump
Attorney-in-Fact Luke Stump

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael Patrick McCarthy, Jr., Luke James Stump, Danielle Stump, Nathan Arnold, Kyle Burtner, Angela Shively, Jacob Stump, William Haynie, Mark Stump, E. Gerald Stump, Mike Repass, William Haynie, Mark Stump, E. Gerald Stump, Mark Stump, E. Gerald Stump, William Haynie, Samuel Lowman, of Salem, VA its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifty Million Dollars and 00/100 (\$50,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

“RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

“RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
[Signature]
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



[Signature]
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



[Signature]
Assistant Secretary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV059079

Classification:

GENERAL BUILDING
DEMOLITION
LANDCLEARING
ENVIRONMENTAL/HAZARDOUS WASTE

REAGAN ENTERPRISES LLC
DBA REAGAN ENTERPRISES LLC
1172 ALVIS RD
PRINCETON, WV 24739

Date Issued

Expiration Date

OCTOBER 15, 2021

OCTOBER 15, 2022

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.