






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](http://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](http://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:** 1322019  
**Procurement Type:** Central Purchase Order  
**Vendor ID:** 00000205011   
**Legal Name:** MARCH WESTIN COMPANY INC  
**Alias/DBA:**  
**Total Bid:** \$6,718,764.00  
**Response Date:** 01/16/2024   
**Response Time:** 13:15  
**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:** DNR2400000009  
**Published Date:** 1/9/24  
**Close Date:** 1/16/24  
**Close Time:** 13:30  
**Status:** Closed

**Solicitation Description:** Tomblin WMA New Office & Elk Viewing Platform (REBID)

**Total of Header Attachments:** 1  
**Total of All Attachments:** 1



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1322019  
**Solicitation Description:** Tomblin WMA New Office & Elk Viewing Platform (REBID)  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-01-16 13:30	SR 0310 ESR01162400000003412	1

**VENDOR**  
 000000205011  
 MARCH WESTIN COMPANY INC

**Solicitation Number:** CRFQ 0310 DNR2400000009  
**Total Bid:** 6718764      **Response Date:** 2024-01-16      **Response Time:** 13:15:42  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building and Facility Construction and Maintenance Services				6718764.00

Comm Code	Manufacturer	Specification	Model #
72000000			

**Commodity Line Comments:**

**Extended Description:**

Tomblin WMA New Office & Elk Viewing Platform

EXHIBIT A – PRICING PAGE  
**Tomblin Wildlife Management Area  
Visitor Center, Viewing Tower and Shop**

Name of Vendor:

March-Westin Company, Inc.

Address of Vendor:

360 Frontier Avenue  
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 also 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.

**“A” Base Bid**

The Base Bid shall consist of construction of the Viewing Platform/ Tower and associated infrastructure improvements and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

\$3,096,400.00

**Total Base Bid: “A”**

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

Three million ninety six thousand four hundred dollars and zero cents

**“B” Add-Alternate #1 Bid**

The Add-Alternate #1 Bid shall consist of construction of the new one-story Visitor Center Building and related work described in the drawings and specifications. **Add-Alternate #1 Bid** shall be indicated in the space below.

**“B” Add-Alternate #1 Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents,

\$1,248,258.00

**Tomblin Wildlife Management Area  
Visitor Center, Viewing Tower and Shop**

*written in figures.*

**“B” Add-Alternate #1 Bid:**

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

One million two hundred forty eight thousand two hundred fifty eight dollars and zero cents.

**“C” Add-Alternate #2 Bid**

The Add-Alternate #2 Bid shall consist of construction of the new Office/ Shop pre-engineered metal building and related work described in the drawings and specifications; as well as all work as described for doors and equipment referred to as #2A, and an emergency ventilation system referred to as #2B. **Add-Alternate #2 Bid** shall be indicated in the space below.

**“C” Add-Alternate #2 Bid:**

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

\$1,852,244.00

**“C” Add-Alternate #2 Bid:**

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

One million eight hundred fifty two thousand two hundred forty four dollars and zero cents

**“D” Add-Alternate #3 Bid**

The Add-Alternate #3 Bid shall consist of construction of the new one-story Bunk House Building and related work described in the drawings and specifications. **Add-Alternate #3 Bid** shall be indicated in the space below.

**“D” Add-Alternate #3 Bid:**

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

\$521,862.00

**“D” Add-Alternate #3 Bid:**

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

Five hundred twenty one thousand eight hundred sixty two dollars and zero cents

**Total Base Bid and all Add-Alternates equals A+B+C+D = \$6,718,764.00**

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ 0310 DNR 240000009

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 checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" 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

James Ridgeway, President

1/16/2024

Date

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

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

(Printed Name and Title) Jamie Ridgeway, President

(Address) 360 Frontier Avenue, Morgantown, WV 26505

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

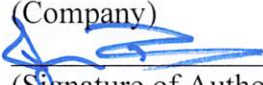
(email address) Jamie@marchwestin.com

**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

1/15/2024

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

James Ridgeway, President

(Phone Number) (Fax Number)

304.599.4880 / 888.370.5090

(Email Address)



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: March-Westin Company, Inc.

Authorized Signature:  Date: 1/16/2024

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 16th day of January, 2024.

My Commission expires 2/17/2024, 20  .

**AFFIX SEAL HERE**



**NOTARY PUBLIC**





**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: 1/16/2024

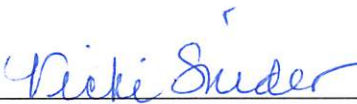
STATE OF WEST VIRGINIA,  
COUNTY OF MONONGALIA, TO-WIT:

Taken, subscribed and sworn to before me this 16th day of January, 2024.

By Commission expires 2/17/2024

(Seal)



  
(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  
Tomblin WMA New Office & Elk Viewing Platform (Rebid)

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 20th day of December, 2023.

Principal Seal

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

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

James Ridgeway, President  
(Title)

Surety Seal

Philadelphia Indemnity Insurance Company  
(Name of Surety)

By:   
 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, Kari Leonard, Nick Sparachane, Susan Boord, 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 14<sup>th</sup> 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, bc 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.



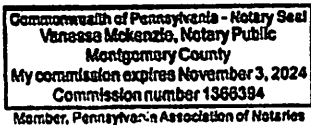
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> 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:

*Vanessa McKenzie*



residing at:

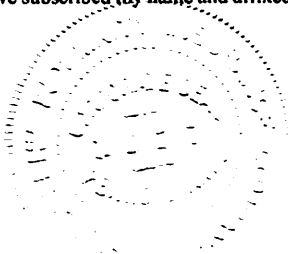
Bala Cynwyd, PA

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 5<sup>th</sup> 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 20th day of December, 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  
360 FRONTIER STREET  
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.

LIST OF PROPOSED SUBCONTRACTORS  
AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractor or equipment/material supplier. The Owner or Architect/Engineer may indicate their concerns regarding any entity listed about which they have reason to believe that, due to past experience, poor performance may be expected.

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

I, Jan Rodgers representing March-Westin Company, Inc.  
(Signature of Responsible Company) (Company Name)

on this date 1/16/2024 submit the following list of subcontractors and major material suppliers for your review and comment. This is the final and complete list of companies who will be performing work or supplying materials for Tomblin WMA New Office & Elk Viewing Platform  
(Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. <u>Site work</u>	<u>Landscare Builders</u> <u>PO Box 712, Hurricane</u>	<u>UV026381</u>
2. <u>Concrete</u>	<u>New Start Concrete</u> <u>RR 2 Box 214, ONA</u>	<u>UV040209</u>
3. <u>Masonry</u>	<u>C S Masonry LLC</u> <u>PO Box 113, Clay</u>	<u>UV054663</u>
4. <u>Interior Finish</u> <del>Concrete</del>	<u>Corner Stone Interiors</u> <u>PO Box 412, Eleanor</u>	<u>UV025109</u>

5. <u>Roofing / Gutters</u>	<u>Diamond Construction</u> <u>541 East FRK, Dingsess</u>	<u>UV057645</u>
6. <u>Site Work</u>	<u>Green Acres Contracting</u> <u>PO Box 463, Scottsdale PA</u>	<u>UV 001297</u>
7. <u>Electrical</u>	<u>Hatzel &amp; Buchler Inc</u> <u>51 Manufacturing Dr, Piketon OH</u>	<u>UV032098</u>
8. <u>Plumbing</u>	<u>Robinson &amp; Sons</u> <u>PO Box 449 Scott Depot</u>	<u>UV003087</u>
9. <u>Site Fencing</u>	<u>All Quality</u> <u>PO Box 7169, Cross Lanes</u>	<u>UV033713</u>
10. <u>Painting</u>	<u>A J Vetter</u> <u>201 Menson Ave, McKeesRock PA</u>	<u>UV001397</u>
11. <u>HVAC</u>	<u>Ashworth Heating &amp; Cooling</u> <u>PO Box 1084, Hurricane</u>	<u>UV029090</u>
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____