



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

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

Procurement Folder: 1247919

Procurement Type: Central Purchase Order

Vendor ID: 000000205011

Legal Name: MARCH WESTIN COMPANY INC

Alias/DBA:

Total Bid: \$7,299,000.00

Response Date: 08/24/2023

Response Time: 12:57

Responded By User ID: MarchWestin

First Name: Kevin

Last Name: Salisbury

Email: Kevin@marchwestin.com

Phone: 304-554-3823

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2300000013

Published Date: 8/10/23

Close Date: 8/24/23

Close Time: 13:30

Status: Closed

Solicitation Description: Hawks Nest State Park New Aerial Tramway

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Heavy construction services				7299000.00

Comm Code	Manufacturer	Specification	Model #
72140000			

Commodity Line Comments:

Extended Description:

Aerial Tramway

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DNR23*13

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.

March-Westin Company, Inc.

Company



Authorized Signature

August 24, 2023

Date

EXHIBIT A – PRICING PAGE
Hawks Nest State Park
Tramway Construction

Name of Vendor:

March-Westin Company, Inc.

Address of Vendor:

360 Frontier Street
Morgantown, WV 26505

Phone Number of Vendor:

304.599.4880

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and being familiar with the general conditions to vendors, 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 Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Bid** shall be indicated in the space below.

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

Seven Million Two Hundred Ninety-Nine
Thousand Dollars

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

\$7,299,000

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) James Ridgeway, President

(Address) 360 Frontier Street, Morgantown, WV

(Phone Number) / (Fax Number) 304.599.4880 / 888.370.5090

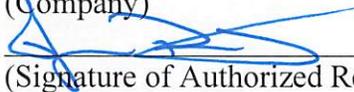
(Email address) Jamie@marchwestin.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

March-Westin Company, Inc.

(Company) _____



(Signature of Authorized Representative) _____

James Ridgeway, President

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

304.599.4880 / 888.370.5090

(Phone Number) (Fax Number) _____

Jamie@marchwestin.com

(Email Address) _____



MARCH-WESTIN
COMPANY, INC.

Bid Description: Hawks Nest State Park Aerial Tramway

Solicitation No: CRFQ 0310 DNR2300000013

Issued Date: 2023-06-29

Bid Deadline: 8/24/2023 1:30pm

Attn: Josh Hager

We would like to attach with our bid proposal a few clarifications for the Hawks Nest State park aerial tramway. Please see below clarifications:

1. Clearing/grubbing of the new tramway path from the previously awarded project needs to be completed by November 1st 2023 to allow for initial ground survey to be completed for tramway engineering and design to stay on track with our construction schedule.
2. Removal of existing structures is not included in this scope of work other than necessary removal of the concrete sidewalk at the Lodge station location to gain access for the new tower foundations. We also have included shoring in this area for excavation due to the existing sanitary manhole and line proximity.
3. Station finishes, final grading, access ramps, etc are not included in this scope since they will be included in the future bid package. We do include backfilling and finish grading and seeding around all line towers. We also include stone backfill and foundation drainage on our station foundations. We will need to have finished ramp access from future project scope completed 30 days before any final testing on lifts for turnover to owner.
4. Communications line is not included in this scope and will need to be supplied and terminated by owner as stated in addendum 2 questions.
5. With final power being included in the future station bid package and not this scope, we will need final power supplied to both terminal sites by 3/15/2025 for our completion schedule. We do include the materials and labor to install the final power

360 Frontier Street
Morgantown, WV 26505
304.599.4880 phone
info@marchwestin.com

marchwestin.com



MARCH-WESTIN
COMPANY, INC.

to the tramway that will be located within 5 feet as stated in the project specifications.

6. With the supplied subsurface exploration report by EnviroProbe in the specifications, we do not believe the terminal site along Mill Creek will have the necessary bearing capacities needed for the drive foundations. We have included the design and installation cost of concrete caissons for deep foundations to get the necessary bearing capacities for the drive foundations in our scope of work.

360 Frontier Street
Morgantown, WV 26505
304.599.4880 phone
info@marchwestin.com

marchwestin.com



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

I, James Ridgeway, after being first duly sworn, depose and state as follows:

1. I am an employee of March-Westin Company, Inc.; and,
(Company Name)
2. I do hereby attest that March-Westin Company, Inc.
(Company Name)

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

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

Printed Name: James Ridgeway

Signature:

Title: President

Company Name: March-Westin Company, Inc.

Date: August 24, 2023

STATE OF WEST VIRGINIA,

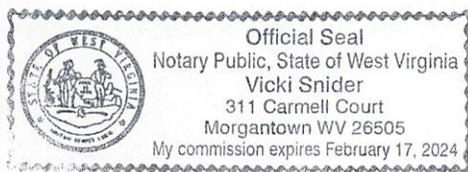
COUNTY OF MONONGALIA, TO-WIT:

Taken, subscribed and sworn to before me this 24th day of August, 2023.

By Commission expires February 17, 2024

(Seal)

(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 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: March-Westin Company, Inc.

Authorized Signature:  Date: 8/24/2023

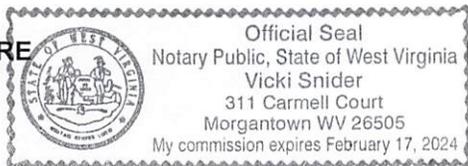
State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 24 day of August, 2023.

My Commission expires 2/17/2024, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, March-Westin Company, Inc.
of Morgantown, WV, as Principal, and Philadelphia Indemnity Insurance Company
of Bala Cynwyd, PA, a corporation organized and existing under the laws of the State of
PA with its principal office in the City of Bala Cynwyd, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Hawks Nest State Park New Aerial Tramway

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 15th day of August, 2023.

Principal Seal



March-Westin Company, Inc.
(Name of Principal)

By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

James Ridgeway, President
(Title)

Surety Seal



Philadelphia Indemnity Insurance Company
(Name of Surety)

By: [Signature]
Lloyd Randall Cober Attorney-in-Fact

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Eric Baker, Karl Leonard, Nick Sparachane, Susan Board, Denise Deem, Lloyd Randall Cober and Geoffrey Gage of USI Insurance Services, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

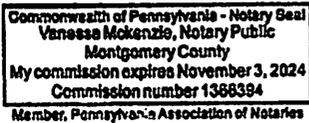


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

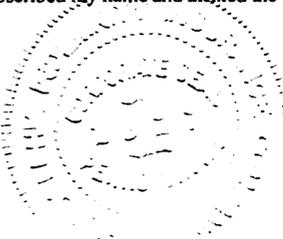
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of August, 20 23



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV001838

CLASSIFICATION:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
PIPING
PLUMBING

MARCH WESTIN COMPANY INC
DBA MARCH WESTIN COMPANY INC
~~605 HIDDEN VIEW WAY~~
MORGANTOWN, WV 26505

DATE ISSUED

AUGUST 20, 2023

EXPIRATION DATE

AUGUST 20, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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